

## **TIRE PROGRAM FOR MOTOR CARRIERS**

Crowley has contracted **Emergency Breakdown Service (E.B.S.)** to repair tires on Crowley equipment in transit on the highway. This Tire Roadside Service Agreement authorizes E.B.S. to respond to requests by Carriers for roadside replacement of failed tires on any equipment being operated on behalf of Crowley by a Carrier with a valid Crowley Liner Services, Inc. Equipment Interchange Agreement. This program only applies to equipment interchanged from **Crowley Liner Services, Inc.** This program specifically does not apply to Crowley equipment that may be on sublease to other entities at the time roadside service is required. E.B.S. provides two types of services under this program:

### **SERVICES FOR WHICH CROWLEY IS RESPONSIBLE**

- When the cause of tire failure is a tire blowout or other total failure such as a peeled or separated caps, which did not result from driver abuse, charges for replacements of failed tires on Crowley equipment will be billed directly to Crowley by E.B.S..

### **SERVICES FOR WHICH CARRIER IS RESPONSIBLE**

- Charges for repairs to flat tires or replacements of run flat tires, cut tires or tires otherwise abused by Carrier will be billed by E.B.S. directly to the Carrier in possession of the equipment at the time the service is performed. Carriers agree to pay all such charges directly to E.B.S. within 30 days of receipt of E.B.S. invoices. Failure to pay E.B.S. for Carrier responsibility tire repairs shall be grounds for declaring the Carrier in default of the Crowley Liner Services, Inc. Equipment Interchange Agreement and may subject Carrier to having its Crowley Liner Services, Inc., Equipment Interchange Agreement terminated.
- It is important to understand that any services provided by E.B.S. that do not qualify as Crowley tire failure responsibility will be billed by E.B.S. directly to the Carrier. Carrier failing to pay such bills within 30 days of invoice date will find that E.B.S. will no longer respond to any requests for roadside service.

To use this program Carriers may call **E.B.S. at 1-877-528-4737**. When calling for service drivers must provide:

- Driver Name
- Company Name
- Exact Breakdown Location
- Valid Crowley Equipment Number
- Tire defect, position and size

This program is designed to minimize the expense, lost time and customer inconvenience associated with replacement of tires that fail during highway transit. The success of the program relies on the commitment of the Carrier to ensure that the program is used appropriately and is in no way abused. Crowley in its sole discretion reserves the right to modify or terminate this entire program or to exclude a Carrier from using this program.

Carriers who do not utilize this program are required to adhere to the procedures outlined below:

In the event of a blowout and/or total failure of a tire and/or tube, replaced by other than Crowley, the replacement shall be properly mated and should be of similar quality and value. Report of such replacement must be made to Crowley showing size, ply, brand and serial numbers of tires applied. All costs must be reasonable and just. If tire or tube is ruined as a result of being run flat or otherwise abused, it will be the responsibility of the Carrier to replace or pay for the tire or tube so ruined.

Any unserviceable tire replaced by the Carrier and for which Crowley is charged, shall be returned by Carrier to the point, and in the manner, designated by Crowley. Crowley will inspect all such returned tires and will issue a receipt to the Carrier for any returned tire indicating the condition of the tire and the reason for failure. Receipts for returned tires must accompany any billing submitted to Crowley by Carrier for reimbursement of tire repair costs. Any billing to Crowley must likewise include original vendor invoices and repair orders showing size, ply, brand and serial numbers of tires replaced.

Repair authorization from the Crowley Maintenance Department, must be obtained prior to commencement of any work on tires and tubes. In the event that repairs are required after the close of normal business hours, authorization from the Crowley Maintenance Department must be obtained prior to close of business of the next business day. All authorized work must be billed to Crowley within thirty (30) days from the date that the maintenance or adjustment was completed. Bills for unauthorized work will not be paid. Bills for authorized work not submitted within the 30 day period may be rejected. All billing to Crowley must be accompanied by original vendor invoices and work orders and show that they have been paid in full.