



# Fleet Charge<sup>®</sup> Sourcewell Member Agreement

RETURN BY EMAIL to [customer-service@fleetcharge.com](mailto:customer-service@fleetcharge.com) or Mail TO FLEET CHARGE, PO BOX 25954, SHAWNEE MISSION, KS 66225-5954

## Member Information:

Company \_\_\_\_\_ DOT# \_\_\_\_\_  
Business/Physical Address \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

## Financial Information

Tax Identification FEIN # \_\_\_\_\_  
Bank Name \_\_\_\_\_ Bank Account Number: \_\_\_\_\_  
Bank Phone \_\_\_\_\_ Fax \_\_\_\_\_

*An underwriting representative may contact you for additional financial information as part of the credit review process.*

## General Information

Primary Contact Name \_\_\_\_\_  
Phone \_\_\_\_\_ Email Address \_\_\_\_\_  
Accounts Payable Contact Name \_\_\_\_\_  
Phone \_\_\_\_\_ Email Address \_\_\_\_\_  
Accountholder Billing Address \_\_\_\_\_  
Number of Power Units \_\_\_\_\_ Credit Line Required for Two Week Billing Period \$ \_\_\_\_\_

## Preferred Method of Payment

☐ Customer Generated EFT ☐ Fleet Charge Activated EFT ☐ Check

## Account Set Up Options

Phone number for Obtaining P.O. Authorizing Purchases \_\_\_\_\_

## Card Embossing Information

Fleet Name (up to 26 characters) \_\_\_\_\_  
City \_\_\_\_\_ State/Province \_\_\_\_\_

### Specific Requirements

- ☐ P.O. Required on Debits
- ☐ P.O. Required on Credits
- ☐ Unit Number Always
- ☐ Required Unit Number  
Required for Service Work  
Only (List unit numbers if  
applicable)
- ☐ Specific P.O. Requirements

### Billing Statement Information

(Sorted by One of the Following)

- ☐ P.O. Number
- ☐ Unit Number
- ☐ Card Number

### Card Dynamics

- ☐ Customer Held Cards—Qty: \_\_\_\_\_
- ☐ Corporate Cards—Qty: \_\_\_\_\_
- ☐ In Station Cards (Always Require a P.O.)

### Purchases Eligible In

- ☐ U.S.
- ☐ Canada

### Biweekly Statement Options

- ☐ Internet ([www.fleetcharge.com](http://www.fleetcharge.com))
- ☐ Email

## Fleet Charge<sup>®</sup> Accountholder Agreement

WHEREAS Multi Service Technology Solutions, Inc. (MSTS) is engaged in the business of providing a purchase program for parts and other products and services; and WHEREAS applicant requests MSTS to provide a purchase program. NOW THEREFORE, the parties hereto agree to be legally bound as follows:

1. The Fleet Charge cards and/or account numbers ("Card" or "Account") are issued by, and credit is extended by, MSTS, P.O. Box 10922, Shawnee Mission, KS 66225. Any references in this Agreement to Fleet Charge refer to MSTS.
2. The applicant authorizes MSTS to investigate the credit history of applicant through commercial reporting companies, direct inquiries to businesses where applicant has accounts, and review of personal credit histories, where appropriate, by obtaining consumer credit reports. MSTS represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve credit for Applicant's business and will not be used with respect to any decision to extend credit for personal, family or household purposes.
3. If approved, the holder of the Account ("Accountholder") represents that the Account will only be used for business or commercial purposes and at no time shall the Account be used for personal, family or household purposes.
4. Usage of the Fleet Charge Account by the Accountholder named on it constitutes acceptance of all terms and conditions contained in this Agreement, as such terms and conditions may be amended from time to time by MSTS effective upon no less than 15 days' prior written notice (and if no effective date is given in such notice, then 15 days from the date of such notice). Usage by the Accountholder includes the retention or use of the Account by (i) the Accountholder as named on it, (ii) any person or entity under Accountholder's direction or control, and (iii) any Merchant to whom the Accountholder or any person or entity under Accountholder's direction or control has, at any time forwarded a copy of the Cards and/or Account numbers.
5. The Accountholder is liable for any unauthorized uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use.
6. Any Account transactions received by MSTS for a closed or deactivated merchant that have a transaction date prior to MSTS's deactivation of that merchant are the financial responsibility of the Accountholder.
7. All changes to Account must be made in writing on official letterhead or in an e-mail from an officer and/or authorized representative of the Accountholder.
8. MSTS is not a seller of merchandise. MSTS neither sells nor warrants the goods or services obtained from Fleet Charge merchants. MSTS's sole function is to furnish credit and billing services; MSTS does not warrant any merchandise or services from any source obtained by the use of MSTS's credit or billing services. **MSTS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**
9. A credit line will be assigned to each Accountholder. This line includes all unpaid purchases, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, Accountholder shall notify MSTS at 1-888-678-0550 and request a change to its credit line. MSTS can raise or lower the credit line at its sole discretion without notification to Accountholder.
10. Statements will be mailed bi-weekly, and Accountholder payments are due within 30 days of the statement date. Statements outstanding more than 20 days are considered delinquent. Delinquent Accounts will be assessed late charges at a weekly rate of 3/8 of 1 percent. Late fees are assessed at the invoice level. They are not based on entire amount billed in a billing period. The Accountholder is liable for all late charges assessed to the Account and must pay these charges to keep its Account in good standing. MSTS may suspend an account or terminate it at any time late charges are being accrued or assessed.
11. Accountholder may pay its Fleet Charge statement by check or Electronic Funds Transfer (EFT), either by authorizing MSTS to automatically deduct funds from its designated bank account or by submitting funds to MSTS via Accountholder-initiated EFT. Accountholder shall notify MSTS if the convenience of paying by EFT is preferred.
12. Accountholder shall make payments to MSTS or MSTS's designated agent as frequently as may be necessary to keep the Account balance within the line of credit and within payment terms. Accountholder agrees to the method of payment as specified in the Payment and Billing Options section of the Accountholder Application. If Accountholder's bank or Accountholder for any reason should fail to timely pay any amount due MSTS, Accountholder understands and agrees that MSTS may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security held by MSTS on behalf of the Accountholder. If Accountholder's bank should fail to honor payment to MSTS or Accountholder's account becomes delinquent, MSTS may require immediate and full payment of all outstanding amounts, as well as the return of Accountholder's Cards or Account numbers.
13. In the event that the Accountholder maintains a credit balance on the Account for longer than three (3) months, MSTS is hereby authorized to deduct and retain a dormancy and Account management fee equal to two percent (2%) of the credit balance per month so long as the credit balance exists.
14. Accountholders have sixty (60) days from the billing statement date to dispute charges. All disputes must be received by MSTS in writing from the Accountholder within such sixty (60) day period. If an Account transaction is not disputed within sixty (60) days from the billing statement date, the Accountholder is liable for all charges related to the transaction.
15. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Texas, without reference to conflicts of laws principals, and it is agreed that jurisdiction of any legal action connected with this Agreement shall be exclusively in the state or federal courts located in the State of Texas. Notwithstanding the foregoing, MSTS may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper.
16. The Accountholder agrees that in the event of default, MSTS may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.
17. MSTS may offset any amounts owed by Accountholder to MSTS against any claims MSTS has against the Accountholder. To secure all of Accountholder's obligations and liabilities to MSTS under the terms of this Agreement, and all obligations and liabilities of Accountholder to MSTS under any other document or agreement between Accountholder and Company executed from time to time, the Accountholder hereby grants to MSTS a continuing lien and security interest in all of Accountholder's accounts receivable, equipment, inventory, instruments, deposit accounts, chattel paper and all general intangibles. Accountholder is and shall be liable to MSTS for all costs and expenses incurred by MSTS in collection and enforcing its rights hereunder, including but not limited to, late charges and attorneys' fees, if any, incurred by MSTS to collect all amounts due on Accountholder's Account and/or foreclosing on its lien and security interest.



18. Confidential Information is any information defined as any confidential or proprietary information that is rightfully possessed by NAVISTAR and disclosed to Accountholder under this Agreement. Confidential Information includes (i) proprietary technical information; (ii) the identity of or other pertinent information with respect to the actual or potential customers or customer contacts and customer sales strategies; (iii) market studies, penetration data, and other market information; (iv) sales and marketing plans, programs, and strategies; (v) pricing, sales, costs, and other financial data; (vi) sources of supply for products, components and services; and (vii) any other secret processes, formulas, or methods. Accountholder agrees to hold in confidence, not to disclose to any third party, and not use for any purpose other than its own internal use, any Confidential Information received from NAVISTAR disclosed in any fashion under this Agreement for a period of five (5) years from the date of disclosure. Accountholder may disclose Navistar Confidential Information to its employees and contractors only to the extent needed for Accountholder's internal business and only to the extent that such employees and contractors agree to maintain Navistar Confidential Information confidential for the same period as Accountholder. Accountholder agrees to be financially responsible for any improper disclosure made by its employees or contractors.
19. The Accountholder represents and warrants to MSTs, with full knowledge that MSTs will be relying on the following, that:
20. The person executing this Agreement on behalf of the Accountholder is:
  - a. An officer of the Accountholder's company or other authorized employee; and
  - b. Duly authorized to execute and deliver this Agreement on behalf of the Accountholder; and
  - c. Duly authorized to bind the Accountholder to the terms of this Agreement and to cause the Accountholder to perform its obligations hereunder.
21. This Agreement constitutes a legal, valid and binding obligation of the Accountholder, enforceable against the Accountholder in accordance with its terms.
22. The execution and delivery of this Agreement by the Accountholder and the performance by the Accountholder of its obligations hereunder is and will at all times be with full corporate, partnership or limited liability company, as applicable, right and authority, and all necessary corporate, partnership or limited liability company, as applicable, action has been taken by the Accountholder to authorize the consummation of this Agreement.
23. This Agreement may be terminated by either party at any time by giving written notice to the other party. Upon termination, all Cards and Account Numbers shall be immediately terminated and deactivated, and the Accountholder must immediately return to MSTs all Cards or Account Numbers in the possession or under the control of the Accountholder and will pay sums due MSTs according to the agreed-upon payment terms. Upon termination of this Agreement, Accountholder shall have the responsibility to pay all amounts incurred or costs associated with Accountholder's Account whenever incurred.
24. If Cards or Account Numbers are lost or stolen, it is the Accountholder's responsibility to call MSTs immediately at 1-888-678-0550 to prevent unauthorized usage. Accountholder must follow-up this telephone notification with written notification sent directly to Multi Service Technology Solutions, Inc., P.O. Box 10922, Shawnee Mission, KS 66225.
25. Fleet Charge and EBS are registered trademarks owned by Navistar, Inc.
26. Please retain this Agreement for future reference.

By signing below, applicant certifies all information provided to be true and correct, and agrees to be bound by the terms and conditions set forth in this Accountholder Agreement.

Accountholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed \_\_\_\_\_

Name: Title: \_\_\_\_\_

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Fleet Charge Accounts are accepted by International Truck and IC Bus Truck dealers participating in the Fleet Charge® program.

**Customer Service: 1-888-678-0550.** The Fleet Charge Card is intended for business and commercial use only.