Customer Rental/Credit Application and Credit Terms and Conditions

Thank you for choosing National Lift Truck Inc.; National Lift, LLC; National Battery, Incorporated; and/or National Lift of Arkansas, Inc. (collectively, the "Lessor" or "NL") for your equipment rental and sales; servicing; storage; and trucking needs. We look forward to doing business with you. Please provide the information requested below.

Business Information:

Name of Customer (hereinafter referred to as "Customer"): _____

DBA (if any): _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Physical Address: _____ City: _____ County: _____ State: _____ Zip: _____

Main Phone: _____ Fax: _____ Email: _____

Check One: [ ] Individual [ ] Corporation [ ] Partnership [ ] Limited Liability Company [ ] Subsidiary/Division of: _____

Business Type: _____ Yrs In Business: _____ State of Formation: _____ Fed Tax ID #: _____ State Tax ID Number: _____

Tax Exempt?: [ ] No [ ] Yes If "Yes," Tax Exempt / Resale #: _____. **Please attach Tax Exemption/Resale Certificate.**

Principal Owner(s) (more than 10% equity)	Address	SSN

Parent(s): _____ Affiliate(s): _____ Subsidiary(ies): _____

Authorized Signatories: _____ _____ _____

Account Payable Contact Name: _____ Phone Number: _____ Email Address: _____

NL is hereby authorized to do business with all of Customer's employees and contractors (including without limitation, those specifically identified above) and to assume that each such person or entity has signatory authority on behalf of Customer without further inquiry.

Terms of Account:

Charge Authorization (To Charge the Following Account for All Amounts Due and Coming Due to NL from Customer on a Net 10 basis):

Bank: _____ Contact Name: _____

Account No.: _____ Phone: _____

Billing Address: _____ Fax / Email: _____

Card Information:

Type of Card: [ ] Visa [ ] MasterCard [ ] American Express [ ] Discover [ ] Other: _____

Account Number: _____ CVV Code: _____ Expiration Date: _____

Cardholder Name: _____ Billing Address: _____

Email /Fax Receipt To: _____ City, County, State, Zip: _____

Trade References / Principal Suppliers:

Reference #1: _____ Contact: _____

Phone: _____ Fax/Email: _____

Reference #2: _____ Contact: _____

Phone: _____ Fax/Email: _____

Reference #3: _____ Contact: _____

Phone: _____ Fax/Email: _____

Charge Authorization / Guaranty:

Each of the undersigned parties: (a) certifies that all information provided by the undersigned (including credit information set forth above) is true, correct and complete, and does not fail to set forth any material information; (b) acknowledges that NL will rely on such information with respect to making decisions regarding Customer's terms of credit (c) authorizes NL and/or its assigns to make all inquiries it/they may deem necessary to verify the accuracy of information provided in order to determine the creditworthiness of the undersigned, **including, without limitation, obtaining and using one or more business and/or personal credit reports** and/or such other information as NL deems appropriate (the "Financial Information"); (d) authorizes and instructs each person or entity to furnish, share or otherwise makes accessible the Financial Information to NL; (e) authorizes NL to share the Financial Information with any other person or entity, including but not limited to parents, subsidiaries and affiliates of any NL entity, dealers, consumer reporting agencies, financial institutions, and merchants, to the extent permitted by law; (f) authorizes NL to make a decision to extend credit nor or in the future based upon the Financial Information and the information contained in this Agreement; (g) authorizes NL to accept the signatures of all Authorized Signatories identified (whether or not specifically) above; and (h) agrees to promptly pay and perform Customer's obligations set forth in his/her/its agreement with each applicable credit card issuer. The above referenced bank account(s) will be charged for all future obligations owing to NL. In the event such bank accounts do not contain sufficient funds, the above reference credit card will be charged, for which NL may charge a convenience fee of up to 4%, as determined in NL's sole discretion, where not prohibited by law. The undersigned further certifies that: (i) he/she has carefully reviewed, understands, and agrees to comply with the terms of this Agreement, including NL's Credit Terms and Conditions (See Page 2); and (ii) is authorized to sign this application on behalf of the Customer. Digital, photocopied, facsimiled and emailed signatures appearing hereon will be deemed the equivalents of originals for all purposes. Executed by the undersigned personally and under seal:

Date	Print Name of Customer	Signature of Customer	Title

Our terms are Net 10 days, unless otherwise indicated in your Rental Contract, Bill of Sale or other agreement you enter in to with NL. A service charge equal to the lesser of: (i) 1.5% per month (18% annually); or (ii) the maximum rate permitted by law may be assessed on all past-due amounts. NL reserves the right to require that delinquent accounts be C.O.D., in our sole discretion.

GUARANTY: The undersigned "Guarantor" hereby **GUARANTEES** the Customer's full and timely payment and performance of all obligations of the Customer arising under and/or in connection with any one more "Contract(s)" as defined on Page 2 hereof *(See Section 12 on Page 2 for a complete statement of the terms of this **GUARANTY**)*.

Signature of Guarantor: _____ **Address:** _____

PLEASE SEND COMPLETED FORM TO NATIONAL LIFT VIA FACSIMILE TO: (630) 993-4860, OR VIA EMAIL TO: nltar@nlt.com

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CREDIT TERMS AND CONDITIONS

"Customer" identified on the preceding page ("P.1") has requested that National Lift Truck Inc.; National Lift, LLC; National Battery, Incorporated; and/or National Lift of Arkansas, Inc. (collectively, the "Lessor or "NL") sell, rent, lease, loan, service, and/or repair certain equipment and/or other items of personal property (hereinafter referred to as the or "Item(s)") on account and/or otherwise extend credit to Customer, in consideration of which Customer and NL agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Agreement; "Agreement" refers to P.1 together with these Credit Terms and Conditions; "Contract(s)" means each and every Rental Contract, Bill of Sale and other agreement you enter into with NL, including but not limited to those terms and conditions posted on NL's website; "Customer," "you" and "your" mean the "Customer" identified on P.1, and "Lessor," "we," "us" and "our" mean NL.

2. In consideration of NL's agreement to evaluate Customer's creditworthiness for purposes of the possible extension of commercial credit to Customer based upon the information furnished on P.1, Customer represents, warrants, acknowledges and agrees that, by executing this Agreement: (a) all purchases, rentals, services and storage obtained by Customer from any NL entity are subject to this Agreement; (b) Customer has received, read, understands and accepts the same and all of the terms and conditions of each Contract; and (c) Customer accepts and agrees to the terms and conditions of each Contract (whether or not signed by Customer), which shall be deemed incorporated herein and made a part hereof. This Agreement supplements, but does not supersede, the Contract(s). Use of or reference to acceptance(s), invoice(s), purchase order(s) or other similar document(s) is for convenience and identification only. This Agreement and the Contract(s) supersede any and all inconsistent provision(s) in any acceptance, invoice, purchase order or other such document(s) (except to the extent required by law).

3. You agree to pay the full outstanding balance(s) due under the Contract(s), including but not limited to all purchase, rental, service and storage charges, on the terms set forth therein (or if none, upon receipt of each invoice from NL). Customer acknowledges and agrees that the absence of an invoice or purchase order number on any statement, invoice or other billing delivered by NL to Customer shall not constitute grounds for delay or non-payment of charges due or coming due to NL under this Agreement and/or any Contract(s) at any time. You grant NL a perfected security interest in the Item(s) purchased by Customer from NL (and all proceeds thereof) to secure any and all obligations of Customer to NL. Customer appoints NL as its attorney-in-fact and authorizes NL to affix Customer's name to any other document to enforce this security interest. NL is authorized to file and record any financing statements in its discretion.

4. NL may, at its sole option, agree to increase the amount of credit extended from time to time. NL may reduce or terminate the credit arrangement described herein at any time, for any lawful reason, by written notice to Customer (whereupon, to the maximum extent permitted under applicable law, all amounts outstanding and owing by Customer to NL will, at NL's option, become immediately due and payable). **Customer authorizes NL to make credit investigation(s) and inquiries (including without limitation, by direct contact with Customer's lenders, vendors and suppliers) that NL deems appropriate to evaluate Customer's credit, financial standing and credit experience, with credit bureaus and other creditors**. Customer authorizes and instructs each person or entity to furnish, share or make accessible the Financial Information to NL. Nothing contained in this Agreement or any Contract shall obligate NL to rent or extend credit to Customer or any Guarantor.

5. Customer acknowledges that Customer has special skill and knowledge in the selection and use of the Item(s) and expressly disclaims any reliance upon any statements or representations made or to be made by NL, its agents or employees regarding the same. Customer acknowledges that it is Customer's responsibility to comply with all manufacturers' instructions and warnings pertaining to the Item(s) (or any of them), and Customer expressly disclaims any reliance upon any statements or representations made by NL regarding the same.

6. Customer represents and warrants that Customer and all parties who will have access to the Item(s) purchased and/or rented from NL are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control or any other denied persons list maintained by any U.S. government agency, and agrees to notify NL if any of such persons become listed. For information regarding the SDN list go to **https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx** and to **www.bis.doc.gov** for information on other denied parties lists and U.S. export restrictions.

7. Customer authorizes each of its employees, agents and representatives (including without limitation, drivers and delivery personnel) to sign any and all Contracts, Addenda and other documents, instruments and agreements presented by NL, and Customer agrees to honor and be bound by all of the terms thereof (excepting only Contract(s) executed by such person(s) whose authority to do so has been revoked by written notice from Customer delivered to and received by NL **prior to such execution). If Customer or any such employees or representatives request that NL deliver or drop off any Item(s) and/or other personal property, Customer authorizes NL to leave the subject item(s) at the designated delivery site, whether or not Customer and/or Customer's representative is/are present.** From and after said delivery, Customer will be solely responsible for any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from or associated with any Item(s) and/or other personal property, including without limitation, any use, misuse, contamination, loss and/or damage of/to the same, as well as any personal and/or bodily injury(ies) (including death) and/or property damage arising therefrom and/or in connection therewith (including without limitation, any attempted or actual use, operation, movement, storage, maintenance and/or repair of such Item(s) and/or other personal property).

8. If: (a) you or any Guarantor: (i) fail to fully and timely honor, pay, perform or comply with any provision of this Agreement, any Contract and/or any Addendum included therewith; (ii) provide any incorrect or misleading information to NL; (iii) become insolvent; or (iv) die or cease conducting business; (b) any Item(s) shall be lost, damaged or destroyed; or (c) more than 25% of the equity and/or voting interest(s) in Customer shall be transferred without the prior written approval of NL, you will be in default hereunder (a "Default"), whereupon, in addition to any other rights and/or remedies available under any other Contract or Addendum, NL may with or without notice or legal process (and without liability to you), to the maximum extent permitted under applicable law: (A) terminate this Agreement and/or any Contract(s); (B) seek relief from stay; (C) recover, empty, lock and/or disable the Item(s) without being guilty of trespass, wrongful interference or other transgression (for which you hereby agree to indemnify, defend and hold harmless NL, its agents and employees); (D) perform your obligations hereunder on your behalf, without being obligated to do so; (E) purchase replacement Item(s); (F) recover from you and/or any Guarantor our associated direct and indirect damages, losses, costs and expenses (including attorneys' fees and costs); and/or (G) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative. For these purposes, attorneys' fees of 40% of the amount due and owing, but remaining unpaid, will be deemed reasonable. Neither NL's exercise, nor its failure or delay in the exercise, any rights or remedies hereunder or in connection herewith will constitute a waiver of any right or remedy NL may have.

9. From and after the date of any Default, all amounts due from Customer to NL will bear interest at the lesser of: (a) 18% per annum (1.5% per month); or (b) the highest rate permitted under applicable law, until paid. Customer shall pay NL the maximum fee(s) permitted under applicable law for any check returned unpaid or any debit or credit card charge hereunder which is declined, charged back, reduced or reversed.

10. This Agreement, together with the applicable Contract(s) and any Exhibit(s) and/or Addenda signed and/or provided by NL, represent(s) the entire agreement between Customer and NL, superseding all other oral and written agreements and representations. This Agreement is not transferable or assignable without the prior written consent of NL. The terms of this Agreement are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Agreement will remain valid and enforceable. This Agreement shall be interpreted under the laws of, and proper venue for all associated civil legal proceedings shall lie solely in the State and County nearest to the NL facility where Customer obtained the Item(s), services and/or storage. You consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. **YOU WAIVE YOUR RIGHT TO TRIAL BY JURY**.

11. Bank and trade reference(s) are hereby authorized by Customer and each Guarantor (if any) to disclose to NL and its designee(s) (and any assignee or potential assignee thereof), any and all information normally released to a prospective creditor, including: length of time any account has been active, average monthly balances, how the account has been handled, and details of any rental and/or lending relationship(s). The digital, photocopied, facsimiled and emailed signature(s) of Customer and any and all Guarantor(s) appearing on P.1 will be deemed originals for all purposes. Customer and each Guarantor waive(s) its/their right to a jury trial and to file a counterclaim, and consent(s) to jurisdiction and venue in the federal, state and local courts located in or nearest to the State and County identified in Section 10. Customer and each Guarantor (if any) agree(s) to promptly and at its/their sole cost, take such additional actions, and execute, deliver and/or file of public record (as applicable) such additional documents and instruments as may be requested by NL from time to time in order to give full effect to the terms of this Agreement and any one or more Contract(s).

12. GUARANTY: If and only if the "Guaranty" on Page 1 is signed, the following terms shall apply: Each person or entity ("Guarantor") signing P.1 of this Agreement, for and in consideration of NL's agreement to extend credit to the Customer at Guarantor's request, **hereby guarantees the full and prompt payment and performance of all obligations of the Customer owing to NL** (including without limitation, all amounts due and coming due under each Contract, and all interest, attorneys' fees and other charges now or hereafter owing thereunder and/or in connection therewith) and waives presentment, demand, notice of acceptance, modification, extension, renewal, non-payment, default, homestead exemption(s), dishonor, diligence, maturity, protest and notice of protest, and consents without notice, to any extension(s) of time or increase(s) in the amount of the credit made available by NL to Customer. Each Guarantor acknowledges the obligations of the Customer arising under and/or in connection with the Contract(s) and agrees to hold a portion of all payments received in connection with Customer's use of the Item(s) sufficient to fully satisfy all amounts due and coming due to NL under and/or in connection with such Contract(s) ***in trust*** for the sole benefit of NL. Accordingly, Customer and each Guarantor agree to act as fiduciaries for such payment to NL and agree that Customer shall not use said funds for any other purpose. Customer and each Guarantor further agree that any failure to hold such funds in trust for NL shall create a debt which is not dischargeable in bankruptcy, and which shall be an exception to discharge pursuant to the terms of 11 USC § 523(a)(2), (4) and (6) (and any successor provision(s)). NL shall not be required to exhaust any other remedies against Customer or any other party before seeking recovery from any Guarantor(s) (each of whom shall be jointly and severally liable to NL for all of Customer's liabilities and obligations to NL). This guaranty is coupled with an interest, is intended to be a continuing guaranty of payment and performance (and not merely of collection) and shall continue as to all new indebtedness incurred by or for the benefit of the Customer, unless and until a written notice is sent by any Guarantor to, and received by, NL, via certified mail-return receipt requested, declaring that this Guaranty has been terminated by such Guarantor. Initial_____

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National Lift Truck Inc
3333 Mt. Prospect Rd
Franklin Park IL 60131
630.782.1000

National Battery of Chicago Inc
3333 Mt. Prospect Rd
Franklin Park IL 60131
630.782.1009

National Lift of Arkansas Inc
601 West Dixon Rd
Little Rock AR 72206
501.490.0909

National Lift LLC
5625 East Raines Rd
Memphis TN 38115
901.362.2668

REQUEST FOR CERTIFICATE OF INSURANCE

When renting our equipment your company must provide a Certificate of Insurance. As this is a part of your rental contract and necessary to our files, we request that you forward this to your insurance carrier as soon as possible.

Requirements:

- One of our companies will need to be named as "additional Insured" for General Liability and "Loss Payee: for Equipment Coverage - when renting, please ask your insurance carrier to provide a certificate naming that specific company and its address as "Certificate Holder"
- All Risk Equipment Coverage to include Rented Equipment
- Comprehensive General Liability – A combined single limit coverage not less than One Million Dollars ($1,000,000) per occurrence with Two Million ($2,000,000) general aggregate.
- Workers Compensation Insurance – The statutory amount and employer's liability coverage in the amount of at least Five Hundred Thousand Dollars ($500,000); including a Waiver of Subrogation in favor of the National company you are renting from.
- Excess Liability – One Million Dollars ($1,000,000)
- Thirty day written notice of cancellation is required

Please forward this letter to your insurance carrier. If they have any questions regarding our requirements, they can call the office/offices you have selected above.

Thank You in advance for your help in with this matter!

Perry DuBose	Jeff Dubose	Tom Smith	John Shahinian
President	Vice-President	General Manager	Chief Financial Officer

Please check one of the following

- o We currently have a Certificate of Insurance on file with National
- o We are including a copy of our Certificate of Insurance with this credit application
- o Our Insurance Carrier will forward our Certificate of Insurance under separate cover

Company_____ Contact_____

Please e-mail your Certificate of Insurance to nltar@nlt.com or Fax to 630.993.4860

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