



# FORD FLEET CARE PROGRAM AGREEMENT

## **DEFINITION OF FORD MOTOR COMPANY ("FORD") FORD FLEET CARE CONSOLIDATED BILLING AND PARTS PURCHASE PROGRAMS**

Upon acceptance into the Ford Fleet Care Consolidated Billing Program or Ford Fleet Care Parts Purchase Program, Ford will establish a billing account and pay participating Ford or Lincoln dealerships, Quick Lane Tire & Auto Centers or any Ford authorized program service provider in the USA or Ford and Ford-Lincoln dealerships or Quick Lane Tire & Auto Centres in Canada (collectively referred to as "Ford Fleet Care Service Providers") for repair, maintenance service, parts or accessories, Ford Protect Extended Service Plans, Rotunda shop equipment, or Ford Fleet Training purchases on behalf of the approved fleet company ("Fleet Company") in accordance with the Ford Fleet Care Program Agreement provisions set out herein. Additional forms may be required for requested enrollment options as specified under Program Selections.

**ELIGIBILITY AND AGREEMENT PERIOD.** Eligibility for the Ford Fleet Care Consolidated Billing Program is in effect from the issue date of the Ford Fleet Care Program acceptance letter, and is valid for the duration of the fleet company's enrollment in the Program. Eligibility for the Ford Fleet Care Parts Purchase Program is in effect from the issue date of the Parts Purchase membership card and is valid for the duration of the Fleet Company's enrollment in the Ford Fleet Care Parts Purchase Program. Enrollment for both programs is renewed annually with then current provisions, unless notified and agreed to otherwise. Ford Fleet Care billing services may not be used for non-Ford vehicle components and/or operating systems on vehicles not owned, leased and operated by the approved fleet company, including Ford Qualified Vehicle Modifiers.

## **WHERE TO GO FOR SERVICE OR PARTS PURCHASES.**

All Ford Fleet Care Service Providers can perform repairs or maintenance services under the terms of the Ford Fleet Care Consolidated Billing Program. Parts may be purchased under the terms of the Ford Fleet Care Parts Purchase Program from all participating Ford or Lincoln dealerships in the USA or Ford and Ford-Lincoln dealerships in Canada. Certain parts or services may not be available for non-Ford vehicles. Motorcraft brand parts and fluids may be available from participating Ford Authorized Distributors.

## **PROGRAM CREDIT LIMIT AND MAXIMUM AUTHORIZED REPAIR AMOUNT.**

**Credit Limit:** A maximum credit limit will be established for the Fleet Company based on a credit history evaluation and vehicle enrollment. Credit limits may be adjusted (increased/decreased) based on program activity and vehicles enrolled. Services or purchases that exceed the Fleet Company's credit limit may result in suspension of Ford Fleet Care billing privileges. As a result, additional services or purchases may be denied until payment has been made. Requests for credit limit increase may be sent in writing to Ford Fleet Care Administration at the correspondence address identified below.

**Ford Fleet Care Consolidated Billing Program:** Should the total cost of repairs exceed the authorized limit, the Ford Fleet Care Service Provider will contact the Fleet Company for authorization, which shall be evidenced by the issuance of a purchase order or approval number, prior to proceeding with the repair. The authorization limit is set by the Fleet Company at the time of enrollment as Repair Prior Approval and generally will not exceed \$500.00. The authorization limit may be modified at Ford's sole discretion by submission of a written request to the correspondence address below at a later date. Repairs that are less than the authorization limit are deemed to be authorized repairs. The Fleet Company is responsible for payment of all authorized repairs.

**Ford Fleet Care Parts Purchase Program:** All parts purchases shall require authorization for purchase from the Fleet Company, which shall be evidenced by the issuance of a purchase order or approval number. The Fleet Company is responsible for payment on all authorized parts purchases.

## **FORD FLEET CARE NATIONAL PROGRAMS.**

Ford Fleet Care may offer national programs as part of the Consolidated Billing program, such as Glass and Roadside programs. The Fleet Company is automatically enrolled in Ford Fleet Care national programs as they become available. Services provided under the Ford Fleet Care national programs have set pricing per event, therefore, prior approval from the Fleet Company is not required, even if the charges exceed the established maximum authorized repair amount. Additional information is available at [www.fleetcare.ford.com](http://www.fleetcare.ford.com).

## **ACCOUNT RESPONSIBILITIES FOR SERVICE AND MAINTENANCE OR PARTS PURCHASES.**

The Fleet Company is responsible for ensuring that: (1) Tax Exempt information, if applicable, is provided at time of service or purchase. (2) The requested work has been completed or the required part(s) have been received, (3) The repair or purchase order contains the correct name, VIN or account code, odometer reading and repair or purchase date and (4) The repair or purchase order is signed and dated or otherwise documented and a copy is retained for the Fleet Company's records.

**STATEMENT OF ACCOUNT, INVOICE AND SUMMARY.** Each billing period, Ford will post online or send the Fleet Company a summary and detail of individual charges, an invoice tallying monthly charges and a statement of account that includes billing and payment activity from the previous billing period. Online billing documents are available at [www.fleetcare.ford.com](http://www.fleetcare.ford.com). Documents without billing charges are not posted online or sent to the Fleet Company.

**FOREIGN EXCHANGE.** USA/Canadian currency exchange will be calculated based on the Ford bookkeeping rate at the time of the repair or parts purchase, as the case may be, with no service fees charged.

**CHARGES AND FEES.** Ford will bill the fleet company for their authorized repairs and services (including Prior Approval repair values) not covered by the New Vehicle Limited Warranty, Ford Protect Extended Service Plan (ESP), or other Ford program, and for parts and products purchased using an assigned Ford Fleet Care billing account number. Approved deviations from the standard services outlined in this agreement may result in additional charges to the Fleet Company's account. Service requests that may cause additional charges may include, but are not limited to: Requests for customized data reports, billing reprint requests, alternative billing services (i.e. EDI, third party billing services) or express mailing of billing documentation. Additionally, approved payment terms extended beyond net thirty days may result in additional charges.

**PAYMENT.** The Fleet Company shall pay Ford the amount stated on the invoice by the specified due date. At Ford's sole discretion, existing credit on account may be applied to subsequent billing, thereby reducing the amount owed. This will be reflected on the Fleet Company's statement of account, which is provided with the current billing period's invoice. In the event of nonpayment in whole or in part, Ford reserves the right to suspend or cancel Ford Fleet Care billing privileges upon written notice to the Fleet Company. Ford reserves the right to seek payment by any legal means it deems appropriate, including the right to offset against and redirect payments of any amounts otherwise payable to the Fleet Company by Ford (e.g. Competitive Price Allowance (CPA), Government Price Concession (GPC), etc.). Delinquent payment may be reported to national credit bureaus.

**LATE PAYMENT FEE.** Charges not disputed in writing or not paid by the specified invoice due date will be subject to a late fee at the standard rate of 4%, calculated and compounded monthly from the invoice due date until payment is received in full. Disputed charges will be exempt from the monthly service fee provided payment is made within 30 days from the time the dispute is resolved. The Fleet Company will be responsible for late fees incurred on delinquent invoices as a result of a failure to identify vendor approval steps or documentation required to facilitate payment. Additionally, approved payment terms extended beyond net thirty days may incur a late payment fee higher than the standard rate.

**DISPUTED CHARGES.** The Fleet Company MUST submit in writing inquiries and applicable copies of disputed charges within 30 days of the date of the invoice. Charges not disputed within 30 days of the date of invoice will become the responsibility of the Fleet Company. Disputed charges must include the Fleet Company name and account number, the dollar amount being disputed, and a description of the dispute and any supporting documentation. Submitting disputed invoices immediately may help in avoiding interruption of Ford Fleet Care service. Ford Fleet Care is a billing service only, so Ford will only correct errors made by Ford. Ford shall not be responsible for any misrepresentation of the Ford Fleet Care program and its features by a Ford Fleet Care Service Provider, any claims that work was not actually provided by the Ford Fleet Care Service Provider, or that the Ford Fleet Care Service Provider inaccurately or improperly performed the work. *The Fleet Company should contact the Ford Fleet Care Service Provider directly to resolve these types of disputes.* Ford makes no warranty or representation regarding the work performed by the Ford Fleet Care Service Providers or the parts and services provided by the Ford Fleet Care Service Providers, except to the extent that any purchased parts or accessories may be subject to an express Ford product warranty.

**TO CANCEL FORD FLEET CARE ENROLLMENT.** The Fleet company MUST notify Ford's Ford Fleet Care Administration in writing as soon as: (1) An enrolled vehicle is taken out of service, (2) Ford Fleet Care is no longer desired on a vehicle, or, (3) the Consolidated Billing or Parts Purchase account is no longer desired. The request must include the Fleet Company account code and specific VIN information if applicable. The enrollment cancellation process generally takes 10 business days from Ford's receipt of the request. The Fleet Company will be charged and responsible for all repairs performed on vehicles and/or parts purchases until Ford Fleet Care Administration completes the cancellation process. To avoid being charged, the Fleet Company should instruct drivers to refrain from receiving service or purchasing parts through Ford Fleet Care while the enrollment cancellation is in process. Confirmation of enrollment cancellation will be provided to the Fleet Company upon completion.

**TERMINATION AND CHANGES TO Ford Fleet Care PROGRAM AGREEMENT.** In addition to any other termination rights specified herein, Ford shall have the right to terminate the Ford Fleet Care Program Agreement with the fleet company at any time, with or without cause, upon providing thirty (30) days prior written notice to the fleet company. Additionally, Ford shall have the right to change the Program Agreement at any time and such changes shall be effective upon Ford providing thirty (30) days prior written notice to the fleet company.

## **CORRESPONDENCE.**

Please direct all inquiries to Ford Fleet Care Administration as follows:  
Phone: (800) 367-3221  
Fax: (313) 390-3555  
Email: [ffcadmin@ford.com](mailto:ffcadmin@ford.com)  
Mail: 19855 W Outer Drive Suite #500  
Garrison Place East  
Dearborn, MI 48124

## **PRIVACY STATEMENT.**

Ford's full privacy policy is available at [www.fleetcare.ford.com](http://www.fleetcare.ford.com) for review.