

APPLICATION FOR CREDIT

We/I hereby apply for credit in accordance with the terms listed on the back.

PROPOSAL

2230 N. U.S. Highway 301
Tampa, FL 33619-2690
(813) 621-4671
(800) 780-4671
Fax (813) 628-0555

1915 N. Orange Blossom Trail
Orlando, FL 32804
(407) 843-0134
(800) 330-0134
Fax (407) 648-8923

6907 Broadway Ave.
Jacksonville, FL 32254-2717
(904) 693-9200
(800) 340-0451
Fax (904) 693-0155

2755 Marshall Drive
Tifton, GA 31793
(229) 388-8120
(866) 388-8120
Fax (229) 388-8121

www.yaleflorida.com
www.yalegeorgia.com

- Attachments
- Batteries & Chargers
- Carts & Dollies
- Dock Boards
- Dock Equipment
- Factory CAT Sweepers & Scrubbers
- Magliner Hand Trucks
- Pallet Jacks
- Princeton "Piggy Back" Fork Lifts
- Racking & Shelving
- Taylor-Dunn Personnel Carriers
- Warehouse Layout & Design Specialist
- Yale Hoists
- Yale Lift Trucks



Dealer of Excellence

Name of Business _____
Type of Business: Corp Sole Proprietorship Partnership

Physical Address _____
City, State _____ Zip Code _____ / _____ County

Phone # _____ Fax # _____ email _____

Mailing Address (if different from above) _____ City, State, Zip _____

Dun & Bradstreet # _____ Credit Amount Desired _____

Principal Owner (First Name/Title) _____ Social Security Number or Fed Tax ID _____

Home Phone _____ Business Phone _____ Home Address, City, State, ZIP _____

Credit Reference _____ Credit Reference _____

Address _____ Address _____

City, State, Zip _____ City, State, Zip _____

Phone# _____ Fax# _____ Phone# _____ Fax# _____

Name of Contact/Account # _____ Name of Contact/Account# _____

Credit Reference _____ Bank Reference _____

Address _____ Address _____

City, State, Zip _____ City, State, Zip _____

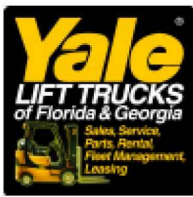
Phone # _____ Fax# _____ Phone# _____ Fax# _____

Name of Contact/Account # _____ Name of Contact/Account # _____

Applicant hereby applies to Yale Industrial Trucks for Credit and specifically consents to investigating applicant's credit history and authorizes the release of its bank account information. If credit is extended, applicant agrees to terms listed on back of application and acknowledges that Yale Industrial Trucks requires payment upon receipt of invoice. In the event of failure to timely pay any invoice, your account may be sent to an outside collection agency. If so, then applicant agrees to pay all reasonable collection costs, including but not limited to attorney's fees.

Name _____ Authorized Signature _____ Title _____ Date _____





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TERMS

1. **QUOTATION:** The proposal on behalf of Seller is an invitation for offers upon the terms stated herein. All orders and contracts that may result and be based upon such new materials as is quoted herein which Seller must purchase from other manufacturers are subject to prior acceptance of Seller order or contracts for such material by such manufacturers.
2. **ACCEPTANCE:** Seller hereby accepts Buyer's order for equipment described on the face hereof, but such acceptance is expressly conditional upon acceptance by Buyer of the terms set forth herein. Seller shall not be bound by any terms of Buyer's purchase order which provide conditions additional to or different from the terms hereof.
The terms hereof shall survive (i) delivery of the equipment ordered hereunder, and (ii) the signing of an additional security agreement by Buyer and Seller relating to such equipment. If said terms conflict with such security agreement, the terms of the latter shall control.
3. **PRICES:** Prices stated herein are based on present costs. Such Prices are subject to increase by Seller at any time prior to acceptance of your order by Seller to the extent necessary to cover Seller's increased costs applicable thereto.
4. **TAXES:** The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of all taxes acceptable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefore.
5. **PAYMENT:** Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof or as shipments are made and invoices rendered. The terms of sale herein are subject to credit approval and Seller may at any time prior to delivery modify the terms of payment originally specified to assure prompt payment for the equipment ordered.
6. **DELAYS:** Seller shall not be liable for loss or damage due to delay in delivery or manufacture, resulting from any cause beyond Seller's reasonable control, including but not limited to compliance with any regulations ordered, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of the Buyer, acts of civil or military authority, fires, strikes, factory shut-downs or alterations, embargoes, war, riot, delay in transportation, or inability due to causes beyond the Seller's reasonable control to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources, and any delays resulting from any such cause shall constitute a waiver of all claims for damages, in no event shall Buyer or Seller be liable for special or consequential damages.
7. **CANCELLATION:** Buyer may cancel its order, reduce quantities, revise specifications, or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by Seller, and Buyer shall indemnify Seller against any loss resulting therefrom.
8. **SHIPMENT:** Unless otherwise specifically agreed, all prices are for material packed for domestic shipment and delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information.
9. **SECURITY INTEREST AND DEFAULT:** Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charge, is paid in full by the Buyer. Buyer agrees to sign and deliver to Seller any additional security agreement required by Seller.
If Buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement. Seller may retain the cash deposited or paid to it and for the equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If equipment ordered has been delivered to Buyer by Seller at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the equipment. Repossessions and disposition of the equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to other remedies in Seller's favor existing at law or in equity.
10. **WARRANTY:** Seller warrants each new product to be free from defects in material and workmanship under normal use and maintenance as herein provided. Seller's sole obligation under this warranty shall be limited to repairing, replacing or allowing credit for, at Seller's option, any part which under normal and proper use and maintenance proves defective in material or workmanship within the period of time or the hour of operation, specified by the original manufacturer, provided, however, that notice of any such defect and satisfactory proof thereof of promptly given by Buyer to Seller, and thereafter such part is returned to Seller, with transportation charges prepaid, and Seller's examination proves such part to have been defective.
This warranty does not apply in respect of damage to any product or accessory or attachment thereof caused by overloading or other misuse, neglect or accident, nor does this warranty apply to any product or accessory or attachment thereof which has been repaired or altered in any way which, in the sole judgment of Seller, affects the performance, stability or general purpose for which it was manufactured.
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESSED OR IMPLIED, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PUPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.
USED PRODUCTS OTHER THAN SELLER'S REFURBISHED OR REBUILT INDUSTRIAL FORK TRUCKS ARE SOLD "AS IS" BASIS AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PUPOSE, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM.
This warranty does not apply to batteries, tires, distributor points, spark plugs or other trade accessories which are covered by the existing warranties, if any, of the respective manufacturers thereof.
11. **PATENTS:** Seller shall defend, or in its sole discretion, effect settlement of any litigation or claim brought against Buyer so far as based on a contention that any product of Seller's design furnished hereunder constitutes an infringement of any United States patent, if notified promptly in writing and given authority, information and assistance (at Seller's expense) for the defense or settlement of same, and in such even Seller shall pay the judgment and any costs awarded against Buyer in any such litigation. The foregoing states the entire liability of Seller for patent infringement by said product.
12. **ARBITRATION:** Any controversy or claim arising out of relating to Buyer's order, or any breach thereof, shall be settled in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any Court having jurisdiction thereof.
13. **ENTIRE AGREEMENT:** The provisions hereof are intended by Buyer and Seller as a final expression of their agreement and are intended also as a complete and exclusive statement of all the terms applicable to Buyer's order. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by an authorized officer at Seller's office as stated herein. In the event of conflict between Buyer's purchase order and the terms hereof, the latter shall control.



Dealer of Excellence



"Lift it, Store it, Move it with Yale"