



Alta Representative: \_\_\_\_\_

## ALTA CUSTOMER APPLICATION

Alta Enterprises, LLC and its direct and indirect subsidiaries now or hereafter existing, including, without limitation: Alta Equipment Distribution, LLC, Alta Material Handling, Alta Equipment Company, Alta eMobility, Alta Equipment Canada Holdings, Inc., Alta Industrial Equipment Michigan, LLC, Alta Industrial Equipment Company, L.L.C., NITCO, LLC, Peaklogix, LLC, Alta Industrial Equipment New York, LLC, Alta Material Handling New York State, LLC, Alta Canada Holdings, Inc., Yale Industrial Trucks, Inc./Camions Industriels Yale Inc., Peaklogix Canada Inc., Alta Heavy Equipment Services, LLC, Alta Construction Equipment New York, LLC, Alta Construction Equipment Ohio, LLC, Alta Construction Equipment, L.L.C., Alta Construction Equipment Illinois, LLC, Alta Construction Equipment Florida, LLC, Alta Construction Equipment New England, LLC, Alta Construction Equipment Pennsylvania, LLC, Alta Mine Services, LLC, Ault Industries, Inc., Alta Kubota Michigan, LLC, Ginop Sales, Inc., Alta Electric Vehicles Holding, LLC, Alta Electric Vehicles, LLC, Alta Electric Vehicles South West, LLC, Ecoverse, LLC (each, an "Alta" entity, as applicable).

**THIS CUSTOMER APPLICATION IS SUBJECT TO, AND MADE PURSUANT TO, THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS APPLICATION.**

LEGAL NAME OF BUSINESS\* \_\_\_\_\_

TRADE NAME or DBA \_\_\_\_\_

CREDIT LIMIT REQUESTED: \$ \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

\* Legal name should match Secretary of State Filing provided in connection with this Customer Application

Corporation  Sole Owner  Partnership  LLC  Subsidiaries-Affiliates-Franchises? (Attach separate sheet if necessary)

Federal ID No. \_\_\_\_\_ Date Business Started: \_\_\_\_\_

Officer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Key Contact: \_\_\_\_\_ Key Contact Email: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ A/P Email: \_\_\_\_\_

Email address for invoice delivery: \_\_\_\_\_

Do You Require Purchase Orders?  Always  Never  Sometimes Describe: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Bank Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Bank Acct No. \_\_\_\_\_

100% tax exempt  Partially tax exempt  Taxable

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

The undersigned authorized representative represents and warrants that: (i) they are duly authorized to execute and deliver, including to electronically execute and deliver this Customer Application and any other agreements in the name of and on behalf of such entity all in such form as may be requested by Alta; (ii) they are authorized to perform all other actions and execute all such documents on behalf of the applicant; (iii) all information in this Application (and all other information and documents delivered in connection herewith) and on the reverse side Terms and Conditions (as therein defined) are true, correct and complete; and (iv) the undersigned has reviewed the Terms and Conditions on the reverse side of this Application and by execution hereof the Customer agrees to be legally bound by the same.

Name of authorized representative (print) of Customer: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Terms and Conditions

1. These Terms and Conditions (these “**Terms and Conditions**”) are incorporated by reference into, and form an integral part of, the Alta Customer Application (the “**Application**”) on the reverse side of these Terms and Conditions between the customer(s) referenced therein (individually and collectively, jointly and severally, the “**Customer**”). Alta rejects any additional or conflicting terms contained in any document or communication previously or hereafter provided by Customer to Alta, and nothing shall be made part hereof unless expressly accepted in writing by Alta, in its sole discretion.

2. Any decisions with respect to the extension or continuation of credit availability shall be at the sole discretion of Alta. Notwithstanding anything to the contrary herein or in the Application or any other document, Alta may terminate credit availability at its sole discretion and Alta may cancel, modify, and/or terminate Customer’s account and privileges at any time, with or without notice or cause.

3. The Customer agrees that: (a) it shall be bound by all applicable provisions of these Terms and Conditions; (b) all credit requested or obtained hereunder shall be subject to these Terms and Conditions; (c) any request by the Customer for credit hereunder shall be conclusive evidence that the Customer has received and agreed to these Terms and Conditions; and (d) Customer shall pay or perform all loans, advances, debts, liabilities, obligations, agreements, covenants, and duties owing to the Alta, of any kind or nature, present or future whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising plus the prompt payment of all costs and expenses of Alta (including reasonable attorneys’ fees and expenses (including in-house attorneys’ fees)) incurred in the enforcement and collection of any of the foregoing (all such foregoing responsibilities and obligations are collectively referred as the “**Obligations**”).

4. Customer represents and warrants, as of the date hereof and at all times thereafter, that Customer is solvent, able to pay its debts as they come due, and has not filed, or been the subject of, any bankruptcy petition or other insolvency proceeding under federal or state law. In the event that the foregoing representation may become false at any time during the course of the business relationship between Customer and Alta or while Customer owes any obligations to Alta, Customer agrees to immediately notify Alta of the reason for which the foregoing representation has become false and any relevant facts in connection therewith.

5. The Customer authorizes Alta, its agents and affiliates, to conduct any credit investigation it deems appropriate, including, but not limited to, obtaining financial statements, credit reports, or other credit information, and authorizes the release to Alta of any information, financial, personal or otherwise, as required for the purposes of the credit investigations, from any financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information that the Customer deals with. The Customer hereby directs any such financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information to provide all information requested to Alta in relation to the Customer. For the purposes of any applicable statute pertaining to the privacy of information this clause shall constitute full and sufficient consent for the collection, use and disclosure of information, as required for a credit investigation. This shall be a continuing authorization for all present and future inquiries and disclosures of account information and credit experience.

6. Customer certifies that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes. The Customer certifies that all of the information, statements, and documents provided with the Application and these Terms and Conditions are true, correct, and complete and that the Customer acknowledges and agrees that Alta

will rely on the accuracy of such information, statements and documents in determining whether any credit may be extended. Customer agrees to promptly notify Alta of any material change in the information contained in the Application (including, without limitation, any changes to the Customer’s ownership, corporate form, or name), and, if requested by Alta from time to time, Customer shall provide its current financial statements and other information or documentation requested by Alta.

7. The Application and these Terms and Conditions shall be governed by the internal laws of the State of Michigan, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. Customer hereby consents and submits to the exclusive jurisdiction of the state courts of the State of Michigan located in Wayne and/or Oakland County, Michigan and federal courts for the Eastern District of Michigan to resolve any dispute with respect to or arising out of the Application and these Terms and Conditions. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR ANY OF THE OBLIGATIONS HEREUNDER. ALTA WILL NOT UNDER ANY CIRCUMSTANCE BE LAIBLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF CUSTOMER FOR ANY TRANSACTION ARISING FROM OR RELATED TO THE APPLICATION AND THESE TERMS AND CONDITIONS.**

8. Customer shall indemnify, defend, and hold harmless Alta and its officers, directors, managers, members, shareholders, employees, agents, affiliates, successors, and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under the Application and these Terms and Conditions and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to, arising out of or resulting from any claim of a third party or Alta arising out of or occurring in connection with the extension of credit (including, without limitation, the Obligations, the Application, and these Terms and Conditions) or Customer’s negligence, willful misconduct, or breach of the Application and/or these Terms and Conditions. Customer shall not enter into any settlement without Alta’s or, as applicable, another Indemnified Party’s prior written consent.

9. The Application and these Terms and Conditions may be executed in counterparts (including by electronic signature/submission), each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic means (including, without limitation, by facsimile or by attachment to an e-mail) shall be effective as delivery of a manually executed counterpart of the Application and these Terms and Conditions.

10. The Application, these Terms and Conditions, and any guaranty, represent the entire agreement between Customer and Alta regarding the extension of credit and supersedes all prior agreements or understandings between Customer and Alta. No amendment or modification of any of the provisions hereof shall be effective unless set forth in writing and signed by Customer and Alta. For the avoidance of doubt, these Terms and Conditions may not be amended or superseded by Customer unless expressly accepted in writing by Alta, including through the submission or proposal of any competing terms and conditions in connection with any purchase order or other order submission. Further, if any provision hereof is invalid or unenforceable under any statute, regulation, court or executive order, or any other applicable law, then such provision shall be deemed reformed or deleted solely to the extent necessary to comply with such applicable rule of law, without otherwise altering any other provisions hereof, which shall remain in full force and effect.