



Web Site Agreement



This Web Site Agreement (this "Agreement") is entered into as of \_\_\_\_\_ (Date) by and between Wacker Neuson Sales Americas LLC and all of its direct and indirect subsidiaries, sister companies, parent companies or other affiliates, now or hereafter existing ("Wacker Neuson") and \_\_\_\_\_ ("User").

Conditions of Use:

- 1. Wacker Neuson will permit User to order products and parts from Wacker Neuson utilizing the System. Wacker Neuson will issue User a unique user name(s) and password(s), which is to be used for all on-line orders placed by User. Failure to use such user name and password will invalidate the order. User will (i) keep confidential such user name(s) and password(s), (ii) disclose such user name(s) and password(s) only to User employees with a need to know such user name(s) and password(s) ("Authorized Employees") and (iii) permit only Authorized Employees to utilize the System, user name(s) and password(s) and only to order products and parts. Any order accompanied by such user name and password will be deemed a valid and binding offer of User, regardless of whether actually submitted by an Authorized Employee. In the event User discovers any unauthorized access to the System, or any attempt at such access, User will provide written notice of such occurrence to Wacker Neuson, specifying the factual circumstances giving rise to the access or attempt, the nature of the property affected and the security measures taken to prevent similar access or attempts. Wacker Neuson will have the right to revoke User's access to the system upon User's breach of this Agreement.
2. No on-line order will be deemed to have been accepted by Wacker Neuson unless and until an order acknowledgement is sent by Wacker Neuson and received by User, which may be, but is not required to be, sent by email. Wacker Neuson will use reasonable efforts to send an order acknowledgement for all accepted online orders by the next business day; provided, however, that failure to send such an order acknowledgement will not constitute a rejection of such on-line order, and Wacker Neuson will not be held liable for any such delay. User acknowledges that if a credit card is used for on-line ordering, such credit card will be charged upon acceptance of the order by Wacker Neuson.
3. [All purchases of Wacker Neuson products and parts through the System shall be subject to the terms and conditions of sale set forth on Wacker Neuson's web site.]
4. This Agreement will continue in force until terminated by either party. Either party may terminate this Agreement with or without cause upon notice to the other party. This Agreement will be governed by and construed in accordance with the laws, other than principles of conflicts of laws, of the State of Wisconsin. No modification of this Agreement will be effective unless made in writing and signed by a duly authorized representative of each party. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties (whether written or oral) relating to said subject matter; and there are no conditions to this Agreement which are not expressly set forth herein.

IN WITNESS WHEREOF, the parties have caused this Web Site Agreement to be executed on the date first above written, by their undersigned, duly authorized agents.

Wacker Neuson Sales Americas LLC \_\_\_\_\_ ("User")

Only Owner/Officer of Company - Please fill in all areas:

Name: \_\_\_\_\_ Title: \_\_\_\_\_
Date: \_\_\_\_\_ Customer # \_\_\_\_\_
Signature: \_\_\_\_\_

Name(s) of person to be set up: Please print.
First/Last: \_\_\_\_\_ Email address on file: \_\_\_\_\_
First/Last: \_\_\_\_\_ Email address on file: \_\_\_\_\_
First/Last: \_\_\_\_\_ Email address on file: \_\_\_\_\_

Reminder: As people leave your company, please notify Wacker Neuson Customer Service to disable them. These users can be updated at any time. 1-800-770-0957 or customer.service@wackerneuson.com

Please Fax this Agreement back to Wacker Neuson Credit Dept. at (1)262-250-3511