



HYSTER COMPANY

Americas Division

September 18, 2007

To: Dealer Principals, Sales Managers, and Fleet Coordinators

RE: HYSTER® SAFE CHOICE MAINTENANCE PROGRAM ("SCMP")

SUMMARY

The SCMP is intended to enable Hyster Company and Hyster Dealers to compete more effectively on large customer opportunities where maintenance costs are a key factor. Hyster will offer Full Maintenance ("FM") rates to key Dealer Major Account customers, which are considered to be market competitive based on RFP and RFQ information presently available. Hyster Company will contract directly with the customer to provide full maintenance services and sub-contract the required service to participating Hyster dealers on a time and material basis. Dealers who choose to participate will provide a discount from their published labor rate and use fleet pricing for parts. A 50/50 sharing arrangement between the servicing dealer and Hyster relative to any gain or loss realized during the contractual period will be determined and split at the end of the FM term.

OBJECTIVES

- Reduce lost sales to competition by providing market competitive maintenance rates
- Mitigate risk of higher than expected cost of operation
- Capture maintenance data on new products
- Generate more FM opportunities
- Generate aftermarket opportunities
- Gain greater Hyster market penetration (customer retention)
- Gain opportunities to replace competitive equipment
- Demonstrate Hyster confidence in new product cost of operation and performance
- Dealer commitment through creation of a 50/50 sharing component for any gain/loss associated with SCMP transactions
- Increase Market Share for both Dealers and Hyster Company

TERMS & CONDITIONS

- Any non-eligible models may be quoted on a case by case basis at Hyster's sole discretion.
- Hyster reserves the right to terminate, modify or extend this program by written notice to participating dealers.
- This program is available only for Dealer Major Account customers as approved by Hyster Fleet Services ("HFS"). A typical account will have a fleet size of 150+ units and buy 25+ units per year.
- A minimum of 25 units is required in order to participate in the program. This can be at one or multiple locations.
- **"Power By The Hour" is available with this program. Please contact HFS for a quote.**
- A transaction registration form (attached) must be submitted for approval by Hyster prior to quoting the program rates.
- Attached rates are applicable for U.S. locations only. **Please contact HFS for quotes in Canada.**





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- Attached FM rates are based on a normal and clean application. A completed site survey is required for each location. Applications other than normal and clean require approval of Hyster and may result in an increase in the FM rates.
- Execution of a Fleet Maintenance Agreement (sample attached) by customers with HFS is required.
- Centralized invoicing for participating customers through HFS is required.
- Dealers will be paid on a T&M basis for eligible FM repairs. Labor/travel for FM repairs will be reimbursed at 80% dealers current approved labor rate as published rate in the Hyster warranty system. Hyster and Unisource parts must be used for repairs unless otherwise authorized by Hyster in writing. Dealers will be reimbursed at current fleet parts pricing. Dealer markup on non-Hyster/Unisource parts is limited to a maximum of 10%.
- Charges for repairs outside the scope of the FM agreement will be paid at rates established for each customer at the time the program is finalized. Parts will be paid at current fleet parts pricing levels.
- Attached FM rates are applicable for customer locations within 100 miles of servicing dealer location. Locations greater than 100 miles may require an increase in the FM rates or an additional travel charge.
- At the end of the maintenance term Hyster and the servicing dealer will split the difference between the actual FM amount charged to the customer and the actual FM costs paid to the dealer on a T&M basis for each unit for all Dealer Managed National Accounts in the program. Parts and service outside the scope of FM coverage will be excluded from the calculation.
- Dealers will not be reimbursed for freight on parts for any repairs. It is the responsibility of the dealer to maintain adequate parts inventory to service the equipment.
- Attached FM rates do not include batteries, chargers, customer installed accessories, or attachments with the exception of factory installed sideloaders. FM rates also exclude abuse and wear items such as tires, forks, seats, etc. Hyster shall have the final determination whether or not an item is excluded from coverage.
- **Attachments can be included in the program. Please contact HFS for a quote.**
- Rates do not include loaners or stand by units.
- Dealers will submit fleet claims to HFS for reimbursement of all service and repairs. HFS reserves the right to deny payment of any claim received more than 30 days from the end repair date.
- Hyster shall have the right to audit all fleet claims, including, but not limited to travel time, number of trips, labor hours, etc. If in Hyster's opinion, an item is not covered by the FM Agreement, it will be discussed with the dealer prior to approval or rejection. HFS reserves the right to adjust or reject any fleet claim.
- HFS reserves the right to deny payment of any fees submitted for T&M repairs on any repair covered under the FM contract including fuel surcharges, laptop fees, van usage fees, etc. Justifiable fees such as Hazardous Disposal/Environmental Fees may be allowed.
- All repairs in excess of \$2,500 must be reviewed and approved by HFS prior to providing the service. Dealers must fax all quotes to HFS at (252) 931-5970. If prior approval is not obtained, Hyster reserves the right to adjust or reject any fleet claim related to the repair.
- Dealers will complete Periodic Maintenance on all FM units as outlined in the applicable Service Repair Manual. Labor hours allowed for PM's shall not exceed times established in the Hyster Standard Rate Guide. Target completion level for PM's is 100%.
- Hyster reserves the right to review any transactions with high concentrations of customer locations in high labor rate areas.
- Competitive equipment, allied equipment and used Hyster units though not eligible for the program, may be included in the centralized invoicing program through HFS. Such repairs will typically be on a T&M basis and will be determined on a case by case basis.
- Dealer shall keep records of all transactions for a term of six years after the expiration of the customer FM program. Such records shall be made available to Hyster upon request. Any discrepancies will be adjusted by a credit or debit to Dealer's account.





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- Dealer shall enter into standard dealer subcontract for Fleet Maintenance with Hyster
- Attached FM rates assume service during the dealer normal business hours. Service outside of the dealers normal business hours is subject to an additional charge as follows:
 - o Monday through Friday Discounted Labor Rate + 50% (4 Hour Minimum)
 - o Saturday Discounted Labor Rate + 50% (4 Hour Minimum)
 - o Sunday/Holidays Discounted Labor Rate +100% (4 Hour Minimum)

EXPIRATION

The attached rates apply to units delivered and installed/delivered between September 18th, 2007 and December 31st, 2008. Hyster reserves the right to terminate, modify or extend this program by written notice to a participating dealer.

In conclusion, we hope you will agree the program is a great opportunity for Hyster Company and Hyster Dealers to "Walk the talk" about having the premier, most cost efficient material handling equipment in the world. Should you wish to participate, please indicate your acceptance by signing below and faxing a signed copy to Hyster Fleet Services at (252) 931-5970. Keep in mind, a typical DMA will have locations in several different Dealer territories, therefore participation is critical to the success of the program. Within the next 30 days HFS will be hosting a conference call/web cast to outline the program in greater detail and address any questions or concerns you may have. Should you have any questions in the interim, please feel free to call one of us directly at the numbers listed below. Thank you in advance for your participation, and we look forward to working together to achieve a common goal!

Cordially,

Van Clarkson

Van Clarkson
Director, Fleet Management
Hyster Company
(252) 931-5693
van.clarkson@hyster.com

Stan Garrison- Fleet Sales Manager (252) 931-5659 stan.garrison@hyster.com
Jeff Meyer- Manager, Fleet Operations (252) 931-5687 jeff.meyer@hyster.com

Accepted by:

Name of Dealership

Signature

Date

Print Name

Title





HYSTER® SAFE CHOICE MAINTENANCE PROGRAM ("SCMP")

The maintenance rates below are subject to the terms and conditions of the Hyster Safe Choice Maintenance Program as outlined in the program announcement dated September 18, 2007.

ELIGIBLE MODELS	1,000 ANNUAL OPERATING HOURS				1,500 ANNUAL OPERATING HOURS				2,000 ANNUAL OPERATING HOURS			
	MAINTENANCE TERM (MONTHS)	MONTHLY FM RATE	COST PER HOUR	OVERTIME CHARGE	MAINTENANCE TERM (MONTHS)	MONTHLY FM RATE	COST PER HOUR	OVERTIME CHARGE	MAINTENANCE TERM (MONTHS)	MONTHLY FM RATE	COST PER HOUR	OVERTIME CHARGE
B60-80ZAC	60	\$59.00	\$0.71	\$0.92	60	\$96.00	\$0.77	\$1.00	60	\$140.00	\$0.84	\$1.09
E25-40ZS	60	\$70.00	\$0.84	\$1.09	60	\$118.00	\$0.94	\$1.23	60	\$177.00	\$1.06	\$1.38
E45-65Z	60	\$72.00	\$0.86	\$1.12	60	\$123.00	\$0.98	\$1.28	60	\$185.00	\$1.11	\$1.44
E70-120Z/ZS	60	\$82.00	\$0.98	\$1.28	60	\$141.00	\$1.13	\$1.47	60	\$214.00	\$1.28	\$1.67
J30-40ZT	60	\$75.00	\$0.90	\$1.17	60	\$125.00	\$1.00	\$1.30	60	\$188.00	\$1.13	\$1.47
J40-65Z	60	\$77.00	\$0.92	\$1.20	60	\$129.00	\$1.03	\$1.34	60	\$192.00	\$1.15	\$1.50
N35-40ZRS/N30ZDRS	60	\$77.00	\$0.92	\$1.20	60	\$129.00	\$1.03	\$1.34	60	\$192.00	\$1.15	\$1.50
N35-40ZR/N30ZDR	60	\$77.00	\$0.92	\$1.20	60	\$129.00	\$1.03	\$1.34	60	\$192.00	\$1.15	\$1.50
S30-40FTS	60	\$79.00	\$0.95	\$1.23	60	\$132.00	\$1.06	\$1.37	60	\$199.00	\$1.19	\$1.55
S40-70FT	60	\$81.00	\$0.97	\$1.26	60	\$136.00	\$1.09	\$1.41	60	\$203.00	\$1.22	\$1.58
S80-120FT/FTS/BCS/PRS	60	\$99.00	\$1.19	\$1.54	60	\$170.00	\$1.36	\$1.77	60	\$258.00	\$1.55	\$2.01
S135-155FT	60	\$105.00	\$1.26	\$1.64	60	\$180.00	\$1.44	\$1.87	60	\$271.00	\$1.63	\$2.11
H30-40FTS	60	\$81.00	\$0.97	\$1.26	60	\$137.00	\$1.10	\$1.42	60	\$206.00	\$1.24	\$1.61
H40-70FT	60	\$90.00	\$1.08	\$1.40	60	\$152.00	\$1.22	\$1.58	60	\$229.00	\$1.37	\$1.79
H80-120FT	60	\$103.00	\$1.24	\$1.61	60	\$177.00	\$1.42	\$1.84	60	\$268.00	\$1.61	\$2.09
H135-155FT	60	\$115.00	\$1.38	\$1.79	60	\$198.00	\$1.58	\$2.06	60	\$299.00	\$1.79	\$2.33

PLEASE CONTACT HYSTER FLEET SERVICES FOR A CUSTOM QUOTE FOR HOURS AND TERMS NOT PROVIDED ABOVE.



SCMP

SAFE CHOICE MAINTENANCE PROGRAM

TRANSACTION REGISTRATION REQUEST

REQUEST DATE: _____

ENTER CUSTOMER INFORMATION:

CUSTOMER:	_____		
STREET:	_____		
CITY:	_____	STATE:	_____
		ZIP CODE:	_____
CONTACT:	_____	TITLE:	_____
PHONE #:	_____	E-MAIL:	_____

ENTER DEALER INFORMATION:

DEALER	_____		
STREET:	_____		
CITY:	_____	STATE:	_____
		ZIP CODE:	_____
CONTACT:	_____	TITLE:	_____
PHONE #:	_____	E-MAIL:	_____

ENTER TRANSACTION INFORMATION:

QTY	MODEL	TERM	ANNUAL HOURS	APPLICATION	MONTHLY RATE

By submitting this request the undersigned agrees that they understand and will comply with the Terms and Conditions of the Safe Choice Maintenance Program (SCMP) as published by Hyster Company.

Requested By: _____

Fax completed forms to Hyster Fleet Services at (252) 931-5970 or e-mail to stan.garrison@hyster.com

HYSTER FLEET SERVICES MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is entered into, effective the _____ day of _____, 200____, between **Hyster Company** ("Hyster"), with a place of business located at 1400 Sullivan Drive, Greenville, NC 27834 and _____ ("Customer"), a _____ corporation, with a principal place of business located at _____.

1. AGREEMENT FOR MAINTENANCE OF EQUIPMENT

This Agreement shall apply to the Equipment described in a Maintenance Schedule ("Maintenance Schedule") to this Agreement. Such Equipment is hereinafter referred to collectively as "Equipment" or separately as "Unit" or "Units". No maintenance service for any Unit of Equipment will be provided until such Equipment is formally accepted by Hyster for coverage.

2. MAINTENANCE SCHEDULE

When Hyster and Customer agree to maintain Equipment pursuant to this Agreement, they shall execute a Maintenance Schedule similar to the form attached hereto. The purpose of this Maintenance Agreement is to establish a procedure for entering into Maintenance Schedules during the term hereof and to establish the terms and conditions applicable to such Maintenance Schedules. A Maintenance Schedule will generally describe: (a) quantity and description of Units (b) location of Equipment (c) term of maintenance for each Unit and (d) maintenance rate for each Unit, if applicable (e) hourly overtime charge for each Unit, if applicable (f) scope of maintenance to be provided by Hyster or its authorized service providers ("Service Providers").

3. TERM

Each Unit maintained hereunder shall have a maintenance term as set forth in a Maintenance Schedule. The maintenance term of any unit of Equipment shall commence on the start date shown on the applicable Maintenance Schedule and expire on the end date of the Maintenance Term as specified in the applicable Maintenance Schedule. The initial term of the Maintenance Schedule may not be cancelled or otherwise terminated by Customer. Hyster may adjust the maintenance charges in a Maintenance Schedule upon the expiration of the initial maintenance term set forth in a Maintenance Schedule or by giving Customer at least thirty (30) days prior written notice.

4. MAINTENANCE SERVICES TO BE PROVIDED

The scope of services ("Services") to be provided for each Unit is described in the Maintenance Schedules. Customer agrees that Hyster's authorized Service Providers will be performing installation, maintenance and other services under this Agreement.

5. PAYMENT TERMS

Charges for the Services will be invoiced to Customer monthly, in arrears. Invoicing for any other services not covered under this Maintenance Agreement will also be invoiced monthly. All invoices shall be due and payable by the Customer within thirty (30) days of invoice date and shall be paid to the "remit to" address as shown on the invoice or at such other address as directed in writing by Hyster. If any invoiced amount is not paid within ten (10) days of its due date, there will be a late charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal rate allowed by law, whichever is less.

6. TAXES

Customer shall be liable for and shall pay or reimburse Hyster for any and all taxes, fees or assessments, however, designated, levied or based upon, the use or maintenance of the Equipment under this Agreement, the Equipment, the transfer, use, possession or operation of the Equipment, or any combination of the foregoing, whether the same be payable by or assessed to Hyster or Customer, including but not limited to personal property taxes, gross receipts taxes, privilege taxes, excise taxes, license taxes, and sales and use taxes, but excluding only taxes measured by the net income of Hyster. The amount for taxes may be increased or decreased from time to time and Customer agrees to pay or reimburse Hyster for such taxes and any increases, changes, additions or corrections thereto.

7. LOCATION OF EQUIPMENT; AVAILABILITY FOR SERVICE

Customer shall notify Hyster in writing if the usage of any Equipment changes or the Equipment is moved from the location shown in the Maintenance Schedule. If the usage of the Equipment changes, the Equipment is relocated, is otherwise unavailable for service, or is not released to be serviced as scheduled, then Hyster reserves the right to: (a) charge Customer travel time for a service call by the Service Provider involving that Equipment at the Service Provider's then published service labor rates in addition to the maintenance charges provided for herein, (b) adjust the Maintenance Rate specified in the Maintenance Schedule or (c) remove the Equipment from service under the Agreement.

8. OPERATIONAL RESPONSIBILITIES OF CUSTOMER

8.1 Customer agrees to make the Equipment available for servicing by Hyster or Service Providers at reasonable times during Service Provider's regular business hours. Customer shall provide, without charge to Hyster or Service Provider, a suitable area

within Customer's premises in order that Service Provider's employees may service each unit of Equipment and perform such repairs as can reasonably be made without removing the Equipment from Customer's premises. The space shall be well lighted, heated and ventilated. Where the number and type of Equipment warrant, Customer shall provide an adequate, and secure storage area and facilities, without charge, in order that Hyster or Service Provider may maintain an inventory of supplies or parts required in the servicing of Equipment. Customer, at its own cost and expense, shall be responsible for the normal daily requirements for the Equipment, including: making of a routine check of each unit of Equipment at the beginning of each shift as required in the manufacturers Operator's Manual and by OSHA; supplying all necessary fuel (gasoline, electric current or LP gas), oil and fluid; where applicable, checking the oil level in the crankcase and coolant in the cooling system at the beginning of each shift and checking the air pressure of pneumatic tires; where battery powered Equipment is being maintained, maintaining the proper level of fluid in the batteries, properly recharging the batteries and installing devices necessary to effectuate such recharging; where LP Gas Equipment is being maintained, furnishing and storing LP Gas fuel and cylinder and changing such cylinders as required; Customer shall store the Equipment in a covered area when not in use; Customer shall promptly report any problems with Equipment to the Service Provider or Hyster, and shall take out of service any Equipment in need of maintenance or repair until the same has been completed; keep the Equipment clean; limit operation of the Equipment to within its rated capacity; allow only trained, competent operators to use Equipment; and operate the Equipment only with the load backrest and overhead guard in place.

8.2 Upon request, Customer will (1) furnish Hyster with a current hour meter reading and 2) provide Hyster with copies of maintenance and repair records as requested.

8.3 If any unit of Equipment is damaged or any part or component thereof fails as the result of overloading, avoidable damage, (as described in Section 9.1 below), or other improper usage, Customer agrees to pay all costs and expenses incurred by Hyster in connection with repairing the Equipment so damaged, including but not limited to the cost of replacement Equipment.

9. EXCLUSIONS AND LIMITATIONS

9.1 For purposes of this Agreement, avoidable damage includes but is not limited to: maintenance or repairs due to accident or damage to the Equipment; deterioration that is beyond normal wear and tear; repairs required due to damage resulting from use of Equipment in a manner for which it was not designed, operator error, use by other than trained, competent operators, abusive or improper operation of the Equipment, falling objects, collision, fire or vandalism; damage resulting from operation of a piece of Equipment already in need of maintenance or repair; maintenance or repairs due to poorly maintained batteries, operation of a piece of Equipment with improper fluid levels such as engine oil, antifreeze, battery water or hydraulic oil; failure of Customer to perform its responsibilities described in Section 8.1 above; broken lights or brackets; damage from battery acid to truck components; upholstery damage from sharp objects; damage to cylinder rods caused by impact; damage to undercarriage, housing and oil pans, axles and bearings caused by debris and/or foreign objects; broken carriage rollers, load backrests, or overhead guard legs, frame or counterweight or other truck components caused by impact; truck component failure due to improper charging of batteries; damage to engines, transmissions or other components due to lack of operator checks as provided in Section 8.1 above; damage resulting from "bulldozing" of loads; malfunction of parts, attachments, or supplies not manufactured or approved for use in the Equipment by Hyster; alterations, modifications or changes to the Equipment by someone other than Hyster's Service Provider, including Customer, Equipment damaged through accident, abuse, misuse, theft, neglect, acts of third parties, water, casualty or any other natural force. Any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement.

9.2 Except for Operational Responsibilities of Customer described in Section 8.1 above, Customer's personnel or other third parties shall not perform maintenance or attempt repairs to Equipment while such Equipment is being maintained under any Full Maintenance Schedule, except as specified and approved by Hyster, in writing.

9.3 Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Equipment being maintained by Hyster under this Agreement without Hyster's prior written approval.

10. OPERATOR TRAINING

Hyster, through its Service Providers, can provide Customer with its available operator training programs as requested by Customer. Fees and charges for such programs shall be in addition to the maintenance charges provided for in this Maintenance Agreement and shall be invoiced to the Customer at the Service Provider's then published rates and prices for such programs.

11. DISCLAIMER OF WARRANTY AND LIMITATION OF REMEDIES

THE WARRANTIES SET FORTH HEREIN OR OTHERWISE PROVIDED IN A WRITTEN WARRANTY STATEMENT FROM THE EQUIPMENT MANUFACTURER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY HYSTER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF HYSTER OR A SERVICE PROVIDER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR, OR PERFORMANCE OF THE EQUIPMENT ARE DISCLAIMED. NEITHER HYSTER NOR A SERVICE PROVIDER WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING EQUIPMENT AND SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR HYSTER'S OR A SERVICE PROVIDER'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE EQUIPMENT AND SERVICES COVERED BY THIS AGREEMENT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF A DEFECTIVE ITEM OF EQUIPMENT. IF HYSTER

FAILS TO REPLACE OR REPAIR AS AFORESAID, HYSTER'S ENTIRE LIABILITY SHALL NOT EXCEED THE ENTIRE AMOUNT PAID TO IT BY CUSTOMER UNDER THIS AGREEMENT FOR THAT UNIT FOR THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE OCCURRENCE GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL HYSTER OR THE SERVICE PROVIDER'S LIABILITY INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF HYSTER OR THE SERVICE PROVIDER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. TERMINATION

12.1 Termination for Default: Any one or more of the following shall constitute an event of default entitling the non-defaulting party to terminate this Agreement on written notice: (a) failure of either party to perform any provision of this Agreement if such failure shall continue for a period of thirty (30) days after written notice thereof by the other party to the defaulting party (b) failure by Customer to pay any monthly charges or service charges payable to Hyster hereunder within thirty (30) days after the due date thereof; or (c) institution of a proceeding in reorganization, bankruptcy or insolvency by or against Customer or its property in any court, which proceeding is not dismissed within a period of thirty (30) days, or the application for, or consent to by Customer of, any assignment for creditors or other reorganization or creditor agreement, either with or without court action.

12.2 The remedies provided by this Agreement in favor of Hyster shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies available to Hyster at law or in equity.

13. INDEMNITY

Customer shall bear all risk of theft, loss or damage not caused by Hyster or Service Provider's employees or agents, to all Equipment maintained under this Maintenance Agreement. Customer agrees to indemnify, defend and hold harmless Hyster and Service Provider, and their officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising out of Customer's use of the Equipment, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused as the result of a negligent or intentional act or omission by Hyster or Service Provider.

14. ASSIGNMENT

Customer may not assign or otherwise transfer its rights and obligations under this Maintenance Agreement without the written consent of Hyster provided, however, that a successor in interest by merger, operation of law, assignment or purchase, or otherwise of the entire business of Customer may acquire all interests of Customer hereunder. Any prohibited assignment shall be null and void.

15. FORCE MAJEURE

Neither party shall be responsible for delays or failure in performance of this Maintenance Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

16. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of North Carolina without regard to choice of law principles. The parties hereto irrevocably submit to the jurisdiction of the State of North Carolina and the venue of Pitt County in any action brought by the parties hereto concerning this Agreement or the performance thereof. In the event of litigation or other proceedings by Hyster to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Hyster, including but not limited to, reasonable attorney's fees.

17. SEVERABILITY

If any provision of this Maintenance Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Maintenance Agreement and shall not affect the validity and enforceability of the remaining provisions of this Maintenance Agreement.

18. NOTICES

All notices relating to this Agreement shall be in writing and shall be mailed certified mail, return receipt requested, or by recognized overnight courier, to Hyster or Customer at the addresses set forth in the first paragraph hereof or at such other address as may hereafter be designated. All such notices shall be deemed effective five (5) days after mailing or upon receipt, whichever is earlier.

19. ENTIRE AGREEMENT

This Agreement, the Maintenance Schedules, and the other attachments referenced herein is the entire agreement between the parties and supersedes and replaces any proposals or prior agreement, oral or written, and any other communications relating to

the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by Hyster and Customer. Customer agrees that any other documentation issued to Hyster covering the Equipment or maintenance, if applicable, is issued for purposes of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. The terms and conditions of this Agreement shall supersede any terms and conditions which may be contained on any document which may be issued by Customer. This Agreement shall not be binding unless and until accepted and approved by an authorized representative of Hyster.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Accepted and agreed to:

Hyster Company

By _____

Printed Name _____

Title _____

Date _____

[Customer]

By _____

Printed Name _____

Title _____

Date _____

MAINTENANCE SCHEDULE – FULL MAINTENANCE

Schedule Number:

Pursuant to a Maintenance Agreement dated , 200 , between Hyster Company ("Hyster"), having a place of business at 1400 Sullivan Drive, Greenville, NC 27834 and ("Customer) with a place of business at , this Maintenance Schedule is attached to and constitutes an undivided part of the Maintenance Agreement and all of the terms used herein which are defined in the Maintenance Agreement shall have the same meaning as defined therein.

Location of Equipment:

PLANT#	STREET	CITY	COUNTY	STATE	ZIP

Service Provider:

COMPANY NAME	STREET	CITY	STATE	ZIP

1. MAINTENANCE TERM:

START DATE:

END DATE:

2. SCHEDULE OF EQUIPMENT: Customer hereby elects for Hyster to provide maintenance for the following Units, subject to the terms and conditions of the Maintenance Agreement referenced above and this Maintenance Schedule:

QTY	MAKE	MODEL	SERIAL#	ATTACHMENT	MONTHLY RATE (Per Unit)	MONTHLY HOURS	HOURLY OVERTIME (Per Unit)

Where battery powered Equipment is being maintained, any additional batteries and chargers other than those listed above shall be maintained at the sole cost and expense of Customer.

3. HOURLY OVERTIME CHARGE: If an hourly overtime charge is provided for in Section (2) of this Schedule for any unit of Equipment, it shall apply to hours of use of that unit of Equipment in excess of the monthly operating hours indicated in Section 2 above charged monthly.

4. HYSTER ADMINISTRATIVE FEE: Customer will remit to Hyster a monthly administrative fee of \$ per unit.

4.1 SERVICES PROVIDED: This Maintenance Schedule covers labor on routine, remedial and periodic maintenance service as well as remedial parts. Periodic maintenance shall be performed on the Equipment at the intervals defined by the technical service manuals for the particular model and will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge providing such calls are made during Service Providers' regular business hours which are Monday through Friday from 8:00AM to 5:00PM, exclusive of holidays. All service calls made outside regular business hours will be charged a premium Contract Labor Rate at the Service Provider's then current rate. There will be a minimum four (4) hour charge for service calls made outside of Service Provider's regular business hours. Services will generally be performed within twenty-four (24) hours of receiving notice from Customer that the equipment is inoperative. Services will be provided through participating authorized Service Providers.

5. RATES FOR LABOR AND PARTS: Maintenance and repairs that are excluded from coverage under this Maintenance Schedule shall be performed at Service Providers' then published hourly service rates for labor ("Contract Labor Rate") and at Hyster's then current published fleet pricing for parts, components and accessories

6. OPERATIONAL RESPONSIBILITIES OF HYSTER: Subject to performance by Customer of its obligations with respect to the Equipment, HYSTER shall service and maintain the Equipment in proper working condition. If any unit of Equipment shall be out of service for needed repairs, due to normal use, HYSTER will promptly, after notice by Customer, arrange to repair such Equipment.

7. EXCLUSIONS AND LIMITATIONS:

7.1 Full Maintenance Services provided under this Maintenance Schedule do not include repair and replacement of tires, attachments, batteries, chargers, light bulbs and avoidable damage.

Hyster Company

By _____

Printed Name _____

Title _____

Date _____

[Customer]

By _____

Printed Name _____

Title _____

Date _____

SAMPLE

MAINTENANCE SCHEDULE – TIME AND MATERIAL

Schedule Number:

Pursuant to a Maintenance Agreement dated _____, 200_____, between Hyster Company ("Hyster"), having a place of business at 1400 Sullivan Drive, Greenville, NC 27834, and _____ ("Customer") having a place of business at _____, this Maintenance Schedule is attached to and constitutes an undivided part of the Maintenance Agreement and all of the terms used herein which are defined in the Maintenance Agreement shall have the same meaning as defined therein.

Location of Equipment:

PLANT#	STREET	CITY	COUNTY	STATE	ZIP

Service Provider:

COMPANY NAME	STREET	CITY	STATE	ZIP

1. **MAINTENANCE TERM:** _____ months.

START DATE:

END DATE:

2. **SCHEDULE OF EQUIPMENT:** Customer hereby elects for Hyster to provide maintenance for the following Units, subject to the terms and conditions of the Maintenance Agreement referenced above and this Maintenance Schedule:

QTY	MAKE	MODEL	SERIAL#	ATTACHMENT	BASIC PM RATE (Per Occurrence)

3. **HYSTER ADMINISTRATIVE FEE:** Customer will remit to Hyster a monthly administrative fee of \$ _____ per unit.

4. MAINTENANCE AND CARE OF EQUIPMENT:

5.1 This Maintenance Schedule covers labor and remedial parts. If requested, periodic maintenance shall be performed on the Equipment at the intervals defined by the technical service manuals for the particular model and will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge providing such calls are made during Service Providers' regular business hours which are Monday through Friday from 8:00AM to 5:00PM, exclusive of holidays. All service calls made outside regular business hours will be charged a premium Contract Labor Rate at the Service Provider's then current rate. There will be a minimum four (4) hour charge for service calls made outside of Service Provider's regular business hours. Services shall generally be performed within twenty-four (24) hours or receiving notice from Customer that the Equipment is inoperative. Services will be provided through participating authorized Service Providers.

6. RATES FOR LABOR AND PARTS: Maintenance and repairs under this Agreement shall be performed at Service Providers' then published Customer hourly service rates for labor ("Contract Labor Rate") and at Hyster's then current published fleet pricing for parts, components and accessories.

Hyster Company

[Customer]

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____