

## Wisconsin Lift Truck Corp. Standard Rental Terms and Conditions

**These Standard Terms and Conditions apply except to the extent directly inconsistent with other terms or conditions stated in the body of a signed document.**

1. Acceptance. Wisconsin Lift Truck Corp. ("Lessor") rents its equipment only on the terms and conditions set forth herein. The Customer accepts these terms and conditions by ordering, receiving and/or using any rented equipment provided by Lessor. Any inconsistent or additional terms, modifications, or changes, whether provided in Customer's purchase order or otherwise, are deemed material, are expressly rejected, and do not form a part of the rental contract unless Lessor agrees to such terms in writing.
2. Prices; Payments; Interest. Quoted prices are exclusive of any applicable taxes. Payment terms are 1% 10 days, net 30 days. All overdue amounts bear a finance charge of 1 1/2% per month on the unpaid balance.
3. Title; Repossession. Title to rented equipment shall at all times remain in Lessor. Customer shall keep the equipment free from any liens or claims whatsoever. Lessor reserves the right to file a UCC financing statement to protect its interest. Should Buyer fail to make any payment when owed, Lessor may enter Buyer's premises and remove the equipment. Lessor retains the right to recover all payments due, even though the equipment is back in Lessor's possession.
4. Delivery; Removal; Inspection. Lessor shall deliver the equipment to the site specified by Customer and the equipment shall not thereafter be moved by Customer to a different site without Lessor's prior written consent. Lessor shall pick up the equipment at the conclusion of the rental. Lessor's normal pick-up and delivery charges apply. Lessor has the right, without prior notice to Customer, to inspect the Equipment during the Lessor's normal business hours to observe its condition and assure that it is not being abused.
5. Maintenance; Repair; Alteration. Customer agrees it will (a) use, operate and maintain the equipment in a careful manner, in the ordinary course of its business, and only for the purpose for which such equipment was rented, and (b) make no alterations or modifications to the equipment without Lessor's prior written consent.
6. Loss or Damage; Indemnity; Insurance Upon the equipment being delivered to Customer and until it is picked up by or returned to Lessor, Customer assumes and shall bear the entire risk of loss, theft, damage or destruction of the equipment from any cause, including (without limitation) damages caused by abuse (reasonable wear and tear excepted). In the event of total loss, the Customer shall reimburse the Lessor the full replacement value of a new, comparable machine (including freight, attachments and set-up costs). Customer shall be solely responsible for any damage to person or property caused by its use or operation of the equipment and shall indemnify the Lessor from any liability or costs (including reasonable attorney's fees) arising out of any such incident. Customer shall carry public liability insurance and property damage insurance covering the equipment, with limits of not less than \$1,000,000, and shall name Lessor as an additional insured as its interests may appear. Customer shall upon request provide to Lessor a Certificate of Insurance to Lessor to document such coverage.
7. Warranties; Disclaimers. Lessor warrants that the rental equipment provided to Customer shall be in good working order at the time of delivery. **LESSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Customer's sole remedy for breach of Lessor's warranty is to obtain repair or replacement of the rented unit. LESSOR SHALL HAVE NO LIABILITY TO CUSTOMER FOR LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POTENTIAL DAMAGES IN ADVANCE.
8. No Assignment of Subletting. Customer shall not, without Lessor's prior written consent, assign or sublet to any third party its right to use and possess the equipment or allow the equipment to be used or possessed by anyone other than Customer and its employees
9. Cancellation. Any order accepted by Lessor may be cancelled by Customer only upon written notice to Lessor and payment of Lessor's cancellation charges. At Customer's request a statement of such charges will be furnished by Lessor prior to cancellation.
10. Waiver. No waiver by either party of a right under this agreement shall waive any other rights.
11. Governing Law; Jurisdiction; Venue; Waiver of Jury. This agreement shall be governed by the laws of the state of Wisconsin. With respect to any disputes arising out of the subject transaction: (i) Buyer expressly consents to, and subjects him/itself to, the personal jurisdiction of courts located in the State of Wisconsin and to venue located in Milwaukee or Waukesha County; and (ii) waives any right to trial by jury.
12. Attorneys fees. Lessor shall be entitled to reimbursement of reasonable attorney fees and collection costs incurred to enforce its rights under this agreement.
13. Severability. Any legally unenforceable provision may be severed from this agreement, and the remaining terms and conditions will be enforced as a whole.
14. Entire Agreement. These terms and conditions and any other writing signed by Lessor constitute the entire agreement, and may not be modified other than by a written document signed by Lessor.

(Version: August, 2005)