



FLEXIDAY® OVER THE ROAD POLICY

Draymen are to contact the local *FlexiDay*® office from which the chassis was originally picked up from, if an Over The Road (OTR) failure occurs during regular business hours. In the event that a failure occurs after business hours, draymen may contact one of the following over the road (OTR) service providers for any OTR failures to include mechanical or tires that are not related to damage caused by the drayman.

EBS – 24 Hour Emergency Service (877) 528 – 4737

InterStar - North America Inc. (800) 888 – 1001

We encourage you to use one of these services for your OTR needs. We cannot accept any invoices or claims from any other service provider.

We encourage you to establish an account with one of these authorized OTR vendors to expedite your road call in the event of a failure.

Liability of Expenses

FlexiDay® will assume responsibility for road service expenses incurred by the Motor Carrier resulting from defective equipment or failure due to normal wear and tear. In the case of tire failure this will include peeled retreads holding air, casing and tread separations.

Motor Carrier will assume responsibility for expenses resulting from operational damage and neglect. In case of tire failure, this will include failure due to, but not limited to, impact breaks, cuts, curbing, dragging, run flat, skid flat, or tires that have been run on to a point where the original cause of failure can no longer be determined.

Destroyed or disintegrated casing, melted tubes or tire tube stems sucked into the casing will be the Motor Carrier's responsibility.

Replacement parts must be new parts and tires must be either New OEM or New recapped tires. Used replacement parts or tires will not be accepted.

A Motor Carrier who continues to drive after a tire has lost air and gone flat will often cause the failure of the adjacent tire due to overload, as that one tire cannot carry the load for both tires alone. In such cases, one tire (the 1st to fail) will usually appear run flat, or destroyed, while the other (2nd tire to fail) will appear as a casing failure, separation, peeled cap, or may even become destroyed as well. In these circumstances the driver will be held accountable for the second tire and the first tire to fail will only be accepted as a *FlexiDay*® responsibility if and only if the original cause of failure can be identified as an owner's responsibility.

The Motor Carrier will be responsible for cost arising from OTR. If it is the opinion of the Motor Carrier, that the road service repairs were due to equipment failure and is *FlexiDay*®'s responsibility, he may pursue reimbursement by submitting a claim to the *FlexiDay*® location where the equipment was originally picked up from. The Motor Carrier will be responsible for returning the failed parts/tires to the original pick up location at the time of submitting a claim. The parts/tires will be inspected to determine probable cause upon receipt by *FlexiDay*® location. Motor Carrier must submit copies of all road service vendors invoices and receipts to be submitted for reimbursement consideration. *FlexiDay*® will only accept responsibility for failures resulting from defective equipment and no other ancillary costs that may be associated with the OTR service.

All repairs performed need to meet acceptable IICL standards. Should repairs be deemed a substandard and do not bring the equipment to its original condition as when the equipment was first picked up reimbursement will be denied and the Motor Carrier may be held liable to bring the equipment to a conforming standard.

FlexiDay® requires that all OTR services be reported to the local *FlexiDay*® location within 72 hours of occurrence and any invoicing must be within 30 days of occurrence.