

ROAD SERVICE PROGRAM FOR MOTOR CARRIERS

Crowley has contracted **Downtime Fleet Management Services (Downtime)** to provide road service on Crowley equipment in transit on the highway. This Roadside Service Agreement authorizes Downtime to respond to requests by Carriers for roadside repair 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. Downtime provides two types of services under this program:

SERVICES FOR WHICH CROWLEY IS RESPONSIBLE

- When the cause of tire failure is a total failure such as a peeled or separated cap, which did not result from driver abuse, charges for replacements of failed tires on Crowley equipment will be billed directly to Crowley by Downtime.
- When the cause of mechanical failure is due to normal wear and tear, which did not result from damage, charges for repairs and replacement parts on Crowley equipment will be billed directly to Crowley by Downtime.

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 Downtime directly to the Carrier in possession of the equipment at the time the service is performed. Charges for mechanical repairs due to damage by Carrier will be billed by Downtime 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 Downtime within 30 days of receipt of invoice. Failure to pay Downtime for Carrier responsibility tire and/or mechanical 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.

If the Carrier does not have a Downtime billing account in good standing, Downtime will dispatch a vendor. The vendor performing the repair will contact Downtime from the repair site. If the service is the responsibility of the Carrier due to abuse and/or damage, Downtime will collect payment at the time of repair from the Carrier. Should Carriers refuse to pay such charges service will not be provided by Downtime. If the service is the responsibility of Crowley, Downtime will directly bill the charges to Crowley.

To use this program Carriers may call **Downtime at 866-965-9288**. 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.