



TERMS AND CONDITIONS OF THE POST-PAID COMMERCIAL CHARGE ACCOUNT PROGRAM

These terms and conditions, together with your Credit Agreement (TA-W51312), E-ZPass Tag Order Form (TA-W68161), Pre-Paid Plan Application (TA-68167), Terms and Conditions of the Pre-Paid Commercial Charge Account Program (TA-W68167A), Bond Form (TA-W5181) or Cash Surety Deposit (TA-W5106), and W-9 if U.S. company or W-8BEN if foreign company, constitute your Commercial Charge Account Agreement ("Agreement"). Please read these terms and conditions and keep them for your records. When you open your Commercial Charge Account ("Account") and use your E-ZPass Tag(s) ("Tag"), you agree as follows:

1. General

- a. Failure to comply with this Agreement may result in termination of your Account.
- b. You may not assign the obligations or benefits of this Agreement.
- c. Failure to pay Account charges may result in penalties as provided by law.
- d. You must approach and pass through E-ZPass only lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Tag or Account.
- e. You must stop in staffed lanes and proceed only when the traffic signal shows green.
- f. You must comply with all applicable traffic laws, regulations, signs and signals, and the directions of toll collectors and law enforcement officers.

2. Tag Use

You may use the Tag on any vehicle that is in the same classification for which the Tag is designated, provided the vehicle is specifically listed on your Application.

3. Your Account

- a. You must charge an annual minimum of \$600 in tolls and SHP fees to your Account.
- b. If there is no activity on your Account, or the activity does not meet the minimum requirements, the New York State Thruway Authority ("Authority") may automatically close your Account and will provide you with written notice of that action.
- c. You must notify the Authority of any changes to your Account in writing, on company letterhead, signed by an authorized company representative.

4. Discount(s)

- a. Qualification for discount - You will receive a discount on monthly toll charges for amounts exceeding \$1,000 (SHP fees and monthly Tag fees are not included in this calculation.) To receive the discount, the Authority must receive payment for your monthly toll charges, Tag fees and SHP fees within 30 days of the invoice date. You will not receive any discounts if the Authority receives your payment 31 days or more after the invoice date.
- b. Discount Schedule - Discounts for monthly toll usage are calculated using the following schedule:

MONTHLY TOLL CHARGE	DISCOUNT	
	Effective 5/15/05 - 12/31/05	Effective 1/1/06
\$0 - \$1,000	None	None
\$1,001 - \$2,000	10%	10%
\$2,001 - \$3,000	20%	15%
Over \$3,000	25%	20%

- c. You must submit a written request for reinstatement of lost discounts. Each request must be for a specific invoice month, made within 180 days of the invoice date that the discount was lost, and include the following:
 - A letter, on company letterhead and signed by an authorized company representative, stating the specific dollar amount requested for credit and the reasons for such request.
 - Any documentation needed to support the reasons stated for discount reinstatement.
 - If the Authority approves all or a part of a request for a discount reinstatement, the amount approved will appear on your Account invoice following such approval.

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5. Disputed Tolls

You must submit a written request to dispute toll charges. Each request must be for a specific invoice month, made within 180 days of the invoice date for that month, and include the following:

- A letter, on company letterhead and signed by an authorized company representative, stating the specific dollar amount requested for credit.
- Trip Register detail for the trips in question, with trips highlighted and corrected on the applicable Register page(s). Corrections should be made to class, Entry or Exit, and toll charge, as may be necessary, for each trip disputed.
- A calculation showing the disputed toll amounts in total, the requested corrections to those amounts in total, and the difference between the disputed and correction amount totals. This difference will be the specific dollar amount requested for credit.
- When applicable, the credit requested should be adjusted down for the amount of volume discount received as a result of any overcharges. This will result in the net credit request to be included in the letter.

For toll classifications, rates and other descriptions, please visit the Authority's Website at www.thruway.state.ny.us. You may also call 1-800-468-9946 with any additional questions related to toll classes, rates or other items.

The Authority reserves the right to review all credit requests and ask for additional information or documentation before issuing a credit. Additionally, the Authority may reject in whole or in part and return without further review requests for credit that are incomplete, erroneous, or are not made within 180 days from the invoice date. You may not deduct anticipated credits for disputed charges from invoice balances due. Invoice payments received for less than the full amount due will result in Account delinquency and may result in loss of volume discount. Delinquent Accounts are subject to suspension or revocation in accordance with the terms of this Agreement. If the Authority approves all or a part of a credit request, the amount approved will appear on your Account invoice following such approval.

6. Violations

- a. If you use the Tag when your Account is suspended or revoked, or after the Tag has been reported lost or stolen, you may: incur an administrative fee of up to \$25.00 per occurrence; be charged the full, undiscounted charge; and/or be asked to surrender the Tag to the Authority via certified mail or to plaza personnel.
- b. If you use the Tag in a vehicle other than the classification for which the Tag is designated, you may incur administrative fees of up to \$50.00 per occurrence and/or be asked to surrender the Tag to the Authority via certified mail or to plaza personnel. Such continued misuse may result in revocation of your Account.
- c. If you attempt to use the Tag without properly attaching it to your vehicle, you may incur an administrative fee of up to \$50.00.

7. Lost/Stolen or Non-Operational Tags

You will not be liable for unauthorized Tag use that occurs after you notify the Authority, in writing, of loss, theft or possible unauthorized use. However, for the replacement of a lost, stolen, defaced or abused Tag, you will be charged \$25.00 for interior Tags, \$32.00 for exterior Tags and \$40.00 for fusion Tags.

8. Disclaimer

You acknowledge that the Authority and all entities providing E-ZPass services have not made, and expressly disclaim any representation or warranty, express or implied, relating to the Tag including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that the Authority and all entities providing E-ZPass services will have no obligation or liability whatsoever to you with respect to your use or the performance of the Tag. Further, you agree that the Authority and all entities providing E-ZPass services have no obligation or liability whatsoever to you with respect to the method, materials or craftsmanship of the mounting unit used for exterior mounted Tags. You agree to indemnify and hold harmless the Authority and all entities providing E-ZPass services from and against any and all damage, loss, cost, expense and liability relating to, arising from, or as a result of, the use or performance of the Tag.

9. Cancellation/Termination

You may cancel an individual Tag privilege under your Account by returning the Tag to the Authority. If you wish to cancel all Tag privileges and close your Account, you must provide the Authority with a letter, on company letterhead signed by an authorized company representative, and return all Tags to the Authority. The Authority will close your Account when all outstanding charges have been paid and there has been no Tag activity for three months.

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10. Collection of Expenses

You agree to pay all costs, including attorneys' fees, incurred by the Authority and all entities providing E-ZPass services to collect any monies due under the terms of this Agreement.

11. Modifications

The Authority may change the terms of this Agreement at any time by advance written notice. Such modified terms shall take effect on the date specified therein. The invalidity of any term or terms of this Agreement shall not effect any other term of this Agreement, which shall remain in full force and effect.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

13. Changes

You agree to inform the Authority of any changes to the information you provided in your Post-Paid Application, such as address and vehicle information, and change in ownership.

14. Non-Disclosure

Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of the Authority and the entities providing E-ZPass services.

15. Inquiries and Correspondence

Please send all of your correspondence, payments, Tag returns and requests for credits or discount reinstatements regarding your Post-Paid Account to the Authority as follows:

Correspondence:

NYS Thruway Authority
 Commercial Services
 P.O. Box 189
 Albany, NY 12201-0189
 FAX - (518) 471-5879

Tag Return:

NYS Thruway Authority E-ZPass Service Center
 Commercial Tag Unit
 17 Perlman Drive
 Spring Valley, NY 10977

Commercial Charge Account Payments:

NYS Thruway Authority
 Office of Investments and Asset Management
 P.O. Box 12125
 Albany, NY 12212-2125

Requests for Credits or Discount Reinstatements:

NYS Thruway Authority
 Office of Investments and Asset Management
 P.O. Box 189
 Albany, NY 12201-0189
 FAX - (518) 471-5050

16. Schedule of Administrative Fees

Cost of Tag if damaged, defaced, lost or stolen:

Interior	\$25.00
Exterior (roofmount, license plate or waterproof)	\$32.00
Fusion	\$40.00
Returned check fee	\$25.00
Duplicate copy of invoice/trip detail	\$ 0.25 per page (minimum of \$2.00)
Tag misuse/violation administrative fees per occurrence - up to	\$50.00
Monthly Tag fees:	
Interior/exterior	\$ 0.50
Fusion	\$ 1.00

The Authority and the entities providing E-ZPass services reserve the right to assess additional fees.