



Alta Representative

APPLICATION FOR CREDIT

(Alta Equipment Company, Inc., Alta Construction Equipment Company LLC, Alta Industrial Equipment Company LLC)

LEGAL NAME OF BUSINESS

TRADE NAME or DBA

ADDRESS CITY STATE ZIP

BILLING ADDRESS CITY STATE ZIP

PHONE () FAX ()

Corporation Sole Owner Partnership LLC
 Subsidiaries-Affiliates-Franchises? (Attach a separate page if Necessary)

Federal ID No. Date Business Started:

Officer's Name: Title :

Key Contact: Key Contact Email:

A/P Contact: A/P Email:

Do You Require Purchase Orders? Always Never Sometimes Describe: _____

Purchasing contact: Purchasing email: _____

Bank Name : Bank Contact: Phone: _____

City: State Zip Personal Checking Business Checking

Bank Acct No. _____

TRADE REFERENCES

Name	Address	Telephone	Fax

Purchases will be: 100% tax exempt Partially tax exempt Taxable

****A SIGNED EXEMPTION CERTIFICATE MUST BE ATTACHED IF EXEMPTION STATUS IS CLAIMED****

Terms and Conditions

1. **GENERAL** These Terms and Conditions ("Agreement") shall govern the sale of products and services (collectively "products") by Alta Equipment Company, Inc., Alta Industrial Equipment Company LLC and Alta Construction Equipment Company LLC ("Seller") to Applicant. Applicant's acceptance of Seller's products represents acceptance in full of these Terms and Conditions.
2. **PRICES AND TAXES** Unless otherwise agreed to in writing by Seller, all sales and prices quoted are F.O.B. Shipping Point. Applicant shall be liable for and shall pay or reimburse Seller for any sales tax, use tax, personal property tax, license or registration fees levied or based upon the sale, rental, use or operation of the products.
3. **PAYMENT**
 - a. **Billing Terms** Applicant agrees to accept the Seller's descriptive billing system accounting for all purchases made under any Account established by this credit application. The Seller's invoice number will be the reference number used for billing purposes to identify purchases and transactions of goods, services and/or rentals.
 - b. **Payment Terms** All payments hereunder shall be in United States Dollars. Applicant agrees to pay for all purchases made under any Account established by this application. Unless the Seller provides written notice to the Applicant of any change therein, the Seller's payment terms are net thirty (30) days from the date of its invoice. The invoice is to be paid in full within thirty (30) days from the date of the invoice. Applicant agrees to notify Seller in writing of any product or service disputes within thirty (30) days of invoice date. Applicant's account will be in default when the terms of sale are exceeded and written notice of a disputed product or service has not been received and confirmed by the Seller within thirty (30) days of the invoice date. Regardless of any prior approval of credit, Seller may require full or partial payment in advance if Seller, in the exercise of its sole discretion, determines that Applicant's financial position warrants such action.
 - c. **Default/Late Payment Credit Price** Whenever the full invoice balance is not paid when due, the Applicant will be assessed and agrees to pay as the Seller's credit price, a time price differential on the unpaid portion of the amount due of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is less, beginning as of the invoice date and continuing until payment is received by the Seller. In the event of default payment, the Applicant agrees to pay all costs of collection incurred by the Seller, including, but not limited to, payment of the Seller's reasonable attorney fees incurred in pursuit of collection.
 - d. **Application of Payment** Unless otherwise agreed by the Seller in writing, payments received by the Seller shall be applied first against any accrued time price differential and then against unpaid invoice charges beginning with the oldest invoice date.
4. **CONDITIONS OF SALE/MODIFICATION OF TERMS/SEVERABILITY** Applicant agrees that any purchase of goods, services, and/or rentals under this Agreement will be solely governed and controlled by the terms and conditions found in this Agreement, the Seller's invoices and account statements and constitutes the entire agreement between the parties. No other terms contained in any purchase order or other document shall apply to or vary the terms of this Agreement even though such purchase order or different form may be submitted to or accepted by the Seller in connection with a purchase. The terms of this Agreement shall not be modified unless in written form signed by an officer of the Seller. If any provision of the Agreement is determined to be void or unenforceable under applicable law, all other provisions of this Agreement shall remain valid and enforceable.
5. **SECURITY INTEREST** The Seller retains and Applicant grants a purchase money security interest under the Uniform Commercial Code in all goods purchased under any Account established by this credit application until each item purchased is paid for. If the applicant defaults in payment, the Seller or its assignee may repossess and sell any or all of this collateral in the manner permitted by applicable law.
6. **DISCLAIMER OF WARRANTY** Limited Warranty. (A) In the event a product of Seller is found to be defective within the warranty period established by the manufacturer, Seller's only obligation and Applicant's exclusive remedy shall be, at Seller's option, the repair or replacement of any defective part at Seller's facilities. Shipping costs to Seller's facilities shall be borne by Applicant and the repaired product shall be returned to Applicant at Seller's expense. Replacement parts and service labor for warranty work will be provided at no charge. All replaced parts shall be the property of Seller. In no event will Applicant return Products to Seller for warranty work, credit or otherwise without Seller's prior written consent. Seller shall have no obligation to repair or replace: (1) products altered, modified or repaired other than by Seller; (2) products failing due to misuse, improper maintenance, improper operating environment, carelessness, negligence or accident; (3) products failing due to damage occurring after delivery thereof to Applicant; or (4) products, the serial numbers or any parts of which have been altered, defaced or removed. THE WARRANTIES SET FORTH IN THIS CLAUSE (A) ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED BY SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF THE COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. (B) THE REMEDIES OF APPLICANT WITH RESPECT TO THE SALE, DELIVERY OR USE OF ANY PRODUCT HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE, PRODUCTS LIABILITY AND STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE EXCLUSIVELY AS SET FORTH IN THIS SECTION 4. SELLER SHALL NOT BE LIABLE TO APPLICANT FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF REPLACEMENT PRODUCTS OR CLAIMS OF APPLICANT'S CUSTOMERS, NOTWITHSTANDING (1) THE FACT THAT SELLER MAY HAVE BEEN ADVISED OF THE

Applicant Initial of Acceptance _____

POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS OR (2) THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.

7. **ACCORD AND SATISFACTION** Any payment by Applicant of an amount less than the records of the Seller reflects as due and owing shall be deemed a partial payment, nor shall any endorsement or statement on any check or any writing accompanying such check or payment be deemed an accord and satisfaction and the Seller may accept such check or payment without prejudice to its rights to recover and unpaid balance or pursue other remedies unless otherwise agreed by the Seller in writing, signed by an authorized representative.
8. **DELAYS** The Seller shall not be liable for any failure or delay in manufacture, shipment or delivery of products resulting from any cause beyond the Seller's control, including, but not limited to delays caused by the Buyer in approving transaction details or drawings, acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, plant shutdown, equipment failure, power failure, water supply failure, adverse weather conditions, voluntary or involuntary compliance with any law, order, rule or regulation of government agency or authority or inability to obtain goods, equipment or transportation. Shipping dates are approximate and are based on conditions at the time of quotation unless otherwise agreed in writing by the Seller.
9. **LIABILITY LIMITATIONS** Under no circumstances shall the Seller be liable for special, direct, indirect, consequential or incidental damages of any nature (whether based on contract or tort) including, but not limited to loss of profits, loss of production, delays or expense and the liability of the Seller shall not, under any circumstances, exceed the purchase price of the products and/or services furnished or sold.
10. **CHOICE OF LAW AND FORUM** Applicant and the Seller agree that all transactions, purchases and sales between Applicant and the Seller shall be deemed to have been made in the State of Michigan and shall be governed by the laws of the State of Michigan and not its laws of conflict. Applicant and Seller further agree that any legal action related to any transactions between the Seller and Applicant, including but not limited to sales and purchases may be filed in any court of competent jurisdiction in the State of Michigan.
11. **INDEMNITY** Applicant agrees to indemnify, hold harmless and defend Seller from and against any claim, action, loss, liability, expense, damage or judgment, including litigation costs and reasonable attorney's fees, that arise as a result of any actions by Applicant's agents, employees, consultants or representatives in connection with Applicant's possession, use or operation of the product(s) sold hereunder.
12. **ASSIGNMENT** Any attempted assignment by Applicant of its rights hereunder without Seller's prior written consent shall be void. Seller may assign any of its rights or delegate any of its duties hereunder.
13. **REPRESENTATION OF SOLVENCY** By accepting the products or services sold hereunder, Applicant represents and warrants to Seller that it is not insolvent. Applicant acknowledges that Seller's performance hereunder is expressly in reliance on such representation and warranty. Applicant agrees to provide written confirmation thereof forthwith upon Seller's request. If at any time Seller requests written assurances with respect to Applicant's financial condition, Applicant shall deliver such assurance. Seller may suspend delivery or the provision of services until receipt of such assurance, or until payment in full of the purchase price is received. Applicant's action in accepting Seller's products shall constitute; (A) Applicant's authorization of Seller to execute on behalf of Applicant any financing statements, security agreements and like documents and to take any other action in order to create, perfect and/or maintain Seller's security interest in the products; and (B) Applicant's appointment of Seller as Applicant's attorney-in-fact to prepare, sign, file and record, in Applicant's name, any such documents. Such appointment is coupled with an interest and is irrevocable.
14. **CREDIT INVESTIGATION** The Applicant authorizes the Seller and its designees, successors or assigns to investigate the Applicant's credit history and that of the principal owners of the Applicant by (a) obtaining information about the Applicant from commercial reporting companies, (b) obtaining information about the principal owners of the applicant who sign the application from consumer credit reporting agencies, and (c) making inquiries of businesses where the Applicant has open credit accounts. The Applicant also authorized the Seller to report how this Account is paid by the Applicant and the principal owners under this Agreement to credit bureaus and others who the Seller believes have a legitimate right to receive such information. This shall be continuing authorization for all present and future inquiries and disclosures of Account information and credit experience.
15. **AUTHORIZED PURCHASES** Applicant agrees that the Seller may rely upon all reasonable representations of persons representing themselves to be Applicant's authorized agents with authority to make purchases against Applicant's Account unless Applicant has provided to the Seller's Credit Manager in writing by Certified Mail, Return Receipt Requested, a list of authorized purchasers. Purchases and/or deliveries are authorized by Applicant to be made without signature.
16. **ACCOUNT FOR COMMERCIAL PURPOSES ONLY** Any Account opened under this Agreement, with the Seller's prior approval, will be established only for the purpose of purchasing goods and/or services, including rentals to be used for business, commercial or agricultural purposes on behalf of the Applicant. Applicant agrees to not use the Account for personal, family or household purposes. Applicant understands that the agreement to not use the Account for personal, family or household purposes means that important duties imposed upon the Seller and rights conferred upon a customer, pursuant to certain applicable federal and state laws, will not apply to the Account. Applicant further understands that the Seller will be unable to determine whether any given purchase conforms to the Applicant's commercial use agreement and the Applicant agrees that any breach of provisions of this paragraph will not affect the Seller's rights to enforce the Applicant's promise to pay for any credit extended by the Seller, including related charges, or use any remedy legally available to the Seller even if that remedy would not have been available had the Account been established as a consumer credit account.

Applicant Initial of Acceptance _____



APPLICANT CERTIFICATIONS

THE UNDERSIGNED STATES THAT HE/SHE IS DULY AUTHORIZED TO APPLY FOR CREDIT WITH SELLER AND ITS DESIGNEES, SUCCESSORS OR ASSIGNS ON BEHALF OF THE APPLICANT; THAT THE INFORMATION SET FORTH HEREIN IS CORRECT TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION, AND BELIEF; AND THAT HE/SHE HAS READ THE FOREGOING TERMS AND CONDITIONS, UNDERSTANDS THAT THEY ARE MATERIAL TO THE SELLER'S CREDIT DECISION, AND AGREES TO SUCH TERMS ON BEHALF OF THE APPLICANT. THE UNDERSIGNED FURTHER AGREES THAT IF THIS DOCUMENT IS SUBMITTED TO THE SELLER BY FACSIMILE OR OTHER TRANSMISSION, SUCH DOCUMENT SHALL BE DEEMED AN ORIGINAL AND BINDING UPON APPLICANT.

Authorized Signature _____

Date _____

Print Name _____

Title _____

Applicant Initial of Acceptance _____



Michigan Department of Treasury
Form 3372 (Rev. 11-09)

Michigan Sales and Use Tax Certificate of Exemption

DO NOT send to the Department of Treasury. Certificate must be retained in the Seller's Records. This certificate is invalid unless all four sections are completed by the purchaser.

SECTION 1: TYPE OF PURCHASE

- One-time purchase.
Order or Invoice Number: _____
- Blanket certificate.
Expiration Date (maximum of four years): _____
- Blanket Certificate. Recurring business relationship

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

- 1. All items purchased
- 2. Limited to the following items: _____

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

- 1. For Resale at Retail. Enter Sales Tax License Number: _____
- 2. For Lease. Enter Use Tax Registration Number: _____

The following exemptions DO NOT require the purchaser to provide a number:

- 3. For Resale at wholesale
- 4. Agricultural Production. Enter percentage: _____%
- 5. Industrial Processing. Enter percentage: _____%
- 6. Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization)
- 7. Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form)
- 8. Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form)
- 9. Rolling Stock purchased by an Interstate Motor Carrier
- 10. Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Type of Business (see codes on page 2)	Business Name
Business Address	City, State, ZIP Code
Business Telephone Number (include area code)	Name (Print or Type)
Signature and Title	Date Signed

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft. Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

Section 1 (print only)
Name of Purchaser
Business Address City State Zip
Purchaser must provide minimum of one ID number below.*
Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate. TID# (10 digits) LOC# (3 digits)
If not registered with the Indiana DOR, provide your State Tax ID Number from another State. State ID# State of Issue
*See instructions on the reverse side if you do not have either number.

Section 2
Is this a blanket purchase exemption request or a single purchase exemption request? (check one)
Description of items to be purchased.

Section 3
Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)
Sales to a retailer, wholesaler, or manufacturer for resale only.
Sale of manufacturing machinery, tools, and equipment to be used directly in direct production.
Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT#. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator, must provide their SS# or FID# in lieu of a State ID# in Section #1. USDOT#
Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale. Note: A farmer not possessing a State Business License# may enter a FID# or a SS# in lieu of a State ID# in Section #1.
Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).
Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).
Sales to the United States Federal Government - show agency name. Note: A U.S. Government agency should enter its Federal Identification Number (FID#) in Section #1 in lieu of a State ID#.
Other - explain.

Section 4
I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.
I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.
Signature of Purchaser Date
Printed Name Title

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.