



Part 1: Subscriber and Payment Details

Instructions: This form can be filled in electronically, or printed out and returned by fax or email. To submit the form electronically, fill in the fields below using Adobe Acrobat, save the PDF, and email it to partslink@autobpa.com. Otherwise, print out the form, fill in the information by hand, and either fax it to **401-262-0193**, or scan the pages and attach the file by email. Please allow 24-72 hours for processing and the faxing of a Partslink Services Agreement to the applicant company. There are 4 pages in total.

Note: A six-month minimum commitment is required for all Partslink subscriptions.

Subscriber Information

Company Name:

Principal Contact: Title:

Address:

City: ZIP/Postal Code:

State/Province: Country:

Phone: Fax:

Email:

ABPA Membership

Member of ABPA: Yes No

Member ID #: *Leave blank; To be filled in by ABPA*

Partslink Account

Username:

Customer's primary E-mail

Password:

Customer will supply: 6-12 digits

Pricing Schedule

Partslink pricing differs, depending on your location. Please **select ONE** option from the list below. If you are not located in the U.S. or Canada, please select one of the U.S. rates.

United States



- ABPA Member: One location only
\$250 per month
- ABPA Member: Multiple locations
\$325 per month
- Non-Member: One location only
\$325 per month
- Non-Member: Multiple locations
\$400 per month
- Information Provider
\$475 per month
subject to adjustment by contract

Canada



- ABPA Member: One location only
\$190 per month
- ABPA Member: Multiple locations
\$230 per month
- Non-Member: One location only
\$230 per month
- Non-Member: Multiple locations
\$300 per month
- Information Provider
\$450 per month
subject to adjustment by contract

Payment: Credit Card

Monthly Amount: *Enter the fee for the option selected above*

I hereby authorize ABPA to debit my credit card on a recurring monthly basis for the specified amount, as regular payment for the Partslink system and to exact such charges until otherwise notified.

Card Type: Visa MasterCard Amex Discover

Number:

Expiration (Month/Year):

Name on Card:

Signature:

Type your name if completing electronically

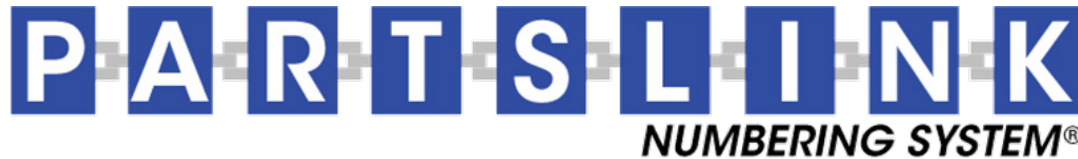
Contact Person:

Please provide contact info for the person who manages the credit card (name, phone number, email address):

Payment: Check

If you pay by check, you will receive a 10% discount, but 12 months must be paid in advance. Please make all checks payable to "ABPA". Mail checks to: **"Automotive Body Parts Association, 400 Putnam Pike, Suite J #503, Smithfield, RI 02917"** and include a copy of this document.

Note: You will not have access to the Partslink system until your check is received.



Part 2: Partslink Services Agreement

Automotive Body Parts Association

400 Putnam Pike, Suite J #503
Smithfield, RI 02917-2442

Phone: (800) 323-5832 | (401) 949-0912

Fax: (401) 262-0193

Email: partslink@autobpa.com

ABPA Partslink Services Agreement

SERVICES: Automotive Body Parts Association (ABPA) agrees to furnish to subscribers the data processing and information services which comprise the Partslink system for subscriber's ordinary business purposes (as defined in paragraph 2 within "ADDITIONAL TERMS AND CONDITIONS" on next page) for so long as this Agreement remains in effect, subject to the terms and conditions thereof.

TERM OF AGREEMENT: This Agreement shall commence within a 24 to 72 hour time period of the date it, or the online application, is signed by the subscriber and shall continue indefinitely so long as subscriber meets those payment provisions as contained herein. Either party may terminate this Agreement (1) upon any material breach by the other of its obligations, (2) if the other shall commit an act of bankruptcy, or (3) upon notice by either party without cause. Termination shall become effective within three days from the date of notification. For purposes hereof, material breach shall include, without limitations, in the case of the Subscriber (a) the failure to pay any amount due and owing ABPA hereunder, or (b) any unauthorized use or disclosure of the Services including, without limitation, the Partslink Numbering System. **The subscriber's minimum commitment to this Agreement shall be six months.**

PRICING: The charges for the Services are specified in the Pricing Schedule. Subscriber agrees to be responsible and pay for all Services used whether by means of its user members, terminals or other equipment devices. Subscribers agree to pay ABPA the monthly fee within the 1st to 3rd day of the month and by automatic credit card transfer to ABPA Partslink account or shall lose entry access to the online site for that period in which credit card is not processed, for whatever reason.

OWNERSHIP AND CONFIDENTIALITY: Subscriber acknowledges that all computer programs, databases, interchange systems and components portions thereof including, without limitations, numbering codes, denotations, indexes, interchange numbers, part type names and part type numbers and all related information and documentation used or furnished by ABPA and/or its agent in connection with the Services will at all times be and remain the property of ABPA and the ABPA Partslink program. Subscriber may not disclose online access code to any other person, company, entity or group which is not an integral part of Subscriber's business. Subscriber may disclose information to its employees and/or to other company locations for purposes specifically relating to Subscriber's use of the services. ABPA shall have the right to sell and distribute such statistics as may be compiled from use of ABPA Partslink program by Subscribers.

ADDITIONAL SERVICES: Additional services, reports and system enhancements may be included in the ABPA Partslink program as an integral part of Subscriber benefits, however, technical support for training of new subscriber personnel, special consulting, or for services which are not an integral part of the program, such as preparation for cataloging, will be charged to Subscriber as negotiated by the agent of ABPA, and shall be charged directly to Subscriber by such agent. Failure on the part of the Subscriber to pay such negotiated additional fees in a reasonable and responsible manner shall constitute a material breach of this Agreement and may result in loss of Subscriber benefits.

THIS AGREEMENT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGE, WHICH SUBSCRIBER ACKNOWLEDGES HAVE BEEN READ AND ARE PART OF THIS AGREEMENT. PLEASE ALSO INITIAL ON THE NEXT PAGE.

ABPA:

Signature:

Type your name if completing electronically

Name:

Date:

Subscriber:

Signature:

Type your name if completing electronically

Name:

Date:

Additional Terms and Conditions

1) AVAILABILITY OF THE SERVICES: ABPA will license the Partslink Numbering System to Subscriber continuously for so long as this Agreement remains in effect.

2) USE OF SERVICES: Subscriber assumes responsibility for the consequences of any instructions it may give to ABPA and/or its agent and for providing the access password to the program. Subscriber agrees that it will use the services only for the purposes of parts purchasing, selling, inventory maintenance, inventory control, electronic communication or transmission and interchange with information service providers, suppliers, distributors, manufacturers, shippers and insurance companies ("ordinary business purposes") and will not sell, lease or otherwise provide, directly or indirectly, any of the Services or any portion thereof to any third party except as expressly authorized.

3) COMMUNICATIONS LINES, COMPUTER AND EQUIPMENT: Subscriber is responsible for installation of appropriate equipment to enable Subscriber to access the Services.

4) FILE SECURITY, RETURN OF SUBSCRIBER PROPERTY: ABPA will provide reasonable security provisions to insure that Subscriber's access password as well as credit card used for automatic payment is available to none other than Subscriber, or those parties which Subscriber designates.

5) LAWS AND GOVERNMENT REGULATIONS: Subscriber shall be responsible for compliance with all laws and governmental regulations affecting its business and for any use it may make of the Services to assist it in complying with such laws and government regulations. If after the date hereof any modifications to the Services shall be legally required, ABPA shall, except to the extent such changes may be beyond the capability of ABPA and/or its agent to implement, modify the Services appropriately. If providing any Services to Subscriber hereunder violates, or in ABPA's judgment is likely to violate, any laws or government regulations, ABPA may upon notice to Subscriber(s) immediately cease providing the affected Services to Subscriber(s).

6) SOFTWARE: Subscriber acknowledges that it is a licensee and/or sublicensee of ABPA of the various systems benefits and that programs, databases, related information and documentation are part of the Partslink program and Subscriber may use the software and information furnished by the system as it was intended. Subscriber may make alterations, changes or modifications to the database as warranted but ABPA and/or its agent accepts no responsibility for such changes and the resultant impact on Subscriber's internal inventory control and maintenance program.

7) WARRANTY:

A. ABPA represents that the programs and database will be regularly maintained and updated and except as specifically provided herein, there are no other warranties, express or implied.

B. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8) LIMITATION OF LIABILITY:

A. ABPA shall use its best efforts to ensure that the Partslink Numbering System database, and associated delivery website will be available to Subscriber as is feasible and technically possible.

B. ABPA does not warrant that the information contained within the Partslink Numbering System database is completely free of inaccurate information and if ABPA is informed of any inaccurate information, that ABPA shall endeavor to make corrections.

C. ABPA shall not have any liability under this Agreement for any money damages resulting from claims made by Subscribers or any third party for any and all causes.

D. IN NO EVENT WILL ABPA BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH CLIENT MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF ABPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9) DEFAULT BY SUBSCRIBER: Should Subscriber (a) default in the payment of any sum of money hereunder, (b) default in the performance of any other of its obligations under this Agreement, or (c) commit an act of bankruptcy or become the subject of any proceeding under the Bankruptcy Act, or become insolvent, then in any such event, ABPA, at its option, may upon written notice thereof (1) Terminate this Agreement, (2) Declare all amounts due to become due hereunder immediately due and payable and (3) Cease providing the Services. If a Subscriber joined as a member of ABPA and becomes in arrears in his dues to the Association, ABPA shall have the right to assess Subscriber the current monthly fee for non-member, such sum to be paid prior to the continuation of the Services provided.

10) GENERAL:

A. Subscriber acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all existing Agreements and all other oral, written or other communications between them concerning subject matter.

B. This Agreement shall not be modified in any way except by a writing signed by both parties.

C. If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

D. The headings of this Agreement are intended solely for reference and shall not affect its interpretation.

E. The individuals executing this Agreement on behalf of ABPA and Subscriber do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.

F. All notices shall be in writing (including e-mail) and shall be sent by U.S. mail, certified at sender's discretion, to the address of record for ABPA, 400 Putnam Pike, Suite J #503, Smithfield, RI, 02917-2442 and to the Subscriber's address of record as recorded by the Association.

Initial Here:

I have read and acknowledge the additional terms and conditions