



FORKLIFT CONSIGNMENT AGREEMENT

1. Equipment Details

The “Consignor” (_____) hereby consigns the following equipment(s) to the
“Consignee” (Lift North America) for sale on consignment:

Make: _____

Serial Number: _____

Model: _____

Hours: _____

Year: _____

Expected Price: _____

Photos of the hour meter, data/spec plate, and interior/exterior must be provided by consignor. Photos must be taken within 30 days of submission. To ensure validity of the dates, please include a visible date stamp applied by the capturing device, or include a dated document in the frame of at least one required image. Expected price excludes taxes. Class 3 equipment will not be accepted at this time. Equipment older than 2010 will be accepted at Lift North America’s discretion pending verification of the hour meter.

2. Term of Agreement

This Agreement shall commence on the date signed below and shall continue until terminated by either party with thirty (30) days’ written notice. If the equipment is sold privately, consignor must inform consignee to remove any materials relating to equipment listed from all sales channels.

3. Consignee Obligations

Consignee agrees to:

- a) Display and market the equipment(s) in a commercially reasonable manner;
- b) Provide necessary documentation of funding of sale to the Consignor upon completion.
- c) No equipment will be accepted for consignment unless it has been safety certified by Lift North America.

4. Consignor Obligations

The Consignor represents and warrants that:

- a) They are the lawful owner of the equipment(s) and have full right to consign them;
- b) The equipment(s) are free from liens and encumbrances;



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- c) The equipment(s) meet applicable safety standards as required under Ontario law. Lift North America will perform a consignment inspection to provide a quote of what is required for the truck to be safety certified, of which quoted repairs must be performed, and paid for at the time of sale. Technician time for inspections and repairs is billable. Equipment must be safety certified by Lift North America to be eligible for consignment.
- d) Following the initial consignment inspection, the equipment must be re-inspected after three (3) months if it remains in active use. If the equipment is not in use, a re-inspection is required after six (6) months. This will be verified via the hour meter on the machine.
- e) The consignor shall be responsible for the coordination, pickup, and delivery of the equipment to and from the designated location
- f) The consignor shall remove any related posts, listings, or other materials involving the equipment being consigned.

5. Commission & Payment

The Consignor shall set the expected selling price of the equipment. The Consignee may, at its sole discretion, sell the equipment at a higher price. In such event, the Consignor shall be entitled only to the previously stated expected selling price plus applicable taxes.

6. Risk & Insurance

The Consignor shall maintain insurance on the equipment(s) until the sale is complete. If the unit is found to not be safety certified or compliant with applicable standards and regulations (including but not limited to OSHA and Ontario Health & Safety requirements), the Consignor shall be responsible for obtaining such certification prior to sale. For the avoidance of doubt, Lift North America (LNA) strongly recommends and offers professional safety inspections and certification services to ensure the equipment meets compliance standards, improve marketability, and protect both parties from liability. It is mandatory for Consignors to certify their unit with LNA prior to listing.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.



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Authorized Representative Name:

(Print Name)

Title:

Legal Company Name:

Billing Address:

Shipping Address:

Date Accepted:

Signature:

For Internal Use Only

Consignor Verification Signature: _____



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