



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

### APPLICATION FOR CREDIT

(Alta Industrial Equipment Michigan LLC, Alta Construction Equipment LLC, Alta Industrial Equipment Company LLC, Alta Construction Equipment Illinois 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 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: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ 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 or rental of products and services ("products") by Alta Industrial Equipment Michigan, LLC, Alta Industrial Equipment Company, LLC, Alta Construction Equipment, LLC, and Alta Construction Equipment Illinois, LLC ("Alta") to the customer indicated on the signature line ("Customer"). Customer's acceptance of Alta's products represents acceptance in full of these Terms and Conditions without modifications and shall be the contractual basis for the open account relationship between Alta and Customer ("Account").

2. **PRICES AND TAXES** All sales and prices quoted are F.O.B. Shipping Point. Customer shall be liable for and shall pay Alta for any sales tax, use tax, personal property tax, license or registration fees levied or based upon the sale, rental, or operation of the products.

#### 3. PAYMENT

a. **Billing Terms** Customer agrees to accept Alta's descriptive billing system accounting for all purchases made under any Account established by this credit application. Alta's invoice number will be the reference number used for billing purposes to identify transactions regarding the products.

b. **Payment Terms** All payments shall be in U.S. Dollars. Customer agrees to pay for all products purchased or rented under any Account established by this application. Invoices are to be paid in full within thirty (30) days from the date of the invoice. Customer agrees to notify Alta in writing of any disputes within thirty (30) days of invoice date. Alta may require full or partial payment in advance if Alta, in its sole discretion, determines circumstances warrant such action.

c. **Default/Late Payment Credit Price** If the full invoice balance is not paid when due, Customer agrees to pay a time price differential on the unpaid balance due, equal to 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less, commencing on the invoice date and continuing until full payment is

received by Alta. In the event of Customer's default, Customer agrees to pay all costs of collection incurred by Alta, including but not limited to, payment of Alta's actual costs and attorney fees incurred in pursuit of collection.

d. **Application of Payment** Payments received by Alta shall be applied first against any accrued time price differential and then against unpaid invoice charges beginning with the oldest invoice.

4. **CONDITIONS OF SALE/MODIFICATION OF TERMS /SEVERABILITY** Customer agrees that any purchase of products and/or rentals under this Agreement will be solely governed by the terms and conditions in this Agreement and, Alta's invoices and account statements, and those documents shall constitute 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 Alta in connection with a transaction. The terms of this Agreement shall not be modified unless in writing signed by a credit manager or an officer of Alta. If any provision of this Agreement is determined to be unenforceable, all other provisions of this Agreement shall remain valid and enforceable.

5. **SECURITY INTEREST** Alta retains and Customer grants a purchase money security interest under the Uniform Commercial Code in all products purchased or rented under any Account established by this Agreement until each item is fully paid for. If Customer defaults in payment, Alta may repossess and sell any or all of this collateral as permitted by law.

6. **DISCLAIMER OF WARRANTY** Alta's warranty obligations to Customer are specifically limited to the following only: In the event products of Alta are found to be defective within the warranty period established by the manufacturer, Alta's only obligation and Customer's exclusive remedy shall be, at Alta's option; 1) the repair,

or 2) replacement of any defective part at Alta's facilities, but only to the extent covered by the manufacturer's warranty. Shipping costs to Alta's facilities shall be borne by Customer. Parts and labor for warranty work will be provided at no charge. All replaced parts shall be the property of Alta. Alta shall have no obligation to repair or replace: (1) products altered or repaired other than by Alta; (2) products failing due to misuse, improper maintenance or operating environment, or negligence; (3) products damaged after delivery to Customer; or (4) products with serial numbers which have been altered or removed. THE ABOVE WARRANTIES ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED BY ALTA AND ALTA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF THE COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THE REMEDIES OF CUSTOMER'S WITH RESPECT TO THE PRODUCTS, WHETHER IN CONTRACT OR IN TORT, SHALL BE EXCLUSIVELY AS SET FORTH IN THIS AGREEMENT.

7. **ACCORD AND SATISFACTION** Any payment by Customer of an amount less than the amount reflected as owing in the records of Alta shall be deemed a partial payment. No endorsement or statement on any check or any writing accompanying such check or payment shall be deemed an accord and satisfaction and Alta may accept such check or payment without prejudice to its rights to recover the full unpaid balance or pursue other remedies against Customer.

8. **DELAYS** Alta shall not be liable for any failure or delay in manufacture, shipment or delivery of products. Shipping dates are approximate and are based on conditions at the time of quotation.

9. **LIABILITY LIMITATIONS** Alta shall not be liable for incidental, indirect, special, punitive or consequential damages of any kind, whether based in contract or tort, including lost profits, loss of financing, lost production, additional labor costs, loss of anticipated profits or goodwill, loss by reason of plant shutdown, nonoperation or increased expense of operation, service interruption, cost of replacement power, loss of use, cost of replacement products, claims by customers of any nature, loss of use of capital or revenue, lost revenue, lost bonding, fines or penalties of any nature, claims of delay or liquidated damages. Additionally, the liability of Alta shall not exceed the purchase price or rental cost of the products furnished.

10. **SHORTAGES** Shortage claims shall be considered waived unless made within ten (10) days of Customer's receipt of products.

11. **RETURNS** Alta shall not be obligated to accept returned products unless Alta shipped them in error. Return requests must be made within ten (10) days of receipt of products by Customer or they shall be denied. In the event Alta determines, in its sole discretion, to accept a return, there shall be a fifteen percent (15%) re-stocking fee.

12. **CHOICE OF LAW AND FORUM** Customer and Alta agree all transactions regarding products between Customer and Alta shall be deemed to have been made in the State of Michigan and shall be governed by the laws of the State of Michigan. Customer and Alta further agree if Customer files suit, Alta may elect arbitration at its sole discretion, which shall be held in Detroit, Michigan or in the surrounding area, under the rules of the American Arbitration Association and any award shall be binding and enforceable by a court of competent jurisdiction.

13. **INDEMNITY** Customer agrees to indemnify, hold harmless and defend Alta from and against any claim, action, loss, liability, expense, damage or judgment, including litigation costs and actual attorney's fees, that arise as a result of any actions or inactions by Customer, its agents, employees, consultants or representatives in connection with Customer's possession, use or operation of the product(s) or arising out of this Agreement.

14. **ASSIGNMENT** Any attempted assignment by Customer of its rights hereunder without Alta's prior written consent shall be void. Alta may assign any of its rights or delegate any of its duties hereunder.

15. **SOLVENCY** If at any time Alta requests written assurances with respect to Customer's financial condition, Customer shall deliver such assurances. Alta may suspend delivery of products until receipt of such assurances, or until payment in full of the purchase price or rental is received. Customer's action in accepting Alta's products shall constitute: (A) Customer's authorization to Alta to execute on

behalf of Customer any financing statements, security agreements and like documents and to take any other action in order to create, perfect and/or maintain Alta's security interest in the products; and (B) Customer's appointment of Alta as Customer's attorney-in-fact to prepare, sign, file and record, in Customer's name, any such documents. Such appointment is coupled with an interest and is irrevocable.

16. **CREDIT INVESTIGATION** Customer authorizes Alta to investigate Customer's credit history and that of the principal owners of Customer by obtaining information from commercial reporting companies. This shall be a continuing authorization for all present and future inquiries and disclosures of account information and credit experience.

17. **AUTHORIZED PURCHASES** Customer agrees Alta may rely upon all reasonable representations of persons representing themselves to be Customer's authorized agents with authority to make purchases against Customer's Account unless Customer has provided to Alta's Credit Manager in writing, a list of Customer's authorized purchasers. Purchases and/or deliveries are authorized by Customer to be made verbally.

18. **CUSTOMER CERTIFICATIONS** THE UNDERSIGNED STATES THAT HE/SHE IS DULY AUTHORIZED TO APPLY FOR CREDIT WITH ALTA ON BEHALF OF CUSTOMER; THAT THE INFORMATION SET FORTH HEREIN IS CORRECT; AND HE/SHE HAS READ THE FOREGOING TERMS AND CONDITIONS, UNDERSTANDS THEY ARE MATERIAL TO ALTA'S CREDIT DECISION, AND CUSTOMER AGREES TO SUCH TERMS.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**PERSONAL GUARANTY-Complete only at the specific request of the credit department** For consideration, the receipt and sufficiency of which is acknowledged, the undersigned PERSONALLY, UNCONDITIONALLY, and IRREVOCABLY guarantees to Alta Industrial Equipment Michigan, LLC, Alta Industrial Equipment Company, LLC, Alta Construction Equipment, LLC and Alta Construction Equipment Illinois, LLC ("Alta") the prompt payment of all amounts due from Customer to Alta, as well as full, and prompt performance of all obligations from Customer to Alta. It is agreed the undersigned shall be jointly and severally liable for all indebtedness and obligations owed by Customer to Alta. If Customer defaults in the payment of any sums payable by Customer to Alta, the undersigned will immediately pay such sums to Alta without notice or demand, and will perform all such terms and conditions, and will also immediately pay to Alta all damages, costs and expenses that may arise as a consequence of any default by Customer under the above Terms and Conditions, including, without limitation, actual costs and attorneys' fees. This Personal Guaranty shall be a continuing Personal Guaranty and the liability and obligation of the undersigned shall be absolute and unconditional irrespective of any amendment, modification, supplement to, extension or renewal of the Agreement, and the undersigned waives any and all notice requirements. The undersigned agrees to pay Alta's actual attorneys' fees and all costs and expenses incurred in any collection relative to the obligations hereby guaranteed or in enforcing this Personal Guaranty against the undersigned. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Michigan. The undersigned provides this Personal Guaranty as an inducement for Alta to extend credit to Customer.

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

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Driver's License No. \_\_\_\_\_

SS No. \_\_\_\_\_ Date: \_\_\_\_\_



Alta Representative

ALTA EMPLOYEE USE ONLY  
(Operations and Sales complete prior to submitting Credit Application)

Customer Name: \_\_\_\_\_

Date Submitted \_\_\_\_/\_\_\_\_/\_\_\_\_ Credit requested by \_\_\_\_\_ Salesman \_\_\_\_\_

Branch \_\_\_\_\_ Department: \_\_\_\_\_

Sales: New  Used  Allied  Service  Parts  Rental

Terms Requested: Net 30  C.O.D.  Other \_\_\_\_\_

Credit Line Requested: \_\_\_\_\_  
New / Allied      Used      Parts/Service/Rental

- Customer number only, customer does not request credit.
- The customer has signed the Credit Application.
- The customer has signed the appropriate tax exemption form where applicable.
- Illinois customers must sign exemption form CRT-61 or ST-587.
- Indiana customers must sign exemption form ST-105 or ST-105D.

Alta Equipment Company Corporate Headquarters: 13211 Merriman Rd • Livonia, MI 48150

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# Michigan Sales and Use Tax Certificate of Exemption

**INSTRUCTIONS: 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

- A. One-Time Purchase  
Order or Invoice Number: \_\_\_\_\_
- C. Blanket Certificate  
Expiration Date (maximum of four years): \_\_\_\_\_
- B. 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
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## SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

- All items purchased.
- Limited to the following items: \_\_\_\_\_

## SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

- For Lease. Enter Use Tax Registration Number: \_\_\_\_\_
- For Resale at Retail. Enter Sales Tax License Number: \_\_\_\_\_

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

- Agricultural Production. Enter percentage: \_\_\_\_\_%
- Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).
- Contractor (must provide *Michigan Sales and Use Tax Contractor Eligibility Statement* (Form 3520)).
- For Resale at Wholesale.
- Industrial Processing. Enter percentage: \_\_\_\_\_%
- Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).
- 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).
- Rolling Stock purchased by an Interstate Motor Carrier.
- Qualified Data Center
- 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.*

Business Name	Type of Business (see codes on page 2)
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.