

## MTS Mobile Truck Service LLC



**Ph: (844) 888-7587**

### **Credit Card Work Authorization**

\*PLEASE SIGN THIS WORK AUTHORIZATION AND RETURN AS SOON AS POSSIBLE. \*

\*A TECHNICIAN WILL BE DISPATCHED IMMEDIATELY UPON RECEIPT. \*

\*WORK ORDER AUTHORIZATION: \*

Authorization to perform Maintenance and Repair Services on trucks, trailers, bus, and RV.

MTS Mobile Truck Service LLC is a repair company whose purpose is to respond to emergency breakdowns of

vehicles.

MTS Mobile Truck Service LLC will attempt to get our customers back on the road as quickly as possible. Please

understand that not all vehicles can be repaired via roadside service and may need to be taken to a shop for further diagnosis. ALSO NOTE THAT THERE WILL BE NO GUARANTEES OR WARRANTIES GIVEN ON ANY ROADSIDE SERVICE. THERE WILL BE ABSOLUTELY NO REFUNDS ON SERVICES COMPLETED.

I authorize MTS Mobile Truck Service LLC to perform the repair work described by a Big Will's Truck Shop

employee in a written or verbalized estimate utilizing necessary labor, parts and materials. I agree that

MTS Mobile Truck Service LLC is not responsible for loss or damage to the vehicle, or articles left in the vehicle, in

case of theft, fire, or any other cause beyond their control. I agree that MTS Mobile Truck Service LLC is not

responsible for delays caused by unavailability of parts, or delay in parts shipments by the supplier or transporter. I grant MTS Mobile Truck Service LLC employees' permission to operate my vehicle for the purpose of

testing and/or inspection. I understand that, if any closer analysis finds additional labor, parts or

materials are necessary to complete the repair, I authorize and approve MTS Mobile Truck Service LLC to perform

such additional work as it deems necessary to complete the repair.

Customer acknowledges that this Work Authorization approved supplemental work. Customer agrees that if it should halt repairs for any reason, it will be responsible for the cost of all repairs completed to that point, as well as the cost of the parts which are not returnable, or restocking fees charged to MTS Mobile Truck Service LLC, if Customer chooses not to purchase said parts outright. Customer is entitled to retain any parts it pays for that are not returnable to their vendors. Customer also acknowledges and agrees that our Standard Terms of Business found under the "Standard Terms of Business" page on our website at [www.mobiletruckrepair.info](http://www.mobiletruckrepair.info) are incorporated by reference in us Contract with Customer.

**\*SERVICE RATES\***

Our rates are minimum, 1.5 per mile round trip, plus the cost of any parts and shop supplies needed for the repair. Time starts from the time we leave the shop and until we back to the shop, and parts running time if needed.

Normal Business Hours (7:00am – 5:00pm) : \$95.00 service Call \$155.00 per hour 2 hours

After Hours (5:00pm – 7:00am) \$95.00 Service Call, \$175.00 per hour 2 hours minimum. \$1.5 per mile round trip, plus the cost of any parts or shop supplies needed for the repair. Towing Rates: \$480.00 per hour 2 hours minimum for truck and trailer plus \$150.00 to disconnect the driveshaft, long distance towing rates are \$8.00 per mile plus hookup fee of \$250.00 Towing Truck alone per hour: \$250.00 trailer alone per hour \$185.00 Winch out Rates \$300.00 per hour 2 hours minimum, for accident recovery and rotor crane service \$650.00 per Hour 3 Hours Minimum, load shift and load transfer service \$450.00 per hour 3 hours minimum, storage per day minimum \$100.00 for truck & trailer, or \$50 per unit per day.

Truck Repair Rates:

Shop Rate \$155.00 per Hour

Callout fee: \$95.00

Hourly Rate (2 hour minimum plus callout fee charge, including gone on arrival): \$395.00

Bus / RV rate:

Callout fee: \$95.00

Shop Rate Per Hour \$155.00

Hourly Rate (2 hour minimum plus callout fee charge, including gone on arrival): \$395.00

**\*ADDITIONAL FEES\***

5% CONVENIENCE FEE ON ALL CREDIT CARD TRANSACTIONS

1.5% interest per month on outstanding invoices or the highest amount permitted by law.

**\*CREDIT CARD AUTHORIZATION\***

If paying by credit card, your signature on this form gives MTS Mobile Truck Service LLC permission to debit your credit card account, on or after the indicated date, for the agreed upon services according to the terms.

outlined on this Work Order. This payment authorization is for the goods/services described herein on the indicated date. By signing this form, you certify that you are an authorized user of this credit card and that you will not dispute the payment with your credit card company, if the transaction corresponds to the terms indicated on this agreement. Please note that the credit card must bear the name of your company, or if a personal credit card, must match the name on your ID; proof of ID will be requested onsite.

Thank you for giving MTS Mobile Truck Service LLC the opportunity to serve you. We appreciate your business!

Your satisfaction is important to us. If, for any reason, you are not satisfied with the services you receive, please contact MTS Mobile Truck Service LLC immediately at (844) 888-7587.

MTS Mobile Truck Service LLC, STANDARD TERMS OF BUSINESS

(Effective May 05, 2022)

YOUR CONTRACT WITH MTS Mobile Truck Service LLC, PROVIDES FOR

ARBITRATION OF ANY CONTROVERSIES AND EXCLUSION OF WARRANTIES

YOUR WORK AUTHORIZATION TO MTS Mobile Truck Service LLC, a Delaware

limited liability company (hereinafter sometimes referred to as the "COMPANY") IS GIVEN AND IS

SUBJECT TO ALL OF THE TERMS AND CONDITIONS ON THE FACE OF THE WORK

AUTHORIZATION AND THESE STANDARD TERMS OF BUSINESS (the "Terms"), INCLUDING

THE PROVISION FOR ARBITRATION AND THE EXCLUSION OF WARRANTIES, all of which

are accepted by you, supersede your order form, if any, or your form of contract, if any, and constitute

the entire contract and agreement between you and the Company. The Work Authorization and these

Terms shall become a contract (the "Contract") between you and the Company either (a) when signed,

either manually or electronically, in the space provided on the Work Authorization by you and delivered

to and accepted by the Company, or (b) at the Company's option, when you accept delivery of all or any

part of the goods, parts and/or services ordered by you (hereinafter collectively referred to as the

“GOODS”), or when you have otherwise asserted to the terms and conditions in the Work Authorization and hereof. The acceptance of any part of the GOODS ordered by you shall constitute acceptance of this Contract in its entirety as set forth in the Work Authorization and herein.

#### ADDITIONAL TERMS OF CONTRACT

1. TERMS OF PAYMENT/POSSESSORY LIEN FOR PAYMENT: Payment shall be made in U.S.

dollars on terms set forth on the face of the Work Authorization (hereinafter sometimes referred to as the “Order”). AS

PROVIDED UNDER APPLICABLE UNITED STATES AND CANADA LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 44A OF THE DEALWARE GENERAL STATUTES, COMPANY SHALL HAVE A POSSESSORY LIEN IN ALL PROPERTY OF CUSTOMER IN ITS POSSESSION TO SECURE PAYMENT OF ALL AMOUNTS DUE IT FROM CUSTOMER UNDER THE TERMS OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ALL ATTORNEY’S FEES AND EXPENSES, COLLECTIION AND ABITRATION FEES AND EXPENSES AND STORAGE FFES.

2. STORAGE FEES ON DELAYED PICKUP: Customer shall be allowed three (3) business days

after receiving notice (either by telephone or in writing) from COMPANY to pick up and/or remove its trucks, trailers,

vehicles or other equipment and/or property (collectively referred to as “equipment”) from COMPANY’s facility

without incurring any storage or parking fees for the same from COMPANY. If Customer has not removed its

equipment from COMPANY’s facility within such three (3) day period, then Customer shall incur storage fees to

COMPANY of \$100.00 per day for each day or portion thereof, until such time as Customer’s equipment has been

completely and fully removed from COMPANY’s facility.

3. RETROACTIVE TO COVER SERVICES PROVIDED. You agree that the Contract

between the Customer and Company applies retroactively to all work performed and/or services provided by

COMPANY for and/or to Customer, as of the earliest date of the following: the date of our first meeting, the

date we first spoke, the date COMPANY first performed any work or services for you or the date you first

sent or forwarded a letter, email, text message, contract or any other document or communication to the

COMPANY.

4. CLAIMS AND LIMITATIONS; WARRANTIES: The Customer shall be deemed to have

accepted the GOODS unless you shall have first complied with (and your right to cancel, reject or to make any claim

against COMPANY is expressly conditioned upon your having first complied with) the following conditions: (i)

notice of a claim shall be sent by you to COMPANY, in the case of patent defect within one (1) day after delivery to

you or your agent or in the case of latent defect within three (3) days after delivery date. Delivery in all cases shall

be deemed to take place at COMPANY's shop in the United States or Canada.

COMPANY's liability for any breach of this Contract (including, without limitation, patent or latent defects in the GOODS) and Customer's sole and exclusive remedy therefor, shall be limited:

(a) In the case of truck or other repair services provided by COMPANY to Customer, such

services will be provided in a good and workmanlike manner and your vehicle will be free of material defects related to

the repair services provided to you by the COMPANY.

(b) ALL GOODS, PARTS, AND/OR PRODUCTS MANUFACTURED, PUBLISHED, SOLD,

AND/OR PROVIDED BY THIRD PARTIES, SPECIFICALLY INCLUDING ANY PARTS SUPPLIED BY

CUSTOMER TO BE USED OR INSTALLED BY COMPANY ON CUSTOMER'S VEHICLES, ARE PROVIDED

BY COMPANY TO CUSTOMER ON AN "AS IS" BASIS WITHOUT WARRANTY BY COMPANY OF ANY

KIND, EITHER EXPRESS OR IMPLIED. COMPANY shall pass through to Customer, to the extent available, any

manufacturers/publisher/supplier's written warranties associated with third-party GOODS purchased from COMPANY.

Although third-party services and support are considered "GOODS" and you may purchase such services through

COMPANY, COMPANY is not obligated to provide the services or support. COMPANY accepts no liability for any

claims arising out of any act or omission, including negligence, by the third-party service provider; and any amounts

associated with third-party services, including but not limited to taxes, will be collected solely in our capacity as an

independent reseller of such GOODS. Notwithstanding the above to the contrary, GOODS which are sold "AS IS"

carry no warranty whatsoever.

(c) Company will not be liable for a delay in delivery or failure to deliver any GOODS due to reasons beyond its control. Any promised delivery date is an estimate only and COMPANY will not be liable for any

any delays in delivery to you. Customer's sole and exclusive remedy for material delays in delivery by COMPANY is

to cancel its Contract with COMPANY and in such case, Customer must pay COMPANY the reasonable value for all

GOODS and services performed and/or provided up to the time of cancellation by Customer. Without limiting the

generality of the preceding, COMPANY SHALL NOT BE LIABLE FOR DAMAGES FOR CUSTOMER'S CANCELLATION DUE TO COMPANY'S NONDELIVERY INCLUDING ANY COVER COSTS OR EXPENSES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, OR FOR SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON COMPANY'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION.

COMPANY shall have the right, within fourteen (14) days after receipt of Customer's notice of claim, to replace, without liability, any GOODS, including defective services, which are not in accordance with Order

specifications or this Contract.

EXCEPT AS EXPRESSLY STATED IN THE ORDER OR THE TERMS, COMPANY DISCLAIMS ALL EXPRESS WARRANTIES. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF COMPANY HAS THE AUTHORITY TO MAKE ANY AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS, WHICH CREATES ANY EXPRESS WARRANTIES THAT THE GOODS SHALL CONFORM TO ANY AFFIRMATION OR PROMISE.

EXCEPT AS EXPRESSLY STATED IN THE ORDER OR THIS CONTRACT, COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR AS TO THE FITNESS OF GOODS

FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO ANY FACTORS OR QUALITY.  
IN NO EVENT SHALL COMPANY'S TOTAL AGGREGATE LIABILITY IN CONTRACT,  
TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT  
EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO COMPANY FOR LABOR  
UNDER THE CONTRACT.

5. INTEREST RATE FOR OVERDUE BILLS: Customer shall pay interest to COMPANY at the  
lower of one and one-half percent (1.5%) per month and the highest rate permitted by law which is not  
usurious on all  
overdue bills.

6. DELIVERIES SEVERABLE WITH RESPECT TO PAYMENT: Invoices covering delivered  
GOODS not in dispute must be paid regardless of controversy relating to the other delivered or  
undelivered GOODS  
and Customer waives all rights to assert offsets, defenses or counterclaims against such undisputed  
invoices.

7. FORCE MAJEURE: Neither party shall be responsible for failure or delay of performance if caused  
by an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage  
that is not caused  
by the obligated party; government restrictions (including the denial or cancellation of any export or  
other license); an  
epidemic or pandemic, or other event outside the reasonable control of the obligated party. Both  
parties will use  
reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either  
party's obligation  
to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to  
pay the  
COMPANY.

8. CONTRACT ACKNOWLEDGMENT: This Contract supersedes Customer's purchase order  
(To the extent of any contrary terms), and contains the entire agreement between the parties. There are  
no  
understandings, representations or agreements relative to this Contract which are not fully expressed in  
the Work  
Authorization and herein. All purchases by Customer are expressly limited to and conditioned upon  
acceptance of

this Contract, regardless of the means or media of Customer's purchase of the GOODS, including without

limitation, written Orders, electronic orders, acknowledgments, confirmations or other writings from Customer to COMPANY ("Customer's Documents"). Any additional or conflicting terms and conditions contained on, attached to or referenced by Customer's Documents, or other prior or later communications

from Customer to COMPANY, are expressly rejected by COMPANY and shall have no effect on the purchase of any GOODS by Customer from COMPANY unless such provisions are expressly agreed to by COMPANY in a writing signed by COMPANY.

No modification of this Contract shall be binding unless in writing and signed by Customer and COMPANY.

Waiver by COMPANY of a breach by Customer of any provisions of this Contract shall not be deemed a waiver of future compliance therewith.

9. PARTIAL INVALIDITY: If any provision of this Contract is or becomes, at any time,

unenforceable or invalid under any Law, no other provision of this Contract shall be affected thereby, and the

remaining provisions of this Contract shall remain in effect as if such unenforceable or invalid provision shall not

have been inserted into this Contract. Should there be a conflict between the terms of the Order and these Terms,

then the terms of the Order shall control, unless the same is contrary to applicable law, in which case the

provisions of these Terms shall control.

10. GOVERNING LAW/ARBITRATION: Any controversy or claim arising under or in relation

to this Contract shall be governed and controlled by the laws of the State of North Carolina, and shall be settled

by arbitration, before a single arbitrator in United States, in accordance with the

laws of the State of North Carolina and the rules of the American Arbitration Association. The arbitrator shall

apply the substantive law (and the law of remedies, if applicable) of the United States. and shall award

to the COMPANY if it is the prevailing Party, in addition to any other relief to which it is entitled, its costs and



expenses incurred in connection with such arbitration, including reasonable attorney's fees. The arbitrator's

decision shall not be appealable to any court but shall be final and binding on all Parties to such dispute.

Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof.

11. VENUE: The parties hereto consent to the personal jurisdiction and venue of the Superior Court of the State of the United States.

United States. and further consent that any process or notice of motion or other application to the Court or a

Judge thereof may be served within or without the United States. by registered or certified mail, return receipt requested, or by a nationally known overnight carrier (e.g., Federal Express), or by personal service,

provided a reasonable time for appearance is allowed.

12. NOTICES: All notices, consents, or other instruments or communications provided for under the Contract shall be in writing, signed by the party giving the same (which signing may be accomplished electronically), and shall be deemed to be properly given and received on the earlier of (i) when delivered

and received, personally, by mail, by messenger service, by fax or telecopy delivery, by text message, by email with

return receipt requested, or otherwise; and (ii) on the next Business Day after deposit for delivery by an overnight

courier service such as Federal Express. All such notices or other instruments or communications shall be furnished

with delivery or postage charges prepaid or billable to an established account of sender and addressed to the party at

the address most recently provided to the sending party.

13. BINDING OBLIGATION OF CUSTOMER: This Contract represents a binding obligation of Customer and its successors.

14. AUTHORITY TO BIND ENTITY: The person executing the Order on behalf of the Customer certifies by his or her signature on the Order and/or acceptance of these Terms that he or she has the full authority to bind the corporation, company or business entity comprising the Customer to the terms of the Contract without any further action.

15. GUARANTY BY SIGNERS: By signing the Order or orally agreeing to engage

COMPANY, the individual signing the Order personally and individually agrees to guarantee the payment of all amounts incurred by Customer under the Contract to COMPANY.

16. ATTORNEY'S FEES AND COSTS: Customer acknowledges and agrees that if legal action is necessary or brought by COMPANY to enforce any of the provisions of the Contract, Customer shall pay all costs and expenses of COMPANY, including reasonable attorneys' fees incurred by COMPANY in connection with any such action or proceeding, or with any appeal from such action or proceeding, which results in the enforcement of any of the agreements, covenants or provisions of this Contract against Customer and to the benefit of COMPANY.

17. CONFIDENTIALITY: During the term of the Contract and for a period of three (3) years after termination thereof, Customer shall keep confidential and not reveal to any person, except as authorized by COMPANY, any information disclosed to it by COMPANY or its officers, managers, employees or agents, or otherwise learned by Customer in relation to the Contract or provision of the services by COMPANY, or any other information that the COMPANY treats as confidential or identifies as a trade secret in relation to the Contract, specially including the existence and terms of the Contract.

18. INDEMNIFICATION AGAINST FEES AND COSTS: To the fullest extent allowed by applicable law, Customer agrees to indemnify and hold COMPANY harmless for any attorney's fees or costs or expenses of any kind that COMPANY is required to be pay to opposing parties or counsel for them or others related to, or growing out of the Customer's use of the GOODS.

19. DISHONORED CHECKS OR CREDIT CARD CHARGES: If any check or draft Customer provides or credit card or debit card charge Customer authorizes COMPANY to charge is not honored by your bank, credit card company or financial institution for any reason, including but not limited to, non-sufficient funds, stopped payments, challenged charges, charge backs, or any other reason, then COMPANY shall immediately cease work on

the GOODS and is authorized to terminate the Contract. In addition, Customer agrees to pay COMPANY an administrative fee of \$200.00 or ten percent, whichever is greater, in addition to any other fees, costs or expenses,

allowed by law, regardless of the amount of the charge, check, draft or debit, for the time and expenses incurred in

processing the matter, providing Customer notice, communicating with banks, etc.

## 20. OTHER MISCELLANEOUS PROVISIONS:

(a) Although the Contract contemplates the performance of only the work set forth and described in the Order, any other additional GOODS (sales, work or services) the COMPANY provides to Customer in the future shall be governed by the general provisions of these Terms (as amended by COMPANY from time to time) unless the parties make a separate written Contract in the future.

(b) The COMPANY shall have the right from time to time in the future to revise its STANDARD TERMS OF BUSINESS, as it in its sole and absolute discretion determines appropriate and Customer agrees to be bound by such revised Terms. Should Customer not be agreeable to the revision of the Terms for any ongoing business it has with COMPANY, Customer's your sole recourse is to

terminate any ongoing Contract with COMPANY. Upon Customer's termination of any such Contract in all

instances, Customer will pay all amounts due and owing to COMPANY through the time and date of such termination.

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(c) All obligations and duties Customer has agreed to herein shall survive the termination of the Contract.

(d) Customer agrees that COMPANY may provide its your name as a reference to others seeking goods or services from the COMPANY and may list it as a customer of COMPANY.

(e) Customer agrees that it has been afforded the opportunity to retain separate legal counsel to assist and advise it in executing the Contract should it desire to do so. By signing the Order and/or accepting delivery of these Terms and/or the GOODS, Customer indicates that it has voluntarily decided not to do so.

(f) Any executed copy, facsimile, scan, email or other form or expression of acceptance of the

Order and/or these Terms and/or the GOODS (either written or oral and including delivering by COMPANY of a copy

of these Terms to you) shall be enforceable against the party accepting the same as a binding, original and fully

executed agreement between Customer and COMPANY.

(g) Each party hereto covenants and agrees that it will at any time and from time to time do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all such further

acts, documents, and instruments as may reasonably be required by any other party hereto in order to carry out and

effectuate fully the transactions herein contemplated in accordance with the Contract.

(h) The Contract may be executed in several counterparts, each of which shall be effective as an original, but all of which together shall constitute one and the same instrument.

(i) The section headings of the Contract are included for reference purposes only and shall not affect the construction or interpretation of any of the provisions of the Contract.

(j) Customer covenants and agrees that it may not to assign the Contract without the written consent COMPANY. Any such permitted assignment shall in no way relieve Customer from any obligation

hereunder for the payment of the amounts due to COMPANY or the performance of the conditions, covenants

and provisions of the Contract. In no event shall the Contract be assigned or be assignable by operation of law by

Customer or by its voluntary or involuntary bankruptcy proceedings or otherwise, and in no event, shall the

Contract or any rights or privileges hereunder be an asset of Customer under any bankruptcy, insolvency or

reorganization proceedings.

(k) Throughout the Contract, the masculine gender shall be deemed to include the feminine and the neuter, the singular shall include the plural, and vice versa and a "person" or "persons" shall include both natural or artificial persons, organizations or companies.

Please fill in the information and sign below. Print Full Name First & Last Name: Company Name: Driver Full Name: Driver Phone Truck Make Unit Number Trailer Make Unit Number Phone Number: Office # Cell # Email: Fax: Credit Card Type (Check One): MasterCard and Visa only.

Credit Card Number: \_\_\_\_\_

Security Code: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Credit Card Holder's Name (print): \_\_\_\_\_

(Exactly as it appears on the credit card)

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Country \_\_\_\_\_

Zip Code / Postal Code \_\_\_\_\_

Card Holder Phone Number \_\_\_\_\_

Signature: \_\_\_\_\_

Today Date \_\_\_\_\_

I authorize Mobile Truck repair to initiate a charge or place a hold to the credit card indicated above for the total amount due for the repairs. I also authorize charges for any additional related services that I may needed to be Charges to my account. I understand that I can't cancel my credit charges upon signature for services. Card Holder Signature Date\_ Please Attached Photocopy of Your Credit Card and Photo I'D Your Information is Highly Confidential.

Thanks: MTS Mobile Truck Repair, Ph :855-365-5888 fax MTS Mobile Truck Repair Normal Business Hours (7:00am – 5:00pm) : \$95.00 service Call \$155.00 per hour 2 hours text message us 844-888-7587 FAX (888) 292-5768 Email: truckrepairdirectory@gmail.com

Payment link: <https://poynt.godaddy.com/checkout/c944f8f6-4268-4f2b-adcc-42f98edf270d/default>

Thanks for your business MTS Mobile Truck Service LLC.