

YOUR
PARTNER
IN FLEET
MANAGEMENT SUCCESS

BLACK EAGLE AUTOS



WELCOME

Welcome to Black Eagle Autos Sales-Service-Collision NAPA AutoCare Center



Providing quality fleet care in our local area, we are a locally owned business delivering honest and professional maintenance to our fleet customers. Our technicians employ today's latest technology and are highly skilled at working on all makes and models of fleet vehicles.

As a NAPA AutoCare Center, we are able to provide the benefits of an established national entity while maintaining the personal touch of a locally owned business. We understand that your fleet is a major investment, and that is why we care for each vehicle as if it were our own.

We look forward to getting to know you and your fleet.

Thank you,
MosesGuardiola
Operation Director
Service Operation Director
Service



ABOUT US

Our commitment to customer service and satisfaction will keep your cost per mile down and give you peace of mind in knowing that your fleet is receiving the attention it deserves. We know that keeping your fleet driving down the road is an economic necessity for your business. That is why we are serious about caring for your fleet.

Our Mission

We are committed to providing exceptional customer service, installing premium parts and completing repairs in a timely manner at a competitive price to get you back on the road.

Our Experience

We use state-of-the-art tools diagnostic scan tools allowing our ASE-Certified technicians to accurately diagnose and repair your vehicles. These technicians attend continuous training to stay abreast of the rapidly changing automotive and truck industry and are certified to perform diagnosis, repair and maintenance on all vehicle systems.

We Believe In:

- Saving you money
- Reducing the amount of time your fleet is down
- Creating a stress-free process for preventive maintenance and repair
- Increasing the value of your fleet by focusing on the long-term

We Are Committed To:

- Keeping your fleet vehicles maintained on a customized preventive maintenance schedule based on mileage and time
- Delivering a free comprehensive bumper-to-bumper inspection on each vehicle every time it is serviced
- Providing the best diagnostic work through the use of the most modern equipment—the same equipment as the dealer

OUR LOCATIONS

Black Eagle Autos

3421 Brandon Lane
Fort Worth, TX 76116
Pnh 682-255-7576



Serviceandcollision@blackeagleautos.com



blackeagleautos.mynapasa.com



blackeagleautosrepair.com



SERVICES

Services and Added Value

Services and Repairs

- Alignment
- Batteries
- Belts and Hose
- Brakes
- Climate Control
- Engine Cooling/Heating
- Engine Diagnostics (computerized)
- Electrical System
- Emissions Testing
- Factory Scheduled Maintenance
- Fuel Injector Cleaning
- Oil/Filter Changes
- Lights, Wipers and Accessories
- Mufflers and Exhaust
- Radiator Flush and Fill
- Steering and Suspension
- Timing Belts and Chains
- Tire Balancing and Rotation
- Transmission
- Tune-Ups
- Towing

Financial

- Flexible credit/payment plans
(subject to credit approval)
- One monthly invoice
- Volume discounts

Management Tools

- Service Reminders
- Vehicle Maintenance Records

TESTIMONIALS

What Our Fleet Management Program Customers Are Saying ...

“Almost immediately after we began working with Black Eagle Autos, our cost per Unit improved, as did our on-time delivery numbers. Black Eagle Autos stays current on today’s Car & Truck repair technologies and recommends maintenance and Safety items that saves us time, money and hassles in the long run.”

Shoja Zahir

Autofit Motors Inc All sales Units Serviced by
Black Eagle Autos

I want to give a shout out to Moses and his team at Black Eagle Auto repair. We were traveling and ran into some bad luck with an overheating vehicle. Moses and his team were able to replace the leaking hose put coolant back in the vehicle so we could finish our pick up on the other side of Dallas. Our team at National Fleet wants to thank you for your quick repair and fair pricing. 5 stars!

Ron Green

National Fleet



PEACE OF MIND

No Matter Where *Your Work Takes You,* We Stand Behind *Our Work*



The NAPA AutoCare Peace of Mind® Warranty provides 24 Months / 24,000-Miles of coverage for qualifying services and repairs for consumer-owned vehicles up to and including 1 ton, also on commercially-owned vehicles up to and including 1.5 tons. This warranty is a DIFM (Do-It-For-Me) consumer/customer warranty and covers all parts and labor on covered services and repairs and is valid outside a 25-mile radius from the original repairing NAPA AutoCare Center.

Call 1-800-452-NAPA(6272) to be directed to the NAPA AutoCare Center nearest you.

Services Covered Include:

- Air conditioning, heating and climate control systems.
- Brake system(s).
- Clutches - clutch component or assembly repair and replacement
- Engine cooling system(s).
- Engine performance or drivability services and repair.
- Emission control system(s).
- Fuel system(s).
- Electronic engine management system and other on-board computer systems (engine, body, brake and suspension computers), cruise control systems.
- Starting and charging systems.
- Electrical system(s).
- Exhaust system(s).
- Ignition system(s).
- Steering/suspension systems, wheel bearings, CV joints, half-shafts and drive shafts.
- Driveaxles (differential assembly and components, i.e. gears, bearings, shafts, and seals)
- Transaxles (differential assembly and components, i.e. gears, bearings, shafts, and seals)
- Other minor repairs.
- Additional warranty benefits may apply.

WARRANTY

NAPA NATION WIDE OVER 17,000 STORES

2 YEAR 24,000 MILE WARRANTY.

ANY NAPA AUTO CARE CENTER IN THE
UNITED STATES OR CANADA.

CREDIT APPLICATION

CREDIT APPLICATION — COMMERCIAL CUSTOMER (Please Print)

Legal Business Name				
D/B/A Name			Date Business Started (M/Y)	
Street Address for Billing		City	State	ZIP +4
Contact Person Regarding Payment (name)		Title	Telephone No. ()	Fax No. ()
Street Address for "Ship to" (if different than billing address)		City	State	ZIP +4
Company Organization <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government <input type="checkbox"/> Other			Business Property Is: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	
Business' Local Manager or Representative (name)			Telephone No. ()	
Corporate Officers or Partner Names and Home Addresses:				
Name	Street Address/City/State/ZIP		Telephone No. ()	Home <input type="checkbox"/> Own <input type="checkbox"/> Rent
Name	Street Address/City/State/ZIP		Telephone No. ()	Home <input type="checkbox"/> Own <input type="checkbox"/> Rent
Proprietorship's Name and Home Address:				
Name	Street Address/City/State/ZIP		Telephone No. ()	Home <input type="checkbox"/> Own <input type="checkbox"/> Rent
Proprietorship Owner's Nearest Relative Not at Above Address:				
Name	Street Address/City/State/ZIP		Telephone No. ()	
Do you have any other existing accounts with our NAPA Truck Service Center?			Account No.	
Credit References Past and Present:				
Business Name	Street Address/City/State/ZIP		Telephone No. ()	
Business Name	Street Address/City/State/ZIP		Telephone No. ()	
Business Name	Street Address/City/State/ZIP		Telephone No. ()	
Bank Reference (bank name)	Branch	Type of Account	Account No.	Loan Officer
Projected Monthly Service/Repair Purchase Volume \$		Will you use a purchase order system? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Tax Status for Purchases from Our NAPA Truck Service Center				
<input type="checkbox"/> Taxable <input type="checkbox"/> Exempt Exemption No. _____			If exempt, please complete exemption form.	
<p>As an owner or principal officer of the business application (the "Company") and/or as an officer authorized to sign credit instruments for the Company name in this application, I authorize (insert NAPA Truck Service Center business name) to obtain any information it may request from any business or consumer reporting agency(ies) or other sources that provide credit reports, account history reports, credit and employment history, or similar information, under the names and social security numbers of any and all owners and/or officers I provide. The undersigned applicant certifies that the information given is correct and complete, and further agrees to permit (insert NAPA Truck Service Center business name) to use this information to obtain additional required credit information. If, after reviewing all credit information, this applicant is approved, it is agreed and understood by the undersigned and (insert NAPA Truck Service Center business name) that all purchases made on open account will be PAID IN FULL on or before the 20th day of the month following the date of the purchase. No unpaid account will be increased after the 20th day, unless by special agreement. Further, any account that has an unpaid balance at the end of the month in which payment was due will be assessed a finance charge on the unpaid portion at the highest rate allowable by applicable laws until such time as the account has been brought current. In the event (insert NAPA Truck Service Center business name) employs an attorney or collection agency to collect any amount due from applicant, applicant shall be responsible for all cost of collections including (without limitation) attorney's fees, court costs, and any contingency fees paid to a collection agent.</p>				
Authorized Signature _____ Social Security Number _____ Date _____				
Company _____ Title _____				
INDIVIDUAL PERSONAL GUARANTEE				
<p>I, _____ (print), residing at _____ for and in consideration of your extending credit at my request to _____ (the Company) of which I am (Title) _____, and as material inducement therefore, hereby absolutely and unconditionally guarantee to (insert NAPA Truck Service Center business name) the due and punctual payment on demand of all debts and liabilities owed to (insert NAPA Truck Service Center business name) by the Company. This guaranty shall remain an unconditional and continuing guaranty of payment, and not of collection. I acknowledge that my liability is primary rather than secondary. I do hereby waive of presentment, demand, protest, dishonor, default and/or nonpayment of such debts and notice of any modification or further extension of credit to the Company, to which I hereby contest. I further agree that no failure or delay on the part of (insert NAPA Truck Service Center business name) in exercising of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise of any rights that (insert NAPA Truck Service Center business name) may give under this guaranty, and that my obligations hereunder shall not be subject to any rights of setoff, recoupment, deduction or counterclaim. In the event my obligations herein are collected by or through a third party, then (insert NAPA Truck Service Center business name) shall be entitled to recover all costs of collection including attorney's fees.</p>				
Signature _____ Social Security Number _____				
Please Print Full Name _____ Date _____				
Office Use				
Business Category Code	Finance Charge <input type="checkbox"/> Yes <input type="checkbox"/> No		Billing Type <input type="checkbox"/> Charge <input type="checkbox"/> Charge & Cash <input type="checkbox"/> Cash	
Salesman # (if applicable)	Local Manager Approval		Version 6/08	

(Insert Business Name Here) FLEET CREDIT ACCOUNT AGREEMENT

In this Agreement, the words “you” and “your” mean the person (s) who sign the (Insert Business Name Here) commercial credit account agreement. The words “we”, “us”, and “our” means (Insert Business Name Here)

Terms

All charges are due net 30 days following the date of the invoices. Once a month a statement will be forwarded to you to help you reconcile your account.

Promise to Pay

You promise to pay us for all charges made to your Account and for all finance charges and fees described in this Agreement. If there is more than one of you, you are jointly and severally liable for all required payments, regardless of who made or benefited from any particular charges. If you allow someone else to use your Account, you will be responsible for their charges whether or not they charge more than you intended. Unless you notify us of a billing error within 30 days after we sent the first statement on which it appears, you agree that your monthly statement is valid evidence of your obligation to pay the amount shown thereon.

Payment Requirements

Payments must be made to the address shown on your statement. Payment checks should be made out to (Insert Business Name Here) and credit card payments acceptable.

Finance Charges

A finance charge will be assessed at 1.5% per month, which is 18% per annum, on the balance that is past due.

Fees

Our current fee for returned checks will be charged if any check you send us for payment on your Account is returned unpaid.

Your Credit Limit Authorization

We will establish your initial credit limit and may change that limit at any time, with or without notice. You agree not to exceed your credit limit (and if you do, immediately pay any balance in excess of that limit). If there is more than one of you, any of you may request a change in your credit limit. Each change that you make may be subject to our authorization. We may decline to grant such authorizations for any reason, and may impose various limits on those authorizations.

Default

If you default in making any required payment, we can declare the unpaid balance to be due and payable immediately, and may continue to assess a finance charge until full payment is received. If your Account is referred for collections to an attorney who is not a salaried employee of (Insert Business Name Here), you agree to pay, in an addition to your outstanding balance and finance charges thereon, all court or other collection costs actually incurred and reasonable attorney’s fees, subject to any applicable law.

Credit Investigation and Reporting

You agree that we may obtain a credit report and make inquiries to your bank and/or creditors for any lawful purpose related to your Account such as reviewing it, changing the credit limit and collecting. If you request, we will tell you whether or not a credit report was requested and the name and address of any credit reporting agency that furnished the report. You agree that we may release information to others, including but not limited to credit bureaus, about the status and history of your Account.

Credit Investigation and Reporting

You agree that we may obtain a credit report and make inquiries to your bank and/or creditors for any lawful purpose related to your Account such as reviewing it, changing the credit limit and collecting. If you request, we will tell you whether or not a credit report was requested and the name and address of any credit reporting agency that furnished the report. You agree that we may release information to others, including but not limited to credit bureaus, about the status and history of your Account.

Authorized User(s)

The only person/department to be called for authorization

Purchasing Method

_____ Written Purchase Order

_____ Verbal Authorization

_____ Other (please specify)

Dollar Limit Driver can authorize \$ _____

Preferred method of contact:

Email: _____

Text: _____

Call: _____

Person/Department to be called for Authorization:

Name: _____

Phone: _____

Email: _____

Name: _____

Phone: _____

Email: _____

Name: _____

Phone: _____

Email: _____

Commercial Credit Agreement

This Agreement embodies the entire commercial account agreement. There are no other promises, terms, conditions or obligations other than those contained herein.

Governing Law

You understand and agree that any credit extended to you is strictly commercial credit and does not arise out of a consumer transaction and is therefore not governed by applicable federal or state consumer credit regulations



cbCharge is an instant credit charge account that can be used at participating dealers & repair centers across the U.S. & Canada for your parts & service purchases

cbCharge BENEFITS

- NO FEES** or Hidden Costs
- CONSOLIDATED** Billing
- FLEXIBLE** Payment Terms
- 24/7** Online Account Management
- EASY PAYMENT** For All Parts & Service
- ONE** Customer Service Contact
- FREE** Credit Account
- ACCEPTED** At ALL participating NAPA Locations

It's **FAST** and **EASY** to signup online!
www.cbCharge.com

PHONE 256.274.5000



cbCharge APPLICATION

Email SIGNUP@CBCHARGE.COM **Fax** 256.274.4342

Mail PO BOX 1726 DECATUR, AL 35602

Legal Name: _____

Trade Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

A/P Contact Name: _____

A/P Email: _____

A/P Phone: _____

Tax ID #: _____

Years in Business: _____ Years in Industry: _____

Po Required: Yes No MC #/ USDOT #: _____

Number Of Trucks: 1-5 6-10 11-20 20+

Trade References (Please list two references):

1. Company: _____

Contact: _____ Phone: _____

2. Company: _____

Contact: _____ Phone: _____

TERMS & AGREEMENT

Signed By: _____

Printed Name: _____

Title: _____

We are Corporate Billing, LLC. By submitting this application you: (i) apply for a commercial purpose line of credit account called CB Charge (your "Account") which you can use to buy inventory and services provided by participating merchants, (ii) authorize us from time to time to obtain oral or written reports from any credit reporting agency, bank or commercial supplier with whom you are doing or have done business, (iii) request that all your future charges at participating merchants be charged to your Account unless the merchants tell us otherwise, and (iv) agree that all purchases using your account are purchases from the merchants and not us or any transaction aggregation service communicating your transaction to us. We are not a bank and funds used for your transactions are not insured. If we approve your account, we will bill you monthly for all account charges, and you agree to pay those charges. We retain all intellectual property rights to the CB Charge product and service. Your Account will be governed by the terms and conditions attached to this page.

PERSONAL GUARANTY

Signed By: _____

Printed Name: _____

Title: _____

SSN#: _____

Personal Guaranty Required On 1-5 Truck Fleets

By submitting this application (through electronic or any other means) the personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by Corporate Billing, LLC, from time to time as may be needed, in the credit evaluation process. The guarantor individually, jointly and severally and unconditionally guarantee the payment when due of all invoices/accounts purchased by Corporate Billing, LLC. from any merchant.

Account Access and Payment. You and anyone you authorize may access your Account (a) by the internet through a link on a merchant's or a transaction aggregator's website, (b) in person at a merchant's place of business, or (c) by telephone, mail or courier services to a merchant's place of business. You agree that a signature is not necessary for any transaction and that Corporate Billing may rely on entry of a correct password or any request in person or by telephone, mail or courier service to process a transaction. In addition to paying a merchant for your purchases made using your Account we may also make advances for payment to a merchant to satisfy any balance on an account you may owe merchant. You shall pay in full the balance due on your Account on or before the payment due date identified on your monthly statements. Subject to all the terms and conditions of this Agreement, we will pay the amounts you owe each merchant for purchases. Your repayment obligations will be owed to us and not to the merchant. Some merchants may not honor your Account. We are not liable if a merchant refuses to honor your Account, if any inventory or service obtained through a transaction is defective or unsatisfactory or if we do not approve a transaction for any reason. For security reasons, transactions made above a certain dollar amount may require authorization before the transaction is approved and we may limit the number of transactions you make in one day. You will not use your Account for illegal transactions, and we may deny a transaction because we suspect it may be illegal or high risk without liability to you. You represent and warrant every time you conduct a transaction on your Account that the transaction is an original, genuine, bona fide, valid, and legally binding obligation and enforceable as against you in accordance with the terms thereof.

Monthly Statement. After the close of a monthly billing cycle at the end of which your Account has a debit balance, we will, at your option, mail by U.S. mail or e-mail a monthly statement that will show the outstanding balance at the beginning of the billing cycle; the amount and date of each charge posted during the billing cycle; the amount and date of each charge posted before the billing cycle that has not yet been paid in full; the amount and date of other credits during the billing cycle; the amount of any fees (including, but not limited to, the greater of \$25 or the actual charge by our bank for the return of any unpaid or dishonored check) imposed during the billing cycle; and the new balance. If you fail to report any exception to your monthly statement within sixty (60) days of receipt, we will not be liable for the exception. Errors in posting, addition, subtraction, or calculation are subject to correction at any time.

Confidential Information. You agree that we may transmit confidential information, including without limitation password confirmations, to the current address in our records for you, or to the e-mail address you have provided, whether or not that address includes a designation for delivery to the attention of any particular individual (and we are not liable if such properly addressed information is intercepted at any time by an unauthorized person).

Account Limits. We will establish your account limit and transaction limit and may update them from time to time in our discretion. You promise to keep the outstanding amount of transactions within these limits. We may demand immediate payment of any amount by which transactions exceed the account limit. If you request any transaction that, if granted, would result in your total transactions exceeding the account limit, we may (i) honor the request without permanently raising the account limit, (ii) honor the request and treat the amount in excess of the account limit as immediately due, or (iii) refuse to honor the request. If we have previously honored requests for transactions over the account limit, it does not mean that we will honor further over-limit requests. We may re-evaluate your financial condition and credit standing at any time to determine whether to renew your Account.

Notifications. You will notify us promptly in writing (i) if you suspect someone has or may attempt to use your Account without your permission, (ii) of any change in e-mail address, mailing address or principal place of business; or (iii) of withdrawal or cancellation of permission of an authorized person to use your Account. In case of errors or questions about your Account, or in the event you need to contact us, you should, as soon as possible, contact us using the contact information shown on the front of this Agreement.

Payments and Disputes. All payments must be made in cash or by checks drawn on accounts located in either the United States or Canada, in either case in the currency used in the invoice. If you pay in a different currency from that used in the invoice, you will be liable for the cost of converting your payment into the currency used in the invoice. We may accept late or partial payments, and payments that are marked with restrictive endorsements, such as payment in full, without waiving or losing any of our rights and such restrictive endorsement shall be void and have no effect. If we receive payment by post-dated check we may deposit the check and shall have no liability if the check is posted prior to the date which appears on the check. Payments received at other than the address shown on the front of the monthly statement may be subject to a delay in crediting of up to five (5) days after the date of receipt. No payment shall operate as an accord and satisfaction without us providing prior written approval. You will address any dispute or issue with the inventory or service you purchase directly with the merchant; your obligation to pay us is unconditional.

Passwords. You agree that the use of passwords and identification procedures are commercially reasonable security procedures under applicable law. You are responsible if you or anyone you authorize permits another person to use your password or to access your Account in any manner. You agree to cease using your Account and to notify us in writing and immediately at 256-584-3600 or the telephone number shown on your monthly statement if you believe that your password has been lost or stolen or that your Account has been or may be accessed without your authorization. Do not use your Account after so notifying us. You will not be liable for unauthorized use of the Account that occurs after you notify us. We may suspend, terminate or limit your use of the Account without notice to you if we have been notified or have determined that there may be unauthorized access to the Account. You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Account and to comply with such procedures as we may require in connection with our investigation. If your access to the Account is blocked or if you forget your password, you may contact us at 256-584-3600 or at the number provided in the monthly statement. We may issue you a new password or change its hold on your Account, although it may not be available for use of the Account for several days.

Change in Terms. We may change the terms of your Account at any time. If you do not agree to any change in terms, you must terminate your use of your Account and repay any outstanding balance according to the old terms within 30 days. By using your Account after any such change, you agree to that change. Unless you notify us otherwise, you agree that we may send notice of changes of terms in electronic form. You may terminate your Account at any time by calling or writing us. You must notify us at least 30 days prior to the date on which you wish to have your Account terminated. We may cancel all scheduled transactions on your Account as soon as practicable upon receipt of notice of termination from you. Upon termination you must repay any outstanding balance due within 30 days.

Events of Default. At our option, the occurrence of any of the following events shall constitute an Event of Default: your Account balance exceeds your account limit, you fail to make a payment when required, you fail to abide by the terms of this Agreement, you misrepresent any material fact, the

ownership or control of your business changes, you sell all or substantially all of your assets, any of your property is the subject of an attachment, execution or levy, any proceeding, voluntary or involuntary, respecting you is commenced pursuant to any statute relating to bankruptcy, insolvency, reorganization of debts, liquidation, winding up or dissolution; any receiver, receiver and manager, trustee, sequester, custodian or liquidator or person with similar powers, is appointed, judicially or extra-judicially, for you or any of your assets or property; if you are a natural person, you die or are declared legally incompetent or are imprisoned; or, if you are a business organization or other entity: (i) such entity dissolves or otherwise ceases to operate; (ii) such entity is a party to an amalgamation, merger or other reorganization; (iii) such entity sells or otherwise transfers all or substantially all of its assets; (iv) such entity fails to maintain good standing in all states, provinces and other jurisdictions in which it does business. Upon the happening of any one or more of such Events of Default, we may terminate your Account privileges without prior notice to you. In addition, at our option, all amounts you owe under this Agreement shall immediately become due and payable with or without notice or demand, and you agree to pay all amounts owing under this Agreement in full immediately. We do not have to notify you, demand payment or furnish you any further monthly statements in order to exercise the above rights unless required by law. You agree that we may delay enforcing any of our rights under this Agreement without losing them. The fact that we waive our rights in one instance shall not mean that we will waive them in other instances. You shall pay all reasonable costs of collecting amounts you owe us, including reasonable attorneys' fees, expenses and court costs.

Severability. If any provision of this Agreement is found to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT- To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an Account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Exclusion of Warranties; Limitation of Liability. YOUR ACCOUNT IS PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE MAKE NO REPRESENTATION OR WARRANTY THAT YOUR ACCOUNT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT ACCESS TO IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES, CLAIMS OR DAMAGES, WHETHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES AND EXPENSES) CAUSED BY OR ARISING FROM THE USE OF YOUR ACCOUNT, YOUR BREACH OF THIS AGREEMENT AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the internal laws of the State of Alabama (if your primary place of business is located in the United States) or the Province of Ontario (if your primary place of business is located in Canada). Any action between the parties shall, if we so elect, be instituted in the federal or state courts covering Morgan County, Alabama (the Acceptable Forums). Each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives all attempts to transfer to any other forums.

JURY TRIAL WAIVER. The parties hereto voluntarily and knowingly waive any right to a jury trial with respect to such controversy arising out of or relating to this Agreement or your Account to the fullest extent allowed by law, whether sounding in contract, tort or otherwise.

General. This Agreement is effective only upon our approval of the Account in Alabama. The remedies provided are cumulative and are not exclusive of any remedies provided by law or in equity. The Account has been applied for, considered, approved and issued in Alabama and all extensions of credit under this Agreement are being made by us from the State of Alabama. We may assign or transfer the Account to another entity, bank or person. You may not transfer or assign the Account. You agree to be bound by operating rules and regulations imposed by any networks or clearinghouses in which we participate and/or which processes transactions. Such rules and regulations constitute a part of this Agreement. This Agreement constitutes the entire agreement between you and us regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous agreements and understandings, verbal or written, express or implied, relating to the subject matter hereof.

Language of Documentation. It is the express wish of the parties that this Agreement and all documents, notices, waivers, consents and other communications, written or otherwise, between the parties under or in connection with this Agreement be in the English language. Les parties aux te convention et, tous les documents, avis, renonciations, nsementements et autres communications, écrits ou autrement,

OUR CODE OF ETHICS

We promise to:

- Have at least one ASE-Certified technician on staff.
- Perform high-quality diagnostic and repair service at a fair price, using quality NAPA parts.
- Uphold the integrity of all members of the NAPA AutoCare Program.
- Maintain the highest standards of the repair service profession.
- Be dedicated to customer satisfaction.
- Obtain prior authorization and provide a price estimate for work to be performed.
- Exercise reasonable care for the customer's property while it is in the shop's possession.
- Provide a system for fair settlement of customer complaints, should they occur.

