

# Accountholder Application and Agreement

## 1. Company Information

Business Legal Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
*(If different from physical address listed above.)*

Company Phone #: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ Annual Sales \$: \_\_\_\_\_

Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_ Duns #: \_\_\_\_\_

State of Formation: \_\_\_\_\_ Type of Organization:  Corporation  LLC  Subchapter S Projected Volume \$ \_\_\_\_\_

Truck Customer: # of Trucks in Fleet: Volvo: \_\_\_\_\_ Mack: \_\_\_\_\_ Other (please specify make): \_\_\_\_\_

Construction Equipment Customer: # of Volvo Machines \_\_\_\_\_

## 2. Contact Information

Equipment/Fleet Manager:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Accounts Payable Manager:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

## 3. Authorization for Automatic Direct Payments - Electronic Funds Transfer (ACH Debit)

The undersigned (the "Customer") hereby authorizes VFS US LLC, and its affiliates and subsidiaries (the "Lender"), to initiate automatic debit entries (withdrawals from) the financial institution indicated by the Company, called ("Depository"), and to automatically withdraw funds from such account. The undersigned understands that the amounts withdrawn from this account may vary each month according to the terms of the account (see Terms and Conditions below). Company acknowledges that the origination of ACH transactions to Company's account must comply with the provisions of U.S. law. The Company understands that the Lender reserves the right to discontinue this automatic withdrawal service at any time. This authorization is to remain in full force and effect until Company has received written notification from the undersigned (if more than one, any one of the undersigned) of its termination in such time and in such manner as to afford Lender and Depository a reasonable opportunity to act on it.

Please provide the below information, to complete the setup of account:

Account Number: \_\_\_\_\_ Routing Number: \_\_\_\_\_

Statement Notice Email(s): \_\_\_\_\_

X \_\_\_\_\_  
*(Authorized Signature (required)) (Please Print Signor Name) (Date)*

## 4. Parts and Service Financing – Terms and Conditions

**General.** In this Agreement, the term "Account(s)" means the line of credit extended to the Company by us as well as the purchasing and billing account tied to specific Dealerships for the exclusive purpose of purchasing parts and services and including other charges authorized by Lender. The term "Authorized Accountholder" means any person, including any Equipment/Fleet Manager, designated by the Company as a permitted user of an Account. The word "Sub-Account" means any account number that may be issued on the Account to an Authorized Accountholder, at the request of the Company. The word "Company" refers to the business entity that has submitted an enrollment agreement or application for an Account or has used or authorized the use of an Account, thereby accepting the terms of this Agreement as provided below. The term "Equipment/Fleet Manager" refers to the person(s) authorized by the Company to request that an Account be opened and otherwise transacts business with respect to the Account, and any Sub-Account number(s) and the designation of Authorized Accountholders; it also includes any successor to that person identified by the Company. The words "we," "our," and "us" refer to VFS US LLC, as well as its successors and assigns, "Lender", as well as the use of our brand name, "Parts and Service Financing" and "PSF". The words "you" and "yours" mean the Company and any other person or entity that guarantees or otherwise become obligated on the Account.

**By signing an enrollment agreement, by acknowledging these terms and conditions, or by using or permitting the use of the Account or any Sub-Account, the Company is bound by the terms and conditions of this Agreement.**

**Standard Billing Terms:** Statement+20 (all payments are due within 20 days of the statement date). From time to time Extended Billing Terms may be permitted for specific transactions ("Extended Term Transactions") at our sole discretion and those Extended Billing Terms will be offered to you by Lender; however, should Extended Term Transactions be offered to you, you acknowledge that you always have the right to pay cash at the time of purchase. Enrollment in Automatic Direct Payments (ACH Debit) is a requirement of participation in the FleetPREFERRED/SMART Commercial Account program. Payments made by any means other than ACH Debit are due within 30 days of the dealer invoice.

**FleetPREFERRED/SMART Commercial Account Purchasing Accountholder Agreement use limited to charges for parts, services and construction equipment rentals at Participating Dealerships, and other charges requested by the Company that have been authorized in writing by Lender.**

**IMPORTANT NOTICE.** Before using the FleetPREFERRED/SMART Commercial Account, read this Agreement thoroughly. This Agreement governs the use of the Account and any Sub-Account(s) and supersedes any prior Accountholder Agreement related to the Account.

**Credit Extended to the Company.** All credit obtained with the Account (and/or Sub-Accounts if applicable), is deemed to be an extension of credit made to the Company for its benefit and not to or for the benefit of the Authorized Accountholder. The Authorized Accountholder or any Sub-Account is the only permitted user of the Company's Account.

**Credit Limit.** We may establish a credit limit for the Company based upon, among other factors, the Company's spending patterns and payment history. The outstanding balance under the Account (including accrued fees and finance charges) may not, at any time, exceed this credit limit. At any time we may, if we wish, change any credit limit.

**Business Purposes.** You agree that the Account and all Sub-Accounts issued under the Account will be used solely for business or commercial purposes and not for personal, family, household or any other consumer purposes.

**Statement of Account.** Statement of Account will be created and sent electronically bimonthly on or around the 10th and 25th day of the month. If the scheduled date is not a business day the statement will be printed the last business day before the scheduled date. A business day is defined as a day that banking institutions are open for business in North Carolina. The Statement of Account will reflect the balance (including purchases), and any fees and finance charges with due dates. It will also contain an itemized list of current open invoices, payments and credits. The outstanding balance will be shown as the "Amount Due." We may send the Statement of Account as an electronic communication through the Electronic Data Interchange ("EDI"), or send electronic mail notification to your electronic mail address informing you that your Statement of Account is available for retrieval and may be accessed at <https://fleetpreferred.volvo trucks.us/web/volvo/usa/login> or <https://fleetpreferred.macktrucks.com/web/mack/usa/login> or <https://smartcommercialaccount.com/web/vce/usa/login>. The Company is required to provide a valid email address for notification. We are not responsible if Company does not notify Lender of contact changes.

**Payments on the Account.** The primary method of payment made to us shall be by ACH Debit. In the event that an ACH Debit could not be initiated in a particular instance, payment may be made by check, money order or similar instrument payable in U.S. funds and drawn on a financial institution located in the U.S. Payments will be credited as of the date of receipt. We will not accept cash. **We are not obligated to accept any payment marked "payment in full" and we reserve the right to reject such payment. Even if we inadvertently process the payment, the processing will not satisfy the obligation unless the payment is sufficient to pay the total amount owed. Communications concerning the disputed obligation and any instrument tendered as full satisfaction of a debt are to be sent to Parts and Service Financing, P.O. Box 26131, Greensboro, NC 27402-6131.**

**Finance Charges and Fees.** Payments are due within 20 days of the statement date (within 30 days of the date of Dealer invoice if paid by any means other than ACH Debit). Any unpaid amount on a statement outstanding more than 20 days, or unpaid within 30 days of Dealer invoice, is delinquent. Delinquent accounts will be assessed finance charges at the following rates, and will be assessed at the invoice level:

**Annual Percentage Rate ("APR"):** 18%  
**Bimonthly Periodic Rate:** 0.75%

In addition, at times, we may offer you special financing promotions for certain transactions including without limitation Extended Term Transactions ("Special Promotions"). The terms of this Agreement apply to any Special Promotion. However, any Special Promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you. For any Special Promotion, if the required payments are not made by you in accordance with the terms of such Special Promotion, interest will be imposed on all delinquent amounts at the above APR percentage rate. Special Promotions may not be offered in all geographic areas.

When you make a qualifying purchase under any Special Promotion offered by Lender, no interest will be assessed on the purchase if you pay required amounts in full within the applicable promotional period. Minimum monthly payments are required. Some or all of the minimum payment based on the promotional balance may, in the discretion of Lender, be applied to any other delinquent account balances, in which case sufficient additional payment amounts may be required in order for you to comply with the Special Promotion requirements. These promotional offers may not be available at all times for all purchases. Please see any Special Promotion advertising or other disclosures provided to you for the full terms of any Special Promotion offered. You should not agree to engage in any Extended Term Transaction or other Special Promotion without advance receipt from the Dealer of written disclosure materials setting forth terms and conditions specific to such Promotion.

To the extent that any fees, including Extended Term Transaction Fees, or interest rate or finance charge imposed by this Agreement or under any Special Promotion be deemed to violate the laws or regulations of any state or jurisdiction, upon written request of Customer following final determination of such non-compliance by a court of competent jurisdiction, or alternatively in the sole discretion of Lender, Lender will refund any amounts paid by you that not in compliance with such law or regulation, but you agree that you will nevertheless be responsible to Lender for all other amounts, including without limitation sums for the principal amount of any goods or services purchased, which amounts are in compliance with applicable laws and regulations.

**Non-Sufficient Funds ACH Fee:** A \$25 minimum NSF fee will be assessed in the event that payment is returned due to non-sufficient funds. We may immediately attempt to collect the full amount by presenting another ACH Debit for the amount left open on the account. If we are unable to obtain payment, we reserve the right to immediately suspend the account or reduce available credit until payment has been established. We are not responsible for any overdraft fees charged by your bank or incurred due failed draft attempts.

**Promise to Pay.** The Company agrees to be liable for all amounts charged against the Account or by use of any Sub-Account(s) and for any fees and finance charges and to pay such amounts to us, all in accordance with the terms of this Agreement. **Once a charge is made through the use of the Account number, we cannot "stop payment" on the charge. If there is a dispute involving a charge on the Account, please refer to the section entitled "Disputed Charges."**

**Agreement or Account Termination or Suspension.** We, or the Company, may terminate this Agreement or the authority of the Company or any Authorized Accountholder to use the Account or the Sub-Account(s) at any time for any reason, including, but not limited to, your default under this Agreement, or canceling of ACH Debit. We may suspend the Account or the Sub-Account(s). If the Company wishes to terminate, the Company must first notify us in writing to close all Accounts and Sub-Account(s), and must also make full and final payment of all amounts owed to us in accordance with the terms and conditions of this Agreement. Until the Company does so, this Agreement, and the Company's obligations hereunder, shall remain in effect.

**Default.** The Company is in default under this Agreement if it fails to pay the full balance shown for each invoice listed on any statement of account by the Invoice Due Date shown on the statement or fails to pay any other amount, including fees and finance charges, under the Account when due, files for bankruptcy or similar protection (or has such proceedings filed against it), exceeds its credit line without prior authorization, pays by automatic debit or other means that is not honored, defaults on any other Agreement with us or any of our Affiliates, sells all or substantially all of its assets, undergoes a change of ownership or control or other significant reorganization of its business to which we have not consented in writing, or suffers a material adverse change in business or financial condition. In the event of default, we may close the Account.

**Acceleration upon Default, Attorneys' Fees and Costs.** We may terminate this Agreement, or any Account, because of default and may demand immediate payment in full and enforce any of our legal rights, including the right to charge court costs, reasonable attorney's fees, and collection costs. If we choose to not terminate this Agreement, or any Account, because of default but incur court costs, reasonable attorneys' fees, or collection costs in connection with such default(s), the Company is liable for these fees and costs and shall, upon demand and subject to applicable law, immediately pay the same.

**Financial Statements.** At our request, the Company will provide copies of its current audited financial statements and/or tax returns, and such additional information as we may deem necessary in connection with the opening, maintenance, or collection of any Account.

**Change of Name, Address, or Banking Information.** The Company agrees to notify us by contacting Customer Service by telephone or mail at the number or address shown on the Statement of Account within ten (10) days of any change in any of the following: name of business, ownership, billing, e-mail, billing address, and/or banking information.

**Assignment.** You may not assign this Agreement, any Sub-Account, or Account to any person. We may assign the Agreement or any of our interests, rights, or payments hereunder, to any person without prior notice.

**Telephone Monitoring.** To ensure a commitment to customer service, on occasion calls to us or preferred suppliers may be monitored or recorded for training and quality control purposes. All calls to us are treated confidentially.

**Sharing Customer Information with Affiliates.** We share information about you on a confidential basis with entities related to us or affiliated with us by corporate control ("Affiliates"). Other information you provide to us or that we obtain from third parties (for example, credit bureaus) will not be shared if you notify us that you do not want such information shared with our Affiliates.

**Customer Privacy.** We will safeguard, according to standards of security and confidentiality consistent with industry practices, any information you share with us. We will limit the collection and use of any such information to the minimum we require in order to deliver you superior service, which includes advising you about our products, services, and other opportunities, and to administer our business. Whenever we hire other organizations to provide support services, we will require them to conform to our privacy standards and to allow us to audit them for compliance.

**Waiver.** We may, at our option, choose to delay enforcing or waive any of our rights under this Agreement in certain circumstances without affecting any of our other rights.

**Changing this Agreement.** We can change any provision of this Agreement, including fees and the annual percentage rate, at any time. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the full balance due by the date shown on your statement. Otherwise, the change in the notice is binding. Unless we notify you otherwise, use of the Account after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired. **A CHANGE IN THE ANNUAL PERCENTAGE RATE IS NOT CONSIDERED A CHANGE IN THIS AGREEMENT.**

**Entire Agreement.** This Agreement, any enrollment agreement, and any Account mailer we send to the Company or any Authorized Accountholders reflect the entire understanding between you and us concerning the subject matter hereof. If there is a conflict between those documents, the terms of this Agreement shall control. Any representation, promise, modification, or amendment to this Agreement shall not be binding upon us unless in writing and signed by us. If any provision of this Agreement is finally determined to be unenforceable under any law, rule, or regulation, all other provisions of this Agreement shall remain valid and enforceable to the extent necessary to carry out the intent of the parties.

**Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of North Carolina, without reference to the choice of law rules of the State of North Carolina.

**Waiver of Jury Trial.** To the extent permitted by applicable law the Authorized Accountholder voluntarily and intentionally waives any right it may have to trial by jury in respect to any litigation in connection with this Agreement or the Account. The Authorized Accountholder acknowledges that this waiver of jury trial is a material inducement to us in extending credit and that Parts and Service Financing would not have extended such credit without this jury trial waiver.

# Accountholder Application and Agreement

**DISPUTED CHARGES ----KEEP THIS NOTICE FOR FUTURE USE.**

If there is an invoice listed on your Statement of Account that you believe is incorrect or you do not believe you owe, please login to the FleetPREFERRED/SMART Commercial Account Customer Service website <https://fleetpreferred.volvotrucks.us/web/volvo/usa/login> or <https://fleetpreferred.macktrucks.com/web/mack/usa/login> or <https://smartcommercialaccount.com/web/vce/usa/login> to submit a dispute. **A dispute must be received through the FleetPREFERRED/SMART Commercial Account website within 60 days of the date of the statement on which the disputed invoice first appears.** If our investigation demonstrates that the charge does not properly reflect the transaction amount or does not belong on your account, a permanent credit adjustment will be made to your account.

PLEASE NOTE THAT A DISPUTE WITH THE DEALERSHIP REGARDING THE QUALITY OF PARTS SOLD OR SERVICES RENDERED DOES NOT CONSTITUTE GROUNDS FOR DISPUTE OR NONPAYMENT OF ANY CHARGE ON THE ACCOUNT. YOU AGREE THAT YOU WILL NOT ASSERT AGAINST US ANY CLAIM, DEFENSE, SETOFF OR COUNTERCLAIM THAT YOU MAY HAVE AGAINST ANY DEALERSHIP, DISTRIBUTOR, OR MANUFACTURER IN CONNECTION WITH ANY PURCHASE MADE THROUGH THE USE OF THE ACCOUNT. ALL DISPUTES REGARDING QUALITY OF PARTS OR SERVICES MUST BE RESOLVED WITH THE DEALERSHIP.

**5. Ownership Information** This information is requested for our use in complying with government regulations related to terrorism, money laundering and other financial crimes.

**IF AN INDIVIDUAL:**

Name: \_\_\_\_\_ % Owned: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security No.: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**IF AN INDIVIDUAL:**

Name: \_\_\_\_\_ % Owned: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security No.: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**IF A BUSINESS:**

Name: \_\_\_\_\_ % Owned: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

State of Formation: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Additional owners must submit the same required information on a separate page.

## 6. Signature

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION AND ENROLLMENT FORM IS TRUE AND CORRECT AND AUTHORIZES VFS US LLC, ITS AFFILIATES SUBSIDIARIES, ASSIGNS AND SERVICE PROVIDERS (the "PSF PARTIES") OR PERSON TO WHOM THIS APPLICATION IS MADE AND ANY CREDIT BUREAU OR INVESTIGATIVE AGENCY TO INVESTIGATE THE INFORMATION CONTAINED WITHIN THIS APPLICATION AND OBTAIN INFORMATION ABOUT THE ACCOUNTS AND CREDIT EXPERIENCE OF THE UNDERSIGNED. THE UNDERSIGNED AUTHORIZES ALL PARTIES CONTACTED TO RELEASE CREDIT AND FINANCIAL INFORMATION REQUESTED AS A PART OF SAID INVESTIGATION. THE PSF PARTIES OR PERSON TO WHOM THIS APPLICATION IS MADE MAY ALSO DISCLOSE INFORMATION ABOUT THE UNDERSIGNED TO DEALERSHIPS, OTHER DEALERS, OTHER LENDERS AND CREDIT BUREAUS AND OTHER PERSONS INCLUDING ENTITIES AFFILIATED AND ASSOCIATED WITH THE PSF PARTIES. THIS SHALL BE CONTINUING AUTHORIZATION FOR ALL PRESENT AND FUTURE INQUIRIES AND DISCLOSURES OF ACCOUNT INFORMATION AND CREDIT EXPERIENCE ON THE UNDERSIGNED MADE BY THE PSF PARTIES OR PERSON TO WHOM THIS APPLICATION IS MADE OR ANY PERSON REQUESTED TO RELEASE SUCH INFORMATION. **THE UNDERSIGNED AGREES THAT THE PSF PARTIES MAY PROCESS DATA AND/OR INFORMATION IN ANY COUNTRY WHERE PARTIES MAY HAVE A PRESENCE. THE UNDERSIGNED CERTIFIES THAT THE OWNERSHIP INFORMATION PROVIDED WITH THIS APPLICATION IS ACCURATE AND COMPLETE AND THAT NEITHER THE UNDERSIGNED NOR ANY OF THE UNDERSIGNED'S DIRECT OR INDIRECT OWNERS ARE SUBJECT TO ANY PROHIBITIONS UNDER ANY REGULATION OR ORDERS OF THE U.S. DEPT. OF TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL.** THE UNDERSIGNED ALSO CERTIFIES THAT THEY DO NOT ENGAGE IN ANY TRANSACTIONS PROHIBITED BY ANY U.S. LAWS.

I have read the terms and conditions contained on the attached Accountholder Agreement and agree as a duly-authorized officer of the Company that the Company is and shall be bound by the same.

**X** \_\_\_\_\_  
(Signature of Authorizing Officer (required))

\_\_\_\_\_  
(Please Print Officer Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)