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# T-CHEK CUSTOMER AGREEMENT T-TIRES™ SERVICES ADDENDUM

Company Name:	Company Number:
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This ADDENDUM (the "Addendum") supplements and amends the T-Chek Customer Agreement, effective as of \_\_\_\_\_ (the "Agreement"), entered into by the undersigned ("Customer") and T-Chek Systems, Inc. ("T-Chek"), and provides the basis for usage by Customer of roadside servicing and tire purchasing services provided through the T-Chek/T-Tires program under the terms and conditions set forth herein. T-Chek may be referred to herein as the "Service Provider." It is the intent of the parties that this Addendum add only those terms stated within herein. All other terms of the Agreement shall remain in force and unchanged.

## 1. SERVICE OVERVIEW

- a) Customer completes tire profile worksheet and T-Chek will retain profile information. Profile information will be used to expedite call in orders. But, Customer can choose any available tire brand at the selected service location.
- b) Customer will be issued Cards that, with sufficient funds, will be used to pay for tire purchases.
- c) If Customer has a better national tire price than the quoted T-Tire price per tire event, the Customer national price will be honored.
- d) Customer will have access to billing data via a T-Chek password protected Web page.
- e) Customer will call 888-869-4526 24 hours, 7 days a week toll free T-Tire's phone number for service:
  - (i) Tire profile is used to expedite order.
  - (ii) Nearest dealer to perform work is determined.
  - (iii) Customer is given estimated final cost.
  - (iv) Credit is checked to see if customer is active, card is active, and has sufficient funds. If all three are true, dealer is dispatched or service will begin.

## 2. PRICING/FEES/PAYMENT

The Customer will be assessed a "Tire Transaction Fee" of \$5.00 per tire event. The Tire Transaction Fee will be added to the tire service charges billed to Customer by T-Chek. The Tire Transaction Fee shall override and replace the standard T-Chek transaction fee (the T-Chek transaction fee will not be assessed). Payment terms continue as set forth in the T-Chek Customer Agreement.

## 3. MISCELLANEOUS

- a) The parties agree that T-Chek shall have no responsibility for the safety of Customer's employees in connection with providing Services hereunder and that T-Chek makes no warranties or representations of any kind with respect to the safety of any Network service location or any other Network facilities, services, grounds, transportation services or surrounding areas. Customer agrees to hold T-Chek harmless from any and all claims, demands, actions, losses, cost and expenses, including attorney fees and court costs for any accident, personal injury or death, property damage, incidental or consequential damages, economic loss, or any other loss of any kind sustained or incurred by its employee travelers, agents, representatives or any other person or entity, which are alleged to arise directly or indirectly out of the performance or failure to perform any Services or obligations under this Addendum, regardless of the


nature of the claim or the theory or recovery asserted against T-Chek, including claims that T-Chek was at fault, negligent, or strictly liable.

- b) Customer agrees that all forms, reports, service locations and tire prices provided by T-Chek/T-Tires hereunder are "Proprietary Information" and are the exclusive property of T-Chek/T-Tires at all times. Customer is only authorized to use Proprietary Information for the purposes contemplated by this Addendum. Customer shall not reproduce or release Proprietary Information to other persons without the prior written consent of T-Chek.
- c) Customer agrees that it shall not disclose the terms of this Addendum to any third party without the advanced written authorization of Service Providers.
- d) The terms of the Services, including pricing, payment and access, are subject to change or cancellation by the Service Provider upon proper notice to Customer. All other terms of the Agreement remain unchanged and shall continue to apply to the services provided therein with full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Addendum to be executed and acknowledge that they have read and understood this Addendum.

<b>T-Chek Systems, Inc.</b>	<b>Customer</b>
BY:	BY:
PRINT:	PRINT:
TITLE:	TITLE:
DATE:	DATE:

A. COMPANY INFORMATION		
Company:		Address:
City:	State:	ZIP:
Contact Name:		E-Mail Address:
Phone: (    )    -	Fax: (    )    -	
T-Chek Company Number:		
Sub Account Number(s), if applicable:		
Number of Tractors:	Number of Trailers:	Other:

B. AUTHORIZATION OF SERVICE		
<p>The system generated incident number will be used as the Purchase Order (PO) and/or reference number for all incidents handled. Customers do have the option to assign an open PO which can be used as an internal reference for the fleets.</p>		
<p> Maximum dollar amount of repairs without needing authorization: \$ _____</p>		
<p>Your company will be contacted for authorization of repairs that will exceed the maximum amount indicated above. If nobody is available to provide authorization, service will be delayed until authorization is provided. To obtain authorization for repairs that exceed the limit, use the following list:</p>		
Contact #1:		Title:
Office Phone: (    )    -	Cell Phone: (    )    -	Home Phone: (    )    -
Contact #2:		Title:
Office Phone: (    )    -	Cell Phone: (    )    -	Home Phone: (    )    -
Contact #3:		Title:
Office Phone: (    )    -	Cell Phone: (    )    -	Home Phone: (    )    -
<p>If authorization is needed after hours and/or weekends, indicate who from above should be contacted and preferred phone number to call (if there is a different after hours contact, skip this and fill in after hours contact information):</p>		
<p> <input type="checkbox"/> Contact #1              <input type="checkbox"/> Contact #2              <input type="checkbox"/> Contact #3              Preferred Number:             <input type="checkbox"/> Office              <input type="checkbox"/> Cell              <input type="checkbox"/> Home         </p>		
After Hours Contact #1:		Title:
Office Phone: (    )    -	Cell Phone: (    )    -	Home Phone: (    )    -
After Hours Contact #2:		Title:
Office Phone: (    )    -	Cell Phone: (    )    -	Home Phone: (    )    -

**C. REQUIRED INFORMATION PER INCIDENT**

The same information that you require for a standard POS fuel purchase with your T-Chek fuel card will be required when calling T-Tires for a tire purchase.

**D. TIRE INFORMATION**

**Tire Preferences**

Steer Tire:

Drive Tire:

Trailer Tire:

If possible, replace tires with the following:

Drive Tire:  New  Recap

Trailer Tire:  New  Recap

**Disposition of Tires:**  Return with dealer for disposal  Return to driver

**E. CURRENT NATIONAL ACCOUNTS**

Company:

Account #:

Company:

Account #:

Company:

Account #:

Company:

Account #:

**Additional information that would help us give the best service:**

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

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

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

Fax completed form to 952-934-3411, Attention: T-Tires

**NOTE: The number to call for a tire purchase is  
888-869-4526**