



FYX Fleet Terms and Conditions

1. Introduction

These Terms and Conditions ("Terms") govern the use of FYX Fleet's ("FYX") roadside assistance services by the customer ("Customer"). By requesting or utilizing FYX's services, the Customer agrees to be bound by these Terms. Customer service details are outlined in a separate document called a "Service Document" or another written agreement signed by a FYX Fleet official. Such Service Document, along with these Terms, form the complete agreement between Customer and FYX.

2. Services Offered

FYX offers a variety of roadside assistance services for trailers and tractors, including:

- Tire repair and replacement (new and retreads)
- Minor and major mechanical work
- FMCSA inspections
- Towing and recovery
- Load shifts
- Structural repair

3. Obtaining Roadside Assistance

Customers can request roadside assistance by:

- Calling (866) 220-0732
- Using the FYX Portal on the website
- Downloading the "FYX Driver" app

4. Charges and Fees

- Rates vary depending on:
 - Region of service
 - Service type (in-market vs. out-of-market)
 - Time of day (business hours vs. after hours/weekends/holidays)
 - Parts and labor required
- Additional charges may apply for certain services like towing and reefer repair.
- Invoices are sent electronically and due within 30 days.
- Refer to Customer Service Document for charges and fees.

5 BILLING AND COLLECTIONS

5.1 INVOICING

FYX shall send all billing invoices to Customer at the email address on record or via other electronic means (e.g. web, EDI).

Individual invoices are sent automatically via email upon completion of the repair or other Roadside Assistance service (the invoices are attached as a PDF file). Multiple invoices may be



received in one day. FYX shall provide Customer with sufficient detail (e.g. Equipment number, date) to support the invoiced amounts. Except for any portion properly disputed under section 5.2, Customer shall pay all invoices, in full, within thirty (30) days of the invoice date.

5.2 DISPUTES

If Customer disputes an invoice it must notify FYX in writing within thirty (30) days of the invoice date via email at help@fyxfleet.com. FYX shall not review any disputes submitted after such 30-day period and the full amount of the invoice shall be due and payable per Section 5.1 and Customer shall be deemed to have irrevocably waived any rights to challenge any or all portions of the invoice. FYX shall review all invoice disputes for which it receives proper and timely notice within fifteen (15) days of its receipt and shall credit Customer for any disputed charges that in FYX's reasonable judgment are not for Customer's account. Under no circumstances shall FYX be responsible for detention fees or any fees related to driver's down time.

5.3 REPAIR EXPECTATIONS

Approval Process: It shall be Customer's sole responsibility to provide FYX with any reference number, purchase order, pro number and/or any other special requirement (collectively, a "Reference Number") that it may require for invoicing or other purposes at the time Roadside Assistance is requested by Customer or its driver or other representative. Failure by Customer, its driver or other representative to timely provide a Reference Number shall not relieve Customer of the obligation to pay the Roadside Assistance provided.

Cancellation: After submitting a service request, any cancellation must be reported immediately to FYX by phone (866-220-0732) or via the FYX portal. **Customer shall be responsible for all dry run charges in the event it fails to communicate the cancellation to FYX within 15 minutes of requesting Roadside Assistance.**

Changes: To avoid service delays and/or dry run charges, Customer shall promptly report all changes from the originally documented service request (i.e., changes to the equipment numbers, equipment type, component detail requiring repair, tire size, location) to FYX via phone (866-220-0732) or the FYX portal.

Dry Run: In the event the applicable vendor assigned to the applicable task in connection with the services provided by FYX pursuant to a Service Document (each such vendor, a "Repair Vendor") arrives at the break down location and is not able to locate the Equipment or determines there is no problem with the Equipment, FYX shall contact the Customer's representative who initially requested the Roadside Assistance. If FYX is not able to reach the representative or the Customer's designated contact, FYX shall advise the Repair Vendor to make another attempt at locating the Equipment or identifying the problem. **If the Repair Vendor is still unable to locate the Equipment or again determines there to be no underlying problem with the Equipment, FYX shall invoice Customer for the service call fee and all other related charges regardless of whether or not the Repair Vendor ever performs the contemplated services relating to the matter.**

ETA: In the event Customer has not received Repair Vendor's estimated time of arrival ("ETA") within thirty minutes of a service request, Customer should contact FYX via phone (866-220-0732) or the FYX portal.

Removed Parts: When requested by Customer, FYX shall instruct the Repair Vendor to provide parts and/or tires removed from the Equipment during the service call to the driver. However, FYX



shall not be held liable for any such parts and tires not kept by the driver or not provided by the driver to Customer. It shall be solely the responsibility of Customer to retain any parts or tires removed from the Equipment during a service call. If there is an issue with the release of the parts/tires by the Repair Vendor, Customer should contact FYX immediately by phone (866-220-0732).

Repair Vendor: FYX shall pay the Repair Vendor directly for all Roadside Assistance provided to Customer hereunder. Under no circumstances shall Customer pay the Repair Vendor directly. Customer shall contact FYX immediately by phone (866-220-0732) if either the Repair Vendor and/or shop requests payment for services from the Customer or its driver. FYX shall not be liable for any payments made by the Customer directly to the Repair Vendor and/or shop and no such payment shall relieve Customer of its obligation to pay for services hereunder. Further, a \$250 management fee may be applied in such instances and billed to the Customer and Customer shall promptly pay such amount.

5.4 PAYMENT METHODS

Customer shall pay for service via ACH, Check, Comcheck, or Credit Card:

- **Payment by ACH:**

Truist
111 Lookout Farm Drive
Crestview Hills, KY 41017
ABA Routing#: 083900680
Account#: 5188072811
Remit email address: arremit@fyxfleet.com

- **Payment by Check:**

FYX Fleet, LLC.
PO Box 791661
Baltimore, MD 21279-1661

- **Payment by credit card or virtual check:**

Please Call 866-935-8473

5.5 INVALID PAYMENT INFORMATION

FYX shall assess a fee against Customer as determined to be reasonable by FYX in the event of a returned check or failure of an electronic payment (whether onetime or scheduled) authorized by Customer (e.g. credit card, ACH, etc.) and Customer shall promptly pay such amount.

6. Account Management

- Customers are responsible for registering and maintaining an account.
- FYX reserves the right to suspend or terminate accounts for non-payment or violation of these Terms.

7. Limitation of Liability

- FYX does not guarantee the quality, merchantability, or fitness for a particular purpose of any repairs, materials, or parts provided.



- FYX is not liable for lost profits, special, consequential, or exemplary damages, even if advised of potential issues.
- Repair Vendors are independent businesses and FYX is not responsible for their work. The Customer agrees not to bring any claims against FYX or any of its affiliates relating to the work done by any Repair Vendor.
- **DISCLAIMER OF WARRANTIES. OTHER THAN AS EXPRESSLY PROVIDED IN THESE TERMS, FYX MAKES NO EXPRESS OR IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR OTHERWISE WITH RESPECT TO ANY REPAIRS, MATERIALS OR PARTS PROVIDED IN CONNECTION WITH THESE TERMS AND HAS NOT MADE, AND SHALL NOT BE BOUND BY, ANY STATEMENT, CONTRACT OR REPRESENTATION NOT SPECIFICALLY SET OUT IN WRITING AND SIGNED BY FYX.**

8. Indemnification

The Customer agrees to indemnify and hold harmless FYX from any claims, damages, or expenses arising from the Customer's non-compliance with these Terms.

9. Termination

- FYX may terminate these Terms and any related Service Document with 30 days' written notice.
- FYX may immediately suspend or terminate services for failure to make any payment as required by these Terms and any applicable Service Document, violation of these Terms or any applicable Service Document, insolvency of Customer, or if Customer seeks relief or protection under any law relating to bankruptcy. In addition to and without limiting FYX's suspension of services or termination rights hereunder, FYX shall have all rights and remedies provided hereunder and/or under applicable law arising from any breach or default by Customer under these Terms or any applicable Service Document. Any notice required by these Terms shall be in writing addressed to the party at the email address provided along with the digital acceptance on the Website or last known to FYX.

10. Force Majeure

FYX is not liable for delays or service disruptions due to events beyond its control, such as natural disasters or labor disputes.

11.

Dispute Resolution

- Disputes regarding invoices must be notified to FYX via email within 30 days of the invoice date.
- These Terms are governed by the laws of the State of Kentucky, and any legal disputes will be settled in Kentucky courts. Both parties hereby waive the right to a jury trial in connection with any such dispute.

12. Entire Agreement

These Terms and any applicable Service Document constitute the entire agreement between FYX and the Customer and supersede any prior or contemporaneous communications.



13. Amendments

FYX may modify these Terms by publishing changes on FYX's website. Modifications apply to services provided after the date such modifications are published on FYX's website.

14. Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

15. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Kentucky, without regard to its conflict of laws principles.

16. Binding Effect

These Terms are binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. Waiver

No waiver of any provision of these Terms by FYX shall be effective unless in writing and signed by a duly authorized representative of FYX.

18. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, or sent by overnight courier service to the addresses set forth below:

- If to Customer: The address set forth on the Customer's account information.
- If to FYX: FYX Fleet Roadside Assistance, 8647 Baypine Road, Bdg. 1, Ste. 204, Jacksonville, FL 32256

19. Independent Relationships:

The Customer, FYX, and the service providers are all independent parties. Neither FYX nor Customer shall be deemed to be the employee or agent of the other. FYX shall not be deemed to be the agent or employee of any Repair Vendor. No Repair vendor shall be deemed to be the agent of FYX.

20. Headings

The headings used in these Terms are for convenience only and shall not be considered part of these Terms or be given any legal or equitable effect.

BY REQUESTING OR UTILIZING FYX'S SERVICES, THE CUSTOMER AGREES TO THESE TERMS. The request for Roadside Assistance or the utilization of any of FYX's Roadside Assistance services by any individual or entity shall be deemed to be an acceptance of these



Terms by such individual or entity, even if no applicable Service Document has been executed by the Customer.