

**Program Enrollment Agreement Between  
BMW OF NORTH AMERICA, INC. DEALERS  
and  
FedEx.**

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State/Province** \_\_\_\_\_ **ZIP/Postal Code** \_\_\_\_\_

**Contact Name** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**\*\* FedEx Express Account No.** \_\_\_\_\_ **FedEx Ground Acct No.** \_\_\_\_\_

*\*\* To obtain the FedEx Pricing Program you must have a FedEx account number. To obtain a FedEx account number please call 1-800-463-3339 and dial (\*) to speak to a representative.*

*Please be advised that the undersigned Dealer elects to participate in the National Dealer Pricing Program Agreement, and has read and agrees to be bound by the terms and conditions below.*

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

<p><b>Dealer Agreement Terms &amp; Conditions of Shipping</b></p> <ol style="list-style-type: none"><li>1. The prices and other terms and conditions provided to you as a member are for your exclusive use and benefit and are to be treated as confidential information. The prices (or any portion thereof) may not be extended to any other party. You may not under any circumstances sell, assign, or otherwise transfer (including but not limited to, third party billing) the benefit of this pricing to any other party. Failure to abide by this provision may result in immediate termination of your participation in the Program.</li><li>2. You must complete this form to participate in the Program.</li><li>3. Each shipment made under this Agreement is subject to the terms and conditions of the FedEx Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. FedEx reserves the right to modify the FedEx Service Guide at any time without notice.</li><li>4. Participation in the Program is conditional upon obtaining FedEx Credit approval. FedEx reserves the right to deny credit and we do not extend consumer credit privileges.</li><li>5. Payment on your account is due fifteen (15) days from the invoice date. Duties and taxes are payable on receipt. Failure to comply with our payment terms may result in denial of credit and removal of discounts</li><li>6. This Program will be effective for so long as the National Dealer Pricing Program Agreement remains in effect with BMW, or until termination of that Agreement, whichever first occurs. However, either party may terminate this Agreement in its entirety at any time upon thirty (30) days written notice to the other.</li><li>7. Dealers are prohibited from using the FedEx name or logo without the prior written consent of FedEx.</li><li>8. A federal excise tax when required by the Internal Revenue Code on the air transportation portion of any FedEx service, if any, is paid by FedEx.</li></ol>
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Please mail the form to: **Ora Guy**  
**4200 Regent Blvd.**  
**Irving, TX 75063**

**OR FAX TO 469-524-6780**

*\*\* A FedEx sales representative will contact you with the National Dealer Program discounts and shipping supplies.*