



UNITED STATES

NATIONAL ACCOUNT MARKETING POLICY

TRUCK & BUS RADIAL

2022

BRIDGESTONE AMERICAS TIRE OPERATIONS



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I. NATIONAL ACCOUNT CUSTOMER AGREEMENT

These policies apply only to authorized National Account customers (“Customers” or “Customer”) of Bridgestone Commercial Solutions division of Bridgestone Americas Tire Operations, LLC (BATO) who have executed a National Account Customer Agreement or National Fleet Program Agreement with BATO (“Agreement”). This document is to be referenced except where a signed BATO National Account Program or National Account Customer Agreement conflicts, in which case the agreement or program will supersede.

II. PRODUCTS AND SERVICES

This Marketing Policy covers the following products and services (the “Products and Services”):

- A. *New Tires*: BATO offers Bridgestone and Firestone brand new tires.
- B. *Tire Retreading and Repair Services*: BATO offers truck, bus, radial (TBR) truck tire retreading and repair services using the Bandag® process.
- C. *Emergency Road Service*: BATO offers 24-hour call center services (ERS), to assist customers with over-the-road tire and mechanical requests. ERS Terms and Conditions are described in more detail in Section XII below and are subject to revision by BATO from time to time.
- D. *Optional Services*: BATO may offer certain optional services from time to time. Optional Services are subject to separate pricing arrangements and additional program terms and conditions, which BATO may issue or publish from time to time.
- E. *OTR Product Categories*:

CATEGORY	DESCRIPTION
Compact OTR	Various Skid Steer, Backhoe, and Aerial Lift Products
Small OTR	18.00x25/23.5x25 and smaller
Large OTR	18.00x33/26.5x25 up to and including 39” rim diameter
Giant OTR	45” rim diameter and larger



III. PURCHASE FOR USE BY BATO NATIONAL ACCOUNT CUSTOMERS

The prices and terms described in these policies are available only to Customers purchasing BATO Products and Services for their own use and not for resale or return. A Customer violating this provision is subject to termination of its Agreement in addition to liability for all damages, costs, and legal fees that BATO may suffer or incur arising out of Customer's unauthorized resale or return of the Products and Services.

IV. PRICE LISTS

BATO will provide or make available electronically from time to time the Bridgestone National Account U.S. Price Lists for Truck/Light Truck, Bandag, and OTR products. These prices are subject to change at any time without notice.

Please note: The Bridgestone Dealer Price List does not apply to Customers.

V. FLEET PRICING PROGRAM

BATO will invoice Customer per pricing identified in the BATO National Account Program in effect at the time of delivery.

TBR and Bandag products only: A \$5.00 fee will be assessed for any delivery receipt (DR) processed with less than two new tires, retreads or repairs. Combinations that total two or more will eliminate the fee. For example, a DR with one new tire and one retread will not be charged \$5.00 fee.

Truck Stop Convenience Fee: A \$10.00 Truck Stop Convenience Fee can be charged by any Truck Stop supplying Bandag retreads. This fee can be added to any National Account Delivery Receipt that contains a Bandag retread product purchased from an authorized Bandag stocking Truck Stop. Some exclusions apply, contact your Bridgestone field sales representative for further details.

VI. TERMS OF PAYMENT

- A. TBR products: For Customers who pay by other means than payment card, standard terms of payment are Net 1st 15th Prox. Payments must be received at the appropriate BATO lockbox bank within 3 business days after the 15th of the month in which payment is due. If the 15th should fall on a weekend or holiday, the payments must be received 3 business days thereafter. Standard terms of payment apply unless terms of payment on the invoice and/or statement differ. Terms of payment on the invoice and/or statement supersede the standard terms of payment. For Customers paying with a payment card, payment is due upon DR submission by the dealer.



- B. OTR products: Standard terms of payment are Net 2ND 15TH Prox. Payments must be received at the appropriate BATO lockbox bank within 3 business days after the 15TH of the month in which payment is due. If the 15TH should fall on a weekend or holiday, the payments must be received 3 business days thereafter. Standard terms of payment apply unless terms of payment on the invoice and/or statement differ. Terms of payment on the invoice and/or statement supersede the standard terms of payment.
- C. Checks will not be issued by BATO for any credit balance, including (but not limited to) adjustment credits.
- D. Past due balances, over 30 days (excluding pending billing disputes), may be subject to a 1% per month late payment charge. Failure to exercise this right shall not constitute waiver. If BATO takes legal action to collect any amount due under its National Account Customer Agreement, Customer agrees to pay all collection costs (including, without limitation, court costs and reasonable legal fees) incurred by BATO to collect amounts due BATO.
- E. All billing disputes for invoice errors must be made in writing within 30 days of the invoice date. Billing disputes over 30 days from invoice date may be returned unprocessed. Short payment of an invoice does not constitute filing a billing dispute.
1. Customers should raise any disputes directly with BATO through any of the following dispute processes:
 - i. File online through the Entirenet dispute management option at www.bfentirenet.com
 - ii. E-mail to BillingServices@bfusa.com
 - iii. Fax to 1-855-389-3463
 - iv. Call 1-888-709-8023
 2. In order to avoid any additional fees, customers paying with a payment card should follow the dispute resolution processes provided above and not use any automatic credit card dispute features their card issuer may have available. Invoices will not contain a copy of the DR. The signed copy of the DR should be obtained from the driver or the Bridgestone Authorized Servicing Dealer. If a copy of the DR is needed, the Servicing Dealer should be contacted directly.



- F. Unless otherwise expressly provided, all amounts owing shall be paid in currency of the United States of America. BATO reserves the right at any time to require Customer to provide reasonable assurances for the due payment for Products and Services, and BATO may defer any further performance of the Agreement until Customer provides reasonable assurances of payment satisfactory to BATO. Customer will have no right to deduct or setoff any amount owing to it by BATO against any amount owing by Customer pursuant to the Agreement.
- G. All payments to BATO shall be addressed in accordance with the remittance instructions included on the applicable invoice and/or statement.
- H. Governing Law for any and all BATO agreements will be with the State of Tennessee.
- I. Statute of limitations is for a period of 1 year from cause of action.

VII. ePROCUREMENT

BATO will approve participation in the eReceipt Program at its sole discretion. Upon participation approval and enrollment, Customer will be subject to the following guidelines:

- A. Customer will provide a primary contact for the eReceipt Program upon program enrollment and Customer must notify BATO of any change to primary contact.
- B. A blanket PO must be provided to BATO upon eReceipt Program enrollment.
- C. Customer must review and issue PO within 15 calendar days of DR submission.
- D. Customer agrees that the blanket PO may be used to finalize billing if DR isn't reviewed and approved or rejected within 15 calendar days of DR submission.

VIII. TERMS OF SALE

All orders placed hereunder shall be subject to acceptance by BATO at its Corporate office. BATO may demand cash for any reason in its sole discretion, including but not limited to, if BATO is not satisfied with the Customer's financial responsibility or if Customer has failed to make any payment when due.



IX. PRODUCT AVAILABILITY

During a period of shortage, BATO may allocate its available supply of OTR and or TBR products to its customers on a fair and practical basis as BATO may determine in its sole discretion.

X. TERMINATION AND EFFECT THEREOF

If Customer commits any material breach (as defined below) of its Agreement with BATO, the entire sum of Customer's indebtedness to BATO, shall, at the option of BATO, become immediately due and payable to BATO, together with interest thereon from the date the Customer receives notice of BATO's election to accelerate, at the rate of 10 percent per annum, or the maximum provided by law, whichever is lower. BATO may elect to terminate the Customer's Agreement upon material breach by Customer.

Material breach shall include, but not be limited to, the following: Customer's failure to meet any of Customer's financial obligations; Customer's failure to make any payment to BATO when due.

XI. DEALER PRODUCTS AND SERVICES

- A. To support BATO Customers, BATO has established BATO US Standard Service & Labor Rates. As an accommodation to both Customer and the Servicing Dealers, BATO will invoice Customer at these rates when services are authorized by Customer and included on a DR submitted by Customer's Servicing Dealer, unless otherwise agreed to between Customer and the Servicing Dealer or in the BATO National Account Program for Customer.

Please refer to the current BATO US Standard Service & Labor Rates book for applicable rates that apply for deliveries within the United States. Customer shall pay BATO for any Dealer Products and Services (and all applicable taxes and fees) invoiced in the manner set forth in these policies.

- B. Customer is responsible for negotiating all prices for Dealer Products and Services with individual Servicing Dealers. Pricing for Dealer Products and Services will be confirmed via the DR issued at the time of delivery. Dealer Products and Services include without limitation, casings, wheels, mechanical parts and repairs, valve stems, scrap disposal services, mounting and dismounting services, and wheel and rim refinishing services.
- C. BATO does not warrant, and makes no representations as to, the quality or fitness of any Dealer Products and Services that a Servicing Dealer may furnish to Customer.



XII. OTHER CONDITIONS OF SALE

- A. BATO reserves the right to alter, amend or cancel any or all of the terms of these policies at any time without notice in its sole discretion. Any change in prices shall be effective when made, unless agreed to otherwise in the BATO National Account Program for Customer or in a separate agreement between BATO and the Customer executed by both parties.
- B. BATO will publish a standard warranty for products sold. This warranty will apply to all BATO National Account Agreements.

XIII. EMERGENCY ROAD SERVICE TERMS & CONDITIONS

- A. BATO's provision of ERS is limited to and expressly made conditional on Customer's assent to these ERS Program Terms and Conditions, which supersede all prior writings, representations, and negotiations with respect to its ERS Program. These ERS Program Terms and Conditions supplement the terms and conditions of the Bridgestone National Account Customer Agreement ("NACA") and National Fleet Program Agreement, which also apply fully to the ERS Program; except that these ERS Program Terms and Conditions will take precedence in the event of any conflict with the NACA, but only with respect to the ERS Program. BATO will publish a standard warranty for products sold. This warranty will apply to all BATO National Account Agreements.
- B. Customer authorizes the ERS call center to act as Customer's purchasing agent for the purpose of hiring service providers on Customer's behalf to respond to service requests from, and provide parts and service to, Customer's vehicles that require service as and when requested. Customer acknowledges and agrees that BATO is not a party to any transaction with a third-party service provider for parts or service that is arranged by the ERS call center on Customer's behalf pursuant to a service request from Customer. Except for the express warranties provided in paragraph C below, BATO will have no liability or responsibility whatsoever for any parts or service that are furnished by a third-party service provider through ERS. If Customer has any claim or dispute relating to parts or service furnished by a service provider in connection with an ERS incident, Customer agrees to seek resolution directly with the service provider that furnished the parts or service, and Customer will not make any claim for compensation, indemnification, or right of offset against BATO as a result of such claim or dispute.



- C. All Bridgestone and Firestone tires supplied to Customer through ERS are subject to BATO's standard Limited Warranties, as in effect at the time of delivery. Each casing retreaded using the Bandag® process (a "Bandag® retread") supplied to Customer through ERS is subject to the provisions of the Bandag National Warranty as in effect at the time of delivery.

- D. Except for the express warranties provided in Paragraph C above, all parts, service and dispatch case management provided or arranged by BATO through the ERS Program are provided "AS IS," and to the maximum extent permitted by applicable law, BATO makes no warranties, whether written, oral or implied, statutory or otherwise, including, without limitation, any warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, and BATO disclaims all such warranties. No representative of BATO or any service provider has the authority to make any warranty or representation on BATO's behalf with respect to parts, service or dispatch case management provided through the ERS Program. Customer acknowledges and agrees that the ERS call center will rely on information provided by Customer's drivers, operations personnel, and the service providers that are dispatched to the scene of a breakdown incident for the purpose of providing or arranging parts, service and dispatch case management, and that BATO will not be responsible if that information turns out to be incomplete or inaccurate in whole or in part.





BRIDGESTONE AMERICAS TIRE OPERATIONS

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BILLING SERVICES

1-888-709-8023

CUSTOMER SUPPORT

Truck and Bus (TBR): 1-855-389-3459
Off the Road (OTR): 1-800-572-8905

BRIDGESTONE
Solutions for your journey