



Attention: All Hyster Dealer Principals
Subject: IRMN Agreement Form

In the announcement letter of March 4th, we stated that we are working with SMH to iron-out the logistics to make the arrangement as seamless to you as possible. And, during the next couple of months, additional communications would be forwarded to you so that you can follow our progress and actively develop your business plans.

As you know, one of the principal drivers of this partnership arrangement with SMH is access to their competitive parts search engine, IRMN (Information Resource Management Network®).

IRMN is an Intranet developed by SMH. Its purpose is to facilitate parts ordering and provide current, up-to-date information on a live, active network. Sample screens can be viewed by clicking <http://www.smhco.com/irmn.html>. IRMN features include; part number inquiry, online ordering, part number cross-reference information, quick reference part number search, online catalog, extensive online parts illustrations, new products, specials, etc.

Attached is an Agreement that will NEED TO BE COMPLETED and RETURNED to SMH in order for your dealership to access IRMN. As a service to you, all user fees normally associated with this system have been waived allowing you 24 / 7 access, free of charge. The \$100 initial fee provided for in SMH's user agreement will be waived when you return the signed agreement to SMH.

After reading the agreement, please PRINT THE FORM and complete the following information for EACH of your locations. SMH will be assigning one password per location.

1. Write in the "Company" box, in the upper left-hand corner, your dealer name and address information.
2. In the upper right-hand box, fill in the agreement number with your Hyster dealer code, leave the Sales Rep box blank, fill-in the location's telephone and fax number and indicate a contact name for your specific location.
3. Next, complete the lower right-hand box information with your signature, name and date and email address, agreeing to the terms and conditions of this agreement.
4. Lastly, fax the completed agreement to SMH @ (913) 397-3169, at your earliest convenience.

When SMH executes this contract, they will then return a copy to you with a stamp stating that Hyster Company has paid the \$100 initial fee on your behalf. As stated earlier, they will return to you one password per location. If the need arises in the future, additional passwords can be obtained.

As specific questions arise relating to IRMN registration or this user agreement, please contact Gary Effie at SMH (1-913-829-1000, ext # 3127). For any other questions regarding the SMH agreement, or if you discover certain points that need further clarification, please continue to contact me, Gary Bates, or your Regional Aftermarket Sales Manager.

Once again, we look forward to working with you in taking a big step forward in our joint All Makes endeavor.

Sincerely,
David Jarr
Manager, Aftermarket Promotions and Training
(252) 931-5689
aadjarr@nmhq.com

Systems Material Handling Company

PO Box 1245

Olathe, KS 66061

Fax: 913-397-3169

COMPANY

INFORMATION RESOURCE MANAGEMENT NETWORK® AGREEMENT FORM

AGREEMENT NUMBER	
SALES REP	
TELEPHONE	
FAX	
CONTACT	

Systems Material Handling Company (SMH) and _____. (Customer) agree that the following terms and conditions shall apply to this Agreement.

SMH will provide Customer with necessary assistance to gain access to SMH's **Information Resource Management Network®** (IRMN®) for the purpose of checking stock availability, pricing, direct order entry, order history, backorder delivery dates, cross reference, part inquiry, quick reference, and SMH/TotalSource catalog network. SMH will provide an operating manual and technical assistance as necessary.

The Customer agrees to provide the necessary minimum hardware requirements. Customer acknowledges that access to SMH's **Information Resource Management Network®** is limited to the purposes previously stated and that any attempt to access other areas of SMH's **Information Resource Management Network®** will result in the termination of this Agreement and may subject customer to liability.

The Customer will not make the SMH logon name and password available to any person or persons outside their own business establishment(s).

This Agreement may be terminated by Customer or SMH at any time or by any reason of breach of any of the provisions of this Agreement. Upon Termination of this Agreement, Customer agrees to return all copies of SMH's operation manual and documentation.

An initial fee of \$100.00 is payable on execution of this Agreement, and an annual software maintenance fee of \$100.00 will be assessed on each anniversary date of the Agreement. The Customer is entitled to receive any enhancements or updates, as they become available. Initial and maintenance fees are subject to change.

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Accepted By:

Authorized Signature, Systems Material Handling Company

Date April 9, 2002

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

Customer

Authorized Signature

Name (Type or Print) and Date

Email Address