

CREDIT APPLICATION



To provide you with the best possible line of credit for your company, please complete this form and return it to our Credit Department. Fax: 920 233-9517

Company Legal Name: _____

FEDERAL TAX I.D. NO. _____

DBA: _____

Year Business Started In: _____

Street Address: _____

P.O. Box: _____

City: _____

State: _____ Zip: _____

Billing Address: _____

State: _____ Zip: _____

City: _____

E-Mail _____

Phone: () _____

Fax: () _____

Truck Account: _____ Or Parts Account: _____

Expected Monthly Order \$ _____

Sales Tax Exemption No. _____ **IMPORTANT: Please Enclose a Copy of Sales Exemption Certificate**

✓ Bank Name: _____
Address: _____
City: _____
Phone: () _____

Account No: _____
Account Officer: _____
State: _____ Zip: _____
Fax: () _____

TRADE REFERENCES

1. Company Name: _____
Address: _____
City: _____
Phone: () _____

State: _____ Zip: _____
Fax () _____

2. Company Name: _____
Address: _____
City: _____
Phone: () _____

State: _____ Zip: _____
Fax () _____

3. Company Name: _____
Address: _____
City: _____
Phone: () _____

State: _____ Zip: _____
Fax () _____

The above information is true and is given for the purpose of obtaining credit. I hereby agree to the standard "Terms and Conditions of Sale Including Limitations of Warranty" as printed on the reverse side. **OPEN ACCOUNT TERMS ARE NET 30 DAYS FROM INVOICE DATE.**

Signature: _____

Title: _____

Printed: _____

Date: _____

Revised 3/8/2004

OSHKOSH TRUCK CORPORATION
SHARED CREDIT SERVICES
P O BOX 2566
OSHKOSH, WI 54903-2566

920-235-9151, X2094 OR X5848 OR X2585

lsearl@oshtruck.com, teichmann@oshtruck.com, mwilson@oshtruck.com

OSHKOSH TRUCK CORPORATION
Terms and Conditions of Sale Including Limitations of Warranty

Order Placement. All goods and services furnished by Oshkosh are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with Oshkosh's then current procedure. Acceptance by Oshkosh of Buyer's order is expressly conditioned upon Buyer's acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer's order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by Oshkosh. Oshkosh may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. **OSHKOSH IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.**

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by Oshkosh prior to cancellation for the purpose of filling Buyer's order and not usable by Oshkosh for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which Oshkosh may have incurred in the performance of the order. Notice of cancellation is not effective until received by Oshkosh at its corporate address (2307 Oregon Street, P.O. Box 2566, Oshkosh, WI 54901 U.S.A., Attn: Corporate Secretary). If Buyer elects to cancel the order in part, Oshkosh may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be: a) Trucks and Truck Chassis—ex factory shipping point; and b) Parts—F.O.B. shipping point. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by Oshkosh. If Oshkosh shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in U.S. dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by Seller to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to Oshkosh those items reasonably requested in order to establish Buyer's credit. Oshkosh shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever Oshkosh in good faith deems itself insecure, it may: cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension of credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure Oshkosh with respect to Buyer's payment of goods and services furnished or to be furnished. Buyer will pay Oshkosh's actual costs of collection incurred, including reasonable attorney's fees if Oshkosh is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by Oshkosh unless otherwise agreed upon in writing. Buyer shall permit Oshkosh at any reasonable time to make audits of its collateral, including records of shipments, sales and payment. Oshkosh may demand immediate payment for trucks, chassis or parts shipped from Buyer's location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to Oshkosh.

Acceptance. Goods furnished or services performed by Oshkosh in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to Oshkosh, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for Oshkosh's inspection or disposition.

Limited Warranty: Disclaimer. Oshkosh warrants that all new and unused goods furnished by Oshkosh are free from defect in workmanship and material as of the time and place of delivery by Oshkosh in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) Oshkosh or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer's Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of Oshkosh. **THE STANDARD LIMITED WARRANTY FOR THE GOODS IS INCORPORATED HEREIN BY REFERENCE. IT IS THE EXCLUSIVE WARRANTY GIVEN BY OSHKOSH. OSHKOSH HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of Oshkosh regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by Oshkosh personnel.**

Buyer's Remedies. At its option, Oshkosh will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall Oshkosh be liable for any incidental, special, indirect or consequential damages, whether resulting from nondelivery or from Oshkosh's own negligence or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

Excusable Delay. We shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold Oshkosh harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Buyer's sale, installation or use of goods sold or supplied by Oshkosh and not caused by the negligence of Oshkosh, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of Oshkosh upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and The Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effect of this Agreement are governed by the laws of the State of Wisconsin. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.