

Fill in this information to identify the case:

Debtor IEH Auto Parts LLC

United States Bankruptcy Court for the: Southern District of Texas
(State)

Case number 23-90057

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>ALTA ENTERPRISES, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor <u>NITCO LLC, ALTA MATERIAL HANDLING</u></p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>ALTA ENTERPRISES, LLC</u> <u>845 S 1ST STREET</u> <u>RONKONKOMA, NY 11779, United States</u></p> <p>Contact phone _____ Contact email <u>tricia.clarke@altg.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>ALTA ENTERPRISES LLC, DBA NITCO LLC</u> <u>PO BOX 22241</u> <u>NEW YORK, NY 10087-2241, UNITED STATES</u></p> <p>Contact phone _____ Contact email _____</p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 7938 ____

7. How much is the claim? \$ 1194.37. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
SERVICES PERFORMED

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/19/2023
MM / DD / YYYY

/s/TRICIA THOMAS-CLARKE
Signature

Print the name of the person who is completing and signing this claim:

Name TRICIA THOMAS-CLARKE
First name Middle name Last name

Title REGIONAL CREDIT MANAGER

Company ALTA ENTERPRISES LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 845 S 1ST STREET, RONKONKOMA, NY, 11779, United States

Contact phone _____ Email tricia.clarke@altg.com



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 802-7207 | International (781) 575-2107

Debtor: 23-90057 - IEH Auto Parts LLC District: Southern District of Texas, Houston Division		
Creditor: ALTA ENTERPRISES, LLC 845 S 1ST STREET RONKONKOMA, NY, 11779 United States Phone: Phone 2: Fax: Email: tricia.clarke@altg.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: ALTA ENTERPRISES LLC, DBA NITCO LLC PO BOX 22241 NEW YORK, NY, 10087-2241 UNITED STATES Phone: Phone 2: Fax: E-mail: DISBURSEMENT ADDRESS		
Other Names Used with Debtor: NITCO LLC, ALTA MATERIAL HANDLING	Amends Claim: No Acquired Claim: No	
Basis of Claim: SERVICES PERFORMED	Last 4 Digits: Yes - 7938	Uniform Claim Identifier:
Total Amount of Claim: 1194.37	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: TRICIA THOMAS-CLARKE on 19-Apr-2023 7:15:16 p.m. Eastern Time Title: REGIONAL CREDIT MANAGER Company: ALTA ENTERPRISES LLC		

Optional Signature Address:

TRICIA THOMAS-CLARKE
845 S 1ST STREET

RONKONKOMA, NY, 11779
United States

Telephone Number:

Email:

tricia.clarke@altg.com



REMIT TO: NITCO LLC
 P.O. BOX 22241
 NEW YORK, NY 10087-2241

ALTA MATERIAL HANDLING
 6847 ELLICOTT DRIVE #2
 EAST SYRACUSE NY 13057

SERVICE INVOICE

ALTA MATERIAL HANDLING
 6847 ELLICOTT DRIVE
 EAST SYRACUSE NY 13057
 315-463-7333

INVOICE TO:

AUTO PLUS
 30 HAZELWOOD DR. STE 100
 BUFFALO NY 14228

WORK SITE:

AUTO PLUS
 210 LEMOYNE AVENUE
 SYRACUSE NY 13208

INVOICE NO SS8/11831	CUSTOMER NO BP0097938	CUSTOMER PO .	INVOICE DATE 12/22/2021	PAYMENT TERMS CASH ON DELIVERY
SALESPERSON: MACKENZIE BAILEY			SERVICE ORDER : SWO770192	
CONTACT:			REF :	

PROJECT (ALLIED) MODEL: ZPALLETJACK CUST UNIT: UNIT:

SEGMENT : 10 HYDRAULIC PIPES / HOSES CUSTOMER - FIELD

SEGMENT TYPE: Chargeable

PROJECT (ALLIED) MODEL: ZPALLETJACK CUST UNIT: UNIT:

WORK SITE: AUTO PLUS 210 LEMOYNE AVENUE SYRACUSE NY 13208

LOCATION :

WORK DESCRIPTION:

PALLET JACK LEAKS DOWN WHEN HANDLE IS UP ON IT'S OWN.
 JOHN 315-478-3181. WILL NEED MACHINE INFORMATION TO UPDATE
 SYSTEM.

CAUSE:

CYLINDER SEALS ARE LEAKING BY

CORRECTION:

CONTACTING THE PARTS DEPARTMENT TO FIND OUT IF SEALS ARE
 AVAILABLE TO SERVICE THE CYLINDER.

CUSTOMER DECIDED AGAINST REPAIR

ROAD CHARGE ON SWO770196

ITEM / LOT ID	DESCRIPTION	QTY	PRICE	CORE	TOTAL
MISC	MISC - SHIPPING AND HANDLING	1.00	10.84		10.84
LABOR					101.25

SEGMENT 10 TOTAL:

0.00 PARTS 101.25 LABOR 10.84 MISC. 8.96 TAX 121.05 TOTAL



MATERIAL HANDLING

REMIT TO: NITCO LLC
P.O. BOX 22241
NEW YORK, NY 10087-2241

INVOICE NO SS8/11831	CUSTOMER NO BP0097938	CUSTOMER PO .	INVOICE DATE 12/22/2021	PAYMENT TERMS CASH ON DELIVERY
SALESPERSON: MACKENZIE BAILEY CONTACT:			SERVICE ORDER : SWO770192 REF :	

PARTS	0.00
LABOR	101.25
MISC.	10.84
SALES TAX	8.96
TOTAL INVOICE	121.05

Terms and Conditions

1. General. These Terms and Conditions shall govern the sale of products and services (collectively "products") by Alta Enterprises, LLC, and its Affiliates ("Seller") to Buyer. Buyer's acceptance of Seller's products represents acceptance in full of these Terms and Conditions. Buyer may, for purposes of administrative convenience, use Buyer's standard form of purchase order to order products from Seller. The parties understand and agree that any terms or conditions on any such purchase order or similar document in any way different from or in addition to the terms and conditions of these Terms and Conditions shall have no effect whatsoever and Seller hereby rejects all such terms and conditions.
2. Price and Taxes. Unless otherwise agreed to in writing by Seller, all sales and prices quoted are F.O.B. Shipping Point Buyer shall be liable for and shall pay or reimburse Seller for any sales tax, use tax, personal property tax, license or registration fees levied or based upon the sale, rental, use or operation of the products.
3. Payment Terms. All payments hereunder shall be in United States Dollars. Upon approval of credit by Seller, payment shall be made thirty (30) days from the date of invoice. On overdue accounts, Seller shall charge and Buyer shall pay a service charge of one and one-half percent (1.5%) of the unpaid balance per month (or such lesser rate as may be required by law) until the account is paid in full. Regardless of any prior approval of credit, Seller may require full or partial payment in advance if Seller, in the exercise of its sole discretion, determines that Buyer's financial position warrants such action. If at any time Seller requests written assurances with respect to Buyer's financial condition, Buyer shall deliver such assurance. Seller may suspend delivery or the provision of services until receipt of such assurance, or until payment in full of the purchase price is received. Buyer's action in accepting Seller's products shall constitute (A) Buyer's grant to Seller of a purchase money security interest in the products, including all additions and replacements thereto and proceeds thereof, (B) Buyer's authorization of Seller to execute on behalf of Buyer any financing statements, security agreements and like documents and to take any other action in order to create, perfect and/or maintain Seller's security interest in the products; and (C) Buyer's appointment of Seller as Buyer's attorney-in-fact to prepare, sign, file, and record, in Buyer's name, any such documents. Such appointment is coupled with an interest and is irrevocable.
4. Limited Warranty. (A) In the event a product of Seller is found to be defective within the warranty period established by the manufacturer, Seller's only obligation and Buyer's exclusive remedy shall be, at Seller's option, the repair or replacement of any defective part at Seller's facilities. Shipping costs to Seller's facilities shall be borne by Buyer and the repaired product shall be returned to Buyer at Seller's expense. Replacement parts and service labor for warranty work will be provided at no charge. All replaced parts shall be the property of Seller. In no event will Buyer return Products to Seller for warranty work, credit or otherwise without Seller's prior written consent Seller shall have no obligation to repair or replace: (1) products altered, modified or repaired other than by Seller; (2) products failing due to misuse, improper maintenance, improper operating environment, carelessness, negligence or accident; (3) products failing due to damage occurring after delivery thereof to Buyer; or (4) products, the serial numbers or any parts of which have been altered, defaced or removed. THE WARRANTIES SET FORTH IN THIS CLAUSE (A) ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED BY SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF THE COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. (B) THE REMEDIES OF BUYER WITH RESPECT TO THE SALE, DELIVERY OR USE OF ANY PRODUCT HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE, PRODUCTS LIABILITY AND STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE EXCLUSIVELY AS SET FORTH IN THIS SECTION 4. SELLER SHALL NOT BE LIABLE TO BUYER FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF REPLACEMENT PRODUCTS OR CLAIMS OF BUYER'S CUSTOMERS, NOTWITHSTANDING (1) THE FACT THAT SELLER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS OR (2) THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.
5. Assignment. Any attempted assignment by Buyer of its rights hereunder without Seller's prior written consent shall be void Seller may assign any of its rights or delegate any of its duties hereunder.
6. Attorney's Fees. In the event it is necessary to retain the services of legal counsel to enforce or interpret these Terms and Conditions, the prevailing party in any resulting action or proceeding shall be entitled to recover its reasonable attorney's fees and court costs.
7. Governing Law: Severability. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of law principles that would require the application of any other law. The parties consent to the exclusive jurisdiction of the appropriate State Court or Federal Court that has jurisdiction over the Seller's facility from which products or services were provided. The provisions of these Terms and Conditions are deemed severable and any term or condition is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.
8. Representation of Solvency. By accepting the products or services sold hereunder, Buyer represents and warrants to Seller that it is not insolvent. Buyer acknowledges that Seller's performance hereunder is expressly in reliance on such representation and warranty. Buyer agrees to provide written confirmation thereof forthwith upon Seller's request.
9. Amendment. These Terms and Conditions may not be modified or amended except in a writing signed by a duly authorized representative of Seller that expressly states the sections of these Terms and Conditions to be modified; no other act, usage, or custom shall be deemed to amend or modify these Terms and Conditions. By its action in accepting the products Buyer thereby waives any right it may have to claim that these Terms and Conditions were subsequently modified other than in accordance with this Section 9.
10. Indemnity. Buyer agrees to indemnify, hold harmless and defend Seller from and against any claim, action, loss, liability, expense, damage or judgment, including litigation costs and reasonable attorney's fees, which arise as a result of any actions by Buyer's agents, employees, consultants or representatives in connection with Buyer's possession, use or operation of the product(s) sold hereunder.



REMIT TO: NITCO LLC
 P.O. BOX 22241
 NEW YORK, NY 10087-2241

ALTA MATERIAL HANDLING
 6847 ELLICOTT DRIVE #2
 EAST SYRACUSE NY 13057

SERVICE INVOICE

ALTA MATERIAL HANDLING
 6847 ELLICOTT DRIVE
 EAST SYRACUSE NY 13057
 315-463-7333

INVOICE TO:

AUTO PLUS
 30 HAZELWOOD DR. STE 100
 BUFFALO NY 14228

WORK SITE:

AUTO PLUS
 210 LEMOYNE AVENUE
 SYRACUSE NY 13208

INVOICE NO SS8/11832	CUSTOMER NO BP0097938	CUSTOMER PO .	INVOICE DATE 12/22/2021	PAYMENT TERMS CASH ON DELIVERY
SALESPERSON: MACKENZIE BAILEY		SERVICE ORDER : SWO770196		
CONTACT:		REF :		

PROJECT (ALLIED) MODEL: ZPALLETJACK CUST UNIT: UNIT:

SEGMENT : 10 CAB / BODY / CHASSIS CUSTOMER - FIELD

SEGMENT TYPE: Chargeable

PROJECT (ALLIED) MODEL: ZPALLETJACK CUST UNIT: UNIT:

WORK SITE: AUTO PLUS 210 LEMOYNE AVENUE SYRACUSE NY 13208

LOCATION :

WORK DESCRIPTION:

HANDLE IS BENT. JOHN ONSITE 315-478-3181. WILL NEED FULL MACHINE INFORMATION IN ORDER TO UPDATE SYSTEM.

CAUSE:

HANDLE IS BENT
 HAS BEEN BROKEN AND WELDED ONCE.

CORRECTION:

CONTACTING THE PARTS DEPARTMENT TO DETERMINE IF A NEW HANDLE IS AVAILABLE OTHERWISE THE PRESENT HANDLE WILL NEED TO BE STRAIGHTENED AND REINFORCED

ORDERED AND RECEIVED A NEW HANDLE

TYLER:12/21 INSTALLED HANDLE NOW WORKING AS DESIGNED

ITEM / LOT ID	DESCRIPTION	QTY	PRICE	CORE	TOTAL
SYHJ-HANDLE	HANDLE COMPLETE	1.00	90.40		90.40
MISC	MISC - SERVICE SUPPLIES	1.00	11.81		11.81
MISC	PART				
MISC	TRIP CHARGE	1.00	75.00		75.00
LABOR					135.00

SEGMENT 10 TOTAL:

90.40 PARTS 135.00 LABOR 86.81 MISC. 24.97 TAX 337.18 TOTAL



MATERIAL HANDLING

REMIT TO: NITCO LLC
P.O. BOX 22241
NEW YORK, NY 10087-2241

INVOICE NO SS8/11832	CUSTOMER NO BP0097938	CUSTOMER PO .	INVOICE DATE 12/22/2021	PAYMENT TERMS CASH ON DELIVERY
SALESPERSON: MACKENZIE BAILEY CONTACT:			SERVICE ORDER : SWO770196 REF :	

PARTS	90.40
LABOR	135.00
MISC.	86.81
SALES TAX	24.97
TOTAL INVOICE	337.18

Terms and Conditions

1. General. These Terms and Conditions shall govern the sale of products and services (collectively "products") by Alta Enterprises, LLC, and its Affiliates ("Seller") to Buyer. Buyer's acceptance of Seller's products represents acceptance in full of these Terms and Conditions. Buyer may, for purposes of administrative convenience, use Buyer's standard form of purchase order to order products from Seller. The parties understand and agree that any terms or conditions on any such purchase order or similar document in any way different from or in addition to the terms and conditions of these Terms and Conditions shall have no effect whatsoever and Seller hereby rejects all such terms and conditions.
2. Price and Taxes. Unless otherwise agreed to in writing by Seller, all sales and prices quoted are F.O.B. Shipping Point Buyer shall be liable for and shall pay or reimburse Seller for any sales tax, use tax, personal property tax, license or registration fees levied or based upon the sale, rental, use or operation of the products.
3. Payment Terms. All payments hereunder shall be in United States Dollars. Upon approval of credit by Seller, payment shall be made thirty (30) days from the date of invoice. On overdue accounts, Seller shall charge and Buyer shall pay a service charge of one and one-half percent (1.5%) of the unpaid balance per month (or such lesser rate as may be required by law) until the account is paid in full. Regardless of any prior approval of credit, Seller may require full or partial payment in advance if Seller, in the exercise of its sole discretion, determines that Buyer's financial position warrants such action. If at any time Seller requests written assurances with respect to Buyer's financial condition, Buyer shall deliver such assurance. Seller may suspend delivery or the provision of services until receipt of such assurance, or until payment in full of the purchase price is received. Buyer's action in accepting Seller's products shall constitute (A) Buyer's grant to Seller of a purchase money security interest in the products, including all additions and replacements thereto and proceeds thereof, (B) Buyer's authorization of Seller to execute on behalf of Buyer any financing statements, security agreements and like documents and to take any other action in order to create, perfect and/or maintain Seller's security interest in the products; and (C) Buyer's appointment of Seller as Buyer's attorney-in-fact to prepare, sign, file, and record, in Buyer's name, any such documents. Such appointment is coupled with an interest and is irrevocable.
4. Limited Warranty. (A) In the event a product of Seller is found to be defective within the warranty period established by the manufacturer, Seller's only obligation and Buyer's exclusive remedy shall be, at Seller's option, the repair or replacement of any defective part at Seller's facilities. Shipping costs to Seller's facilities shall be borne by Buyer and the repaired product shall be returned to Buyer at Seller's expense. Replacement parts and service labor for warranty work will be provided at no charge. All replaced parts shall be the property of Seller. In no event will Buyer return Products to Seller for warranty work, credit or otherwise without Seller's prior written consent Seller shall have no obligation to repair or replace: (1) products altered, modified or repaired other than by Seller; (2) products failing due to misuse, improper maintenance, improper operating environment, carelessness, negligence or accident; (3) products failing due to damage occurring after delivery thereof to Buyer; or (4) products, the serial numbers or any parts of which have been altered, defaced or removed. THE WARRANTIES SET FORTH IN THIS CLAUSE (A) ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED BY SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF THE COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. (B) THE REMEDIES OF BUYER WITH RESPECT TO THE SALE, DELIVERY OR USE OF ANY PRODUCT HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE, PRODUCTS LIABILITY AND STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE EXCLUSIVELY AS SET FORTH IN THIS SECTION 4. SELLER SHALL NOT BE LIABLE TO BUYER FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF REPLACEMENT PRODUCTS OR CLAIMS OF BUYER'S CUSTOMERS, NOTWITHSTANDING (1) THE FACT THAT SELLER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS OR (2) THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.
5. Assignment. Any attempted assignment by Buyer of its rights hereunder without Seller's prior written consent shall be void Seller may assign any of its rights or delegate any of its duties hereunder.
6. Attorney's Fees. In the event it is necessary to retain the services of legal counsel to enforce or interpret these Terms and Conditions, the prevailing party in any resulting action or proceeding shall be entitled to recover its reasonable attorney's fees and court costs.
7. Governing Law: Severability. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of law principles that would require the application of any other law. The parties consent to the exclusive jurisdiction of the appropriate State Court or Federal Court that has jurisdiction over the Seller's facility from which products or services were provided. The provisions of these Terms and Conditions are deemed severable and any term or condition is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.
8. Representation of Solvency. By accepting the products or services sold hereunder, Buyer represents and warrants to Seller that it is not insolvent. Buyer acknowledges that Seller's performance hereunder is expressly in reliance on such representation and warranty. Buyer agrees to provide written confirmation thereof forthwith upon Seller's request.
9. Amendment. These Terms and Conditions may not be modified or amended except in a writing signed by a duly authorized representative of Seller that expressly states the sections of these Terms and Conditions to be modified; no other act, usage, or custom shall be deemed to amend or modify these Terms and Conditions. By its action in accepting the products Buyer thereby waives any right it may have to claim that these Terms and Conditions were subsequently modified other than in accordance with this Section 9.
10. Indemnity. Buyer agrees to indemnify, hold harmless and defends Seller from and against any claim, action, loss, liability, expense, damage or judgment, including litigation costs and reasonable attorney's fees, which arise as a result of any actions by Buyer's agents, employees, consultants or representatives in connection with Buyer's possession, use or operation of the product(s) sold hereunder.



REMIT TO: NITCO LLC
 P.O. BOX 22241
 NEW YORK, NY 10087-2241

ALTA MATERIAL HANDLING
 6847 ELLICOTT DRIVE #2
 EAST SYRACUSE NY 13057

SERVICE INVOICE

ALTA MATERIAL HANDLING
 6847 ELLICOTT DRIVE
 EAST SYRACUSE NY 13057
 315-463-7333

INVOICE TO:

AUTO PLUS
 30 HAZELWOOD DR. STE 100
 BUFFALO NY 14228

WORK SITE:

AUTO PLUS
 210 LEMOYNE AVENUE
 SYRACUSE NY 13208

INVOICE NO	CUSTOMER NO	CUSTOMER PO	INVOICE DATE	PAYMENT TERMS
SS8/22095	BP0097938	.	6/28/2022	CASH ON DELIVERY
SALESPERSON: MACKENZIE BAILEY CONTACT:			SERVICE ORDER : SWO900821 REF :	

CLARK MODEL: C300-50 S/N: 356-413-1528-54 CUST UNIT: UNIT: EQ0274976

SEGMENT : 10 QUOTE BRAKE REPAIRS BRAKE SYSTEM CUSTOMER - FIELD

SEGMENT TYPE: Chargeable

CLARK MODEL: C300-50 S/N: 356-413-1528-54 CUST UNIT: UNIT: EQ0274976

WORK SITE: AUTO PLUS 210 LEMOYNE AVENUE SYRACUSE NY 13208

LOCATION :

WORK DESCRIPTION:

BRAKES NEED TO BE REPAIRED/REPLACED.
 TIM MAZZOLI WILL CREATE QUOTE FOR CUSTOMER.
 ONSITE CONTACT IS JOHN LAUGHLIN. 315-478-3181.
 EMAIL FOR SERVICE REPORT AND QUOTING PURPOSES IS
 s001manager@autoplus.com

CORRECTION:

4-27-22 CLEANED OFF THE TRUCK SO I COULD SEE WHAT I WAS
 LOOKING AT. TRUCK HAD MULTIPLE WIRING ISSUES THAT WOULD
 NEED FURTHER DIAGNOSIS. ALTERNATOR WASN'T CHARGING THE
 BATTERY, THE NEUTRAL SAFETY SWITCH WASN'T SENDING POWER
 TO THE STARTER. THE BRAKES NEED TO BE REPAIRED BUT I NEED A
 BREAK DOWN OF THE MACHINE, TO SEE IF THESE PARTS ARE STILL
 AVAILABLE. WILL BE WORKING ON FINDING PARTS AND TRYING TO
 GET A QUOTE MADE IT WILL BE VERY DIFFICULT WITH THE AGE AND
 FURTHER DIAGNOSIS THAT IS NEEDED

ITEM / LOT ID	DESCRIPTION	QTY	PRICE	CORE	TOTAL
MISC	FUEL SURCHARGE	1.00	7.95		7.95
MISC	TRIP CHARGE	1.00	75.00		75.00
LABOR					599.25

SEGMENT 10 TOTAL:

0.00 PARTS 599.25 LABOR 82.95 MISC. 53.94 TAX 736.14 TOTAL



MATERIAL HANDLING

REMIT TO: NITCO LLC
P.O. BOX 22241
NEW YORK, NY 10087-2241

INVOICE NO SS8/22095	CUSTOMER NO BP0097938	CUSTOMER PO .	INVOICE DATE 6/28/2022	PAYMENT TERMS CASH ON DELIVERY
SALESPERSON: MACKENZIE BAILEY CONTACT:			SERVICE ORDER : SWO900821 REF :	

PARTS	0.00
LABOR	599.25
MISC.	82.95
SALES TAX	53.94
TOTAL INVOICE	736.14

Terms and Conditions

1. General. These Terms and Conditions shall govern the sale of products and services (collectively "products") by Alta Enterprises, LLC, and its Affiliates ("Seller") to Buyer. Buyer's acceptance of Seller's products represents acceptance in full of these Terms and Conditions. Buyer may, for purposes of administrative convenience, use Buyer's standard form of purchase order to order products from Seller. The parties understand and agree that any terms or conditions on any such purchase order or similar document in any way different from or in addition to the terms and conditions of these Terms and Conditions shall have no effect whatsoever and Seller hereby rejects all such terms and conditions.
2. Price and Taxes. Unless otherwise agreed to in writing by Seller, all sales and prices quoted are F.O.B. Shipping Point Buyer shall be liable for and shall pay or reimburse Seller for any sales tax, use tax, personal property tax, license or registration fees levied or based upon the sale, rental, use or operation of the products.
3. Payment Terms. All payments hereunder shall be in United States Dollars. Upon approval of credit by Seller, payment shall be made thirty (30) days from the date of invoice. On overdue accounts, Seller shall charge and Buyer shall pay a service charge of one and one-half percent (1.5%) of the unpaid balance per month (or such lesser rate as may be required by law) until the account is paid in full. Regardless of any prior approval of credit, Seller may require full or partial payment in advance if Seller, in the exercise of its sole discretion, determines that Buyer's financial position warrants such action. If at any time Seller requests written assurances with respect to Buyer's financial condition, Buyer shall deliver such assurance. Seller may suspend delivery or the provision of services until receipt of such assurance, or until payment in full of the purchase price is received. Buyer's action in accepting Seller's products shall constitute (A) Buyer's grant to Seller of a purchase money security interest in the products, including all additions and replacements thereto and proceeds thereof, (B) Buyer's authorization of Seller to execute on behalf of Buyer any financing statements, security agreements and like documents and to take any other action in order to create, perfect and/or maintain Seller's security interest in the products; and (C) Buyer's appointment of Seller as Buyer's attorney-in-fact to prepare, sign, file, and record, in Buyer's name, any such documents. Such appointment is coupled with an interest and is irrevocable.
4. Limited Warranty. (A) In the event a product of Seller is found to be defective within the warranty period established by the manufacturer, Seller's only obligation and Buyer's exclusive remedy shall be, at Seller's option, the repair or replacement of any defective part at Seller's facilities. Shipping costs to Seller's facilities shall be borne by Buyer and the repaired product shall be returned to Buyer at Seller's expense. Replacement parts and service labor for warranty work will be provided at no charge. All replaced parts shall be the property of Seller. In no event will Buyer return Products to Seller for warranty work, credit or otherwise without Seller's prior written consent Seller shall have no obligation to repair or replace: (1) products altered, modified or repaired other than by Seller; (2) products failing due to misuse, improper maintenance, improper operating environment, carelessness, negligence or accident; (3) products failing due to damage occurring after delivery thereof to Buyer; or (4) products, the serial numbers or any parts of which have been altered, defaced or removed. THE WARRANTIES SET FORTH IN THIS CLAUSE (A) ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED BY SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF THE COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. (B) THE REMEDIES OF BUYER WITH RESPECT TO THE SALE, DELIVERY OR USE OF ANY PRODUCT HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE, PRODUCTS LIABILITY AND STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE EXCLUSIVELY AS SET FORTH IN THIS SECTION 4. SELLER SHALL NOT BE LIABLE TO BUYER FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF REPLACEMENT PRODUCTS OR CLAIMS OF BUYER'S CUSTOMERS, NOTWITHSTANDING (1) THE FACT THAT SELLER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS OR (2) THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.
5. Assignment. Any attempted assignment by Buyer of its rights hereunder without Seller's prior written consent shall be void Seller may assign any of its rights or delegate any of its duties hereunder.
6. Attorney's Fees. In the event it is necessary to retain the services of legal counsel to enforce or interpret these Terms and Conditions, the prevailing party in any resulting action or proceeding shall be entitled to recover its reasonable attorney's fees and court costs.
7. Governing Law: Severability. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of law principles that would require the application of any other law. The parties consent to the exclusive jurisdiction of the appropriate State Court or Federal Court that has jurisdiction over the Seller's facility from which products or services were provided. The provisions of these Terms and Conditions are deemed severable and any term or condition is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.
8. Representation of Solvency. By accepting the products or services sold hereunder, Buyer represents and warrants to Seller that it is not insolvent. Buyer acknowledges that Seller's performance hereunder is expressly in reliance on such representation and warranty. Buyer agrees to provide written confirmation thereof forthwith upon Seller's request.
9. Amendment. These Terms and Conditions may not be modified or amended except in a writing signed by a duly authorized representative of Seller that expressly states the sections of these Terms and Conditions to be modified; no other act, usage, or custom shall be deemed to amend or modify these Terms and Conditions. By its action in accepting the products Buyer thereby waives any right it may have to claim that these Terms and Conditions were subsequently modified other than in accordance with this Section 9.
10. Indemnity. Buyer agrees to indemnify, hold harmless and defend Seller from and against any claim, action, loss, liability, expense, damage or judgment, including litigation costs and reasonable attorney's fees, which arise as a result of any actions by Buyer's agents, employees, consultants or representatives in connection with Buyer's possession, use or operation of the product(s) sold hereunder.