



Diamond Advantage[®] Agreement

RETURN MAIL TO DIAMOND ADVANTAGE ENROLLMENT, PO BOX 25954, SHAWNEE MISSION, KS 66225-5954 OR FAX TO (913) 451-2443

Company Information:

Name _____
Address _____
City _____ State _____ Zip _____
Phone Number _____ Fax _____
Email _____
LLC (Limited Liability Company) _____
LLC Member Name _____
Tax Identification FEIN # _____
SSN (United States) _____
SIN (Canada) _____

General Information:

Number of Trucks in Fleet _____ (Required Information)
Anticipated Monthly Usage at International Dealer \$ _____
Company Contact: _____
Phone Number _____ Email _____
Accounts Payable Contact _____
Phone Number _____ Email _____

Financial Information:

Corporation: YES NO
If YES – Duns Number If Known _____
Sole Proprietor: YES NO
If YES [U.S.] – SSN _____
If YES [Canada] – SIN _____
*SOLE PROPRIETOR TO FILL OUT FOLLOWING FIELDS
Bank Name _____
Bank Account Number _____
Bank Phone Number _____ Fax Number _____

Billing Statement Information:

Sorted by One of the Following:
 PO Number Unit Number Card Number
Statement Delivered Via:
 Internet Email U.S. Mail
Currency To Be Billed In: US Canadian

Card Information:

General Information:

Phone Number for Obtaining PO Authorizing Purchases _____
Unit Numbers on Card: YES NO
List Unit Numbers (If Applicable) _____

Specific Requirements:

PO Required: Always Never
Unit Required: Always Service Work Only

Card Dynamics:

Number of Cards Requested _____

Preferred Payment Method:

Customer Generated EFT
 Diamond Advantage Activated EFT
 Check

Additional Program Features:

EBS[®] (Emergency Breakdown Service) Option

A 24-hour toll-free number will connect you to an experienced Emergency Service Coordinator who will arrange to handle wrecker/repair service. An EBS agreement will be mailed to your attention to allow for your enrollment.

NO I am not interested in becoming enrolled in EBS.

Diamond Advantage® Card Holder Agreement

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

1. The Diamond Advantage cards and/or account numbers ("Card" or "Account") are issued by, and credit is extended by, MSC, P.O. Box 10922, Shawnee Mission, KS 66225. Any references in this Agreement to Diamond Advantage refer to MSC.
2. The applicant authorizes MSC 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. MSC 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 Diamond Advantage 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 MSC 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 MSC for a closed or deactivated merchant that have a transaction date prior to MSC'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. MSC is not a seller of merchandise. MSC neither sells nor warrants the goods or services obtained from Diamond Advantage merchants. MSC's sole function is to furnish credit and billing services; MSC does not warrant any merchandise or services from any source obtained by the use of MSC's credit or billing services. **MSC 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 MSC at 1-888-678-0550 and request a change to its credit line. MSC 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 20 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. MSC may suspend an account or terminate it at any time late charges are being accrued or assessed.
11. Accountholder may pay its Diamond Advantage statement by check or Electronic Funds Transfer (EFT), either by authorizing MSC to automatically deduct funds from its designated bank account or by submitting funds to MSC via Accountholder-initiated EFT. Accountholder shall notify MSC if the convenience of paying by EFT is preferred.
12. Accountholder shall make payments to MSC or MSC'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 MSC, Accountholder understands and agrees that MSC may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security held by MSC on behalf of the Accountholder. If Accountholder's bank should fail to honor payment to MSC or Accountholder's account becomes delinquent, MSC 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, MSC 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 ninety (90) days from the billing statement date to dispute charges. All disputes must be received by MSC in writing from the Accountholder within such ninety (90) day period. If an Account transaction is not disputed within ninety (90) 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 Missouri, 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 Missouri. Notwithstanding the foregoing, MSC 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, MSC 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. MSC may offset any amounts owed by Accountholder to MSC against any claims MSC has against the Accountholder. To secure all of Accountholder's obligations and liabilities to MSC under the terms of this Agreement, and all obligations and liabilities of Accountholder to MSC under any other document or agreement between Accountholder and Company executed from time to time, the Accountholder hereby grants to MSC 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 MSC for all costs and expenses incurred by MSC in collection and enforcing its rights hereunder, including but not limited to, late charges and attorneys' fees, if any, incurred by MSC to collect all amounts due on Accountholder's Account and/or foreclosing on its lien and security interest.
18. The Accountholder represents and warrants to MSC, with full knowledge that MSC will be relying on the following, that:
 - (i) 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.
 - (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 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.
19. 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 MSC all Cards or Account Numbers in the possession or under the control of the Accountholder, and will pay sums due MSC 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.
20. If Cards or Account Numbers are lost or stolen, it is the Accountholder's responsibility to call MSC 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 Corporation, P.O. Box 10922, Shawnee Mission, KS 66225.
21. Diamond Advantage is a registered trademark owned by Navistar, Inc.
22. 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: _____

Diamond Advantage Cards are accepted by International dealers participating in the Fleet Charge® program.
Customer Service: 1-888-678-0550. The Diamond Advantage Card is intended for business and commercial use only.

Office Use Only

Dealership _____
City / State _____ Salesperson Name _____