



Driver Road Services®

Emergency Roadside Repair • Towing • Preventative Maintenance • D.O.T. Inspections

DRIVER ROAD SERVICES Accountholder Agreement (“Agreement”)

WHEREAS North American Van Lines, Inc. (DBA DRIVER ROAD SERVICES) is engaged in the business of providing the coordination of vehicle maintenance and breakdown repair services for medium/heavy duty vehicles through third parties entities and which program is called Driver Road Services;

And

WHEREAS applicant requests DRS(Driver Road Services) to provide such products and services

NOW THEREFORE, the parties hereto agree to be legally bound as follows:

1. The Driver Road Services account is extended by North American Van Lines, Inc., P.O. Box 988, Fort Wayne, IN 46801-0988.
2. 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.
3. Usage of the Driver Road Services 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 DRS 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). Any objections to the changes in the Terms and Conditions must be received by DRS within fifteen (15) days of Accountholders receipt of amendment notice. Usage by the Accountholder includes the retention or use of the Account by (i) the Accountholder as named on it, and (ii) any person or entity under Accountholder’s direction or control.
4. All requested 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.
5. DRS is not a seller of merchandise. DRS neither sells nor warrants the goods or services obtained from the third party service entities. DRS’s sole function is to furnish service/repair coordination and function as a credit and/or billing services; DRS does not warrant any merchandise or services from any source obtained by the use of DRS’s credit and/or billing services. **DRS 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 NONINFRINGEMENT.**
6. Invoices will be distributed weekly or as agreed upon by the Accountholder and DRS. All payments are due in full at the time the coordinated service is completed.
7. The payment terms stated in this Agreement apply to all invoices, and supersede the payment terms of any Purchase Order (P.O.), DRS Invoice, third party contract or any other documentation the

Accountholder may have signed. Accountholder may utilize Visa, MasterCard, American Express, Pluscheck or Comcheck in order to pay for services as rendered.

8. This Agreement, any addendum(s), and any continuing guaranty, as may be required, is governed by the laws of the State of Indiana, 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 County of Allen, State of Indiana. Notwithstanding the foregoing, DRS 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.

9. The Accountholder agrees that in the event of default, DRS 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.

10. In the event the Accountholder defaults on its obligations to DRS, DRS may offset any amounts owed to Accountholder by DRS against any claims DRS has against the Accountholder. Accountholder is and shall be liable to DRS for all costs and expenses incurred by DRS in collection and enforcing its rights hereunder, including but not limited to, late charges and reasonable attorneys' fees, if any, incurred by DRS to collect all amounts due on Accountholder's Account.

11. Accountholder has 15 days from the billing date to dispute charges. All disputes must be received by DRS in writing from Accountholder pursuant to the Notice at Section 18 below within such 15 day period. If an Account transaction is not disputed within 15 days from the billing statement date, the Accountholder is liable for all charges related to the transaction.

12 The Accountholder represents and warrants to DRS, with full knowledge that DRS will be relying on the following, that:

(i) The person executing this Agreement on behalf of the Accountholder is:

(A) An authorized employee or agent of the Accountholder's company; 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.

(ii) This Agreement constitutes a legal, valid and binding obligation of the Accountholder, enforceable against the Accountholder in accordance with its terms.

(iii) 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 right and authority, be it corporate, partnership, limited liability company, and/or a government agency or entity, as applicable. All necessary, action has been taken by the Accountholder to authorize the consummation of this Agreement, be it a corporate, partnership, limited liability company, and/or a government agency or entity, as applicable.

13. This Agreement may be terminated by either party at any time by giving written notice to the other party. Upon termination, all Accounts shall be immediately terminated and deactivated, and the Accountholder shall have the responsibility to pay all amounts due according to the agreed-upon payment terms.

14. Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that DRS and its service providers may collect and use Accountholder's data for only purposes related to the Account and/or this Agreement.

15. Driver Road Services is a registered trademark owned by North American Van Lines, Inc.

16. Notice. Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by a) registered or certified mail, postage prepaid, in any post office in the United States; b) hand delivery; c) overnight courier; or d) facsimile transmission upon confirmation of receipt.

If to Driver Road Services:

Driver Road Services 101 East
Washington Boulevard
Suite 1100
Fort Wayne, IN 46802
800-348-3732
Attn: Driver Road Services Manager

If to Accountholder:

Attn: Mr./Ms. _____

17. 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.

Company: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Applicant Signature: _____

Date: _____

Printed Name: _____

How did you hear about us?

- AMSA** **Fleet One** **RTS** **Mail** **Electronic Marketing**
 Other: _____

**PLEASE FAX TO 1-260-429-3091 OR E-MAIL TO DRS@sirva.com AND FORWARD SIGNED ORIGINAL TO:
Driver Road Services
Program Customer Support
P.O. Box 988
Fort Wayne, IN 46801-0988**

The Driver Road Services Program is for business and commercial use only.