

LNA Parts Program Agreement

Customer Name: _____ Phone: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

For items that are over \$500.00 in cost, please contact parts@liftnorthamerica.com or call 437-331-5118 for best pricing.

DEFINITIONS:

LNA- Lift North America providing access to e-commerce to sell parts and accessories.

Customer - The customer who is purchasing parts and accessories through the portal.

Lift North America (LNA) and _____ (Customer) agree that the following terms and conditions shall apply to this Agreement.

The User will not make their customer number and password available to any person or persons outside their own business establishments.

An initial fee of \$500.00 is payable on the execution of this Agreement by the Customer and an annual renewal software maintenance fee of \$500.00 will be charged on the anniversary of sign-up date. The Customer is entitled to receive any enhancements or updates as they become available. Initial and maintenance fees are subject to change.

The Customer will be invoiced by LNA for all the parts and products ordered and is responsible for payments of all Fleet Manager purchases under LNA standard terms.

ACCEPTED BY:

Lift North America

Authorized Signature: _____ Date: _____

CUSTOMER

I have read and understand and hereby agree to the terms and conditions of this Agreement.

Authorized Signature: _____ Name: _____ Date: _____

Completed agreement is to be submitted by email to parts@liftnorthamerica.com

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The information and materials contained in this site are accurate to the best of our knowledge; however, the information and materials may include technical inaccuracies, typographical errors, or inconsistencies. Moreover, all prices and information contained in this site are subject to change without notice. LNA's liability is limited to the fees paid by customer and LNA shall not be liable for any consequential damages caused by use of this site.

LNA reserves the right to refuse any Agreement.

TVH Canada LTD. - TERMS AND CONDITIONS

Disclaimer

The information and materials contained on this site are the copyrighted property of TVH Canada Ltd. (TVH), You may only download, copy, or, otherwise reproduce information from the site for the purpose of ordering items from TVH or obtaining information about the items sold by TVH. Any other reproduction, distribution, republication, or retransmission of any information or materials in this site without written permission from TVH is strictly prohibited.

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Terms, Policies & Prices

Pictures: All pictures on IRMN are for reference only. Pictures of products, the TVH logo and the TotalSource logo are not to be reproduced or copied without written permission from TVH prior to their use. The photographs are for reference only, and while they are indicative of the type of part being purchased, the actual part may not be the exact part shown in the photograph.

Acceptance: All orders are subject to approval and acceptance by TVH. The following terms and conditions apply to all orders and are subject to change without prior notice. TVH reserves the right to cancel accepted orders if circumstances beyond its control (including but not limited to fires, floods, strikes, labor disputes, accidents, sabotage, terrorism, war, riots, delays in transportation, or lack of transportation facilities, restrictions imposed by law, material shortages, and other similar matters) cause TVH to be unable to timely deliver products pursuant to such order.

Pricing: Prices are subject to change without prior notice.

Payment Terms: Net 30 days, with approved credit. Payments with credit cards will be available only at the time of purchase. Payment of open balances with credit cards is not allowed.

Past Due Accounts: All amounts not paid when due are subject to a charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. All invoices not paid when due are subject to collection and legal charges.

Pick-up Orders: Orders that are not picked up within 5 business days of the order being placed will be shipped out to the billing address on the account and the customer will be subject to standard freight costs as laid out in our shipping/freight terms

Shipping & Freight Terms

Surface Freight Charges

1. All orders over **\$600** in net value will be shipped and invoiced with surface freight prepaid using TVH's choice of carrier. Prepaid orders apply to stock products only and do not include the following:

Forks & Fork Extensions - Must be bought in pairs

Tires

Attachments

Pallet Trucks: Must be bought in packs of six(6) of the same part numbers

Chargers

LPG Tanks

Drop Ship Products*

Engines - One way freight charge of \$365.00 is applicable core return is covered

Batteries

* These items are noted as commodities and are not currently in the scope of the business to bring in from our Kansas distribution center. These are sourced through alternate suppliers and are subject to ETA's from those suppliers. For a more accurate ETA than what is noted by TVH, please reach out to your sales team directly.

All orders under \$600 in net value, shipped by surface Courier will be invoiced as follows.

Invoice Amount	Freight & Handling Charges
\$0.00 - \$24.99	\$19.00
\$25.00 to \$149.99	\$29.00
\$ 150.00 to \$299.99	\$36.00
\$300.00 to \$499.99	\$41.00
\$500.00 - \$600.00	\$45.00

3. All orders over **\$2,200** in net value will be shipped and invoiced with surface freight prepaid using TVH's choice of carrier. Prepaid orders apply to stock products. **The only exclusion is in Drop Ship products.** Shipments will be subjected to DIMENSIONAL WEIGHT whichever is higher of the two.

4. GROUND BACKORDERS will be shipped freight prepaid using TVH's choice of carrier. Customers are responsible for any related freight charges on orders that you choose to ship from the warehouse that is not determined as your default warehouse.

Air Freight Charges

1. Air shipments will be charged freight at the applicable rates related to the weight and destination.
2. TVH does not ship back orders via air freight unless specifically requested by the customer. If a customer requests a back order to ship via air freight, then shipments will be charged freight at the applicable rates related to the weight and destination.

Collect Shipments

1. If customers elect to have orders shipped collect, this will result in all orders shipped in the same manner.
2. This includes orders that would otherwise be shipped free freight, such as; backorders, special commodity products and applicable orders over \$600.
3. Customers will also be requested to sign a supplemental agreement in effort to confirm this freight method and to clarify procedures and conditions for both parties interest.

****Please note due to policies now practiced by freight carriers and couriers all freight charges will be calculated utilizing DIMENSIONAL WEIGHT or actual weight whichever is higher of the two, determined by the freight carriers and couriers****

All returns must be requested within 90 days of invoice. Returned merchandise will ONLY be accepted with an issued Return-Authorization number and ONLY within 30 days of issuing of that Return-Authorization number. All special order products, paints, chemicals, lubricants, LPG tanks, and fire extinguishers are non returnable once ordered. Returned items must be returned to TVH with freight prepaid.

All returns, except for returns involving an TVH order or products error, will be subject to a 25% restocking charge per line item.

Merchandise returned as defective will be thoroughly tested and inspected. For merchandise that is verified as defective, TVH will either(at its sole discretion)repair or replace the merchandise at no charge, or issue a full credit for the defective merchandise. Including freight, merchandise that is returned as defective, but that is determined to work properly, will be subject to a testing fee and the 25% restocking charge per line item.

Credit will not be issued for merchandise damaged due to corrosive materials, abuse alteration, or misuse.

Before returning any merchandise to TVH, a Return Authorization Number must be obtained from your sales/customer service department or via TVH. Your request must include:

1. Part Number & Description
2. Return Reason
3. TVH Invoice Number
4. Customer's P.O. number

Core Charges: Core credits will be voided if cores are not returned to TVH within 90 days.

Cores may have deductions for the following reasons:

Core has been disassembled

Missing parts

Bad or serviceable non-standard replacement components

If cores are not of the same configuration as remanufactured unit supplied

Core must be returned in the same container that the remanufactured unit was shipped in or be subject to a **\$200.00** charge. Returned items must be returned to TVH with freight prepaid.

The sale of forks and fork extensions must be done in pairs. TVH will not ship single forks for any reasons.

Starter and Alternator Warranty: TVH warrants Starters and Alternators from defects in materials and workmanship under normal use. This warranty is made for a period of one year from the date of original sale.

TVH will replace any Starter or Alternator that proves defective in material or workmanship without charge. The defective item must be returned freight prepaid to TVH with proof of purchase and a brief explanation of the defect.

All Starters and Alternators returned to TVH for warranty will be tested for defects before credit is issued. Starters and Alternators that are returned for warranty that test to be free of defects will be returned to the customer with a \$20.00 testing fee, freight collect.

Limited Warranty: TVH warrants that the products it manufactures and distributes are free from defects in materials and workmanship under normal use. This warranty is made for a period of one year, or as indicated from the date of original sale.

Exceptions:

2 year warranty on tracks

90 day warranty on flash tubs, light bulbs, sealed beams, and similar products

This warranty is PARTS ONLY and does not cover any labour charges.

TVH will repair or replace any product sold that proves defective in material or workmanship without charge. The defective product must be returned, freight prepaid to TVH with proof of purchase and a brief explanation of the defect.

This warranty allocates risks of product failure between you and TVH pricing reflects this allocation of risks and the limitation of liability contained herein.

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF, AND EXCLUDES ALL OTHER WARRANTIES(WHETHER WRITTEN, ORAL OR IMPLIED)INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The agents, employees, distributors and dealers of TVH are not authorized to make modifications to this warranty or additional warranties binding on TVH. Accordingly, additional statements, such as dealer advertising or presentations whether oral or written, do not constitute warranties and should not be relied upon.

Limitation Of Liability

TVH shall not in any case be liable for special, incidental, consequential, indirect or other similar damages arising from breach of warranty, breach of contract, negligence, or any other legal theory even if TVH or our agent has been advised of the possibilities of such damages. Among other things, this means TVH is not responsible for any costs incurred as a result of lost profits or revenues. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above imitation or exclusion may not apply to you.

Tax Purchaser is responsible for all manufacturer's tax, sales tax, use tax, excise tax, or other tax duty or similar fee imposed by any governmental authority in connection with the sale of use of the products sold. Purchaser agrees to reimburse TVH for all such taxes, duties or fees it incurs as a result of the products sold to the purchaser.

Waiver: No failure by TVH to insist on strict compliance with, or performance of any term or condition hereof shall constitute a waiver of such term or condition, and TVH reserves the right to enforce the same.

Applicable Law /Exclusive Jurisdiction: These terms and conditions, and the sale of goods hereunder, shall be governed by and interpreted under the laws of the State of Kansas. The District Court of Johnson County, Kansas shall have the sole exclusive jurisdiction to hear disputes regarding these terms and conditions, and/or the sale of goods hereunder, unless TVH(in its sole discretion) selects or expressly agrees to another forum. Purchaser hereby expressly consents to the jurisdiction in the District Court of Johnson County.

Export Control: Products purchased or received under these terms and policies shall be subject to the export laws and regulations of the United States and Canada. Purchaser shall comply with all such laws and regulations, and agrees not to use, sell, lease, ship or transport any TVH products in any manner that is inconsistent with such laws and regulations.

Severability: If any term or policy set forth herein shall be held by a court of competent jurisdiction to be invalid, illegal, or enforceable, such term or policy shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining terms and policies shall not be affected or impaired thereby.