

INTERNET DISTRIBUTOR ACCESS AGREEMENT

1. GENERAL TERMS AND CONDITIONS.

a. This Agreement governs use of Milwaukee Electric Tool Corporation's ("Milwaukee") distributor transactions on the internet (including, but not limited to order entry, order status information, inventory availability information, account balances). Authorized distributors can access and place orders on Milwaukee's interactive website, connect.milwaukeetool.com ("Service"), provided that you first agree to the terms and conditions set forth herein. By signing and returning this document, and using any part of the service, you are representing that you are the authorized representative of your distributor ("Distributor"), and that you agree on behalf of the Distributor to be bound by all of the terms in this Agreement.

b. You may print and keep a copy of this Agreement. Milwaukee may change the terms in this Agreement. When the terms are changed, Milwaukee will notify you by e-mail and/or online postings. The changes also will appear in this document, which you can access at any time by selecting "Terms & Conditions" in the footer of the site. By accessing a Service after Milwaukee has notified subscribers of a change in this Agreement and posted this change, you agree to be bound by all of the changes.

c. The Parties specifically agree as follows: a) No writing shall be required in order to make their agreements legally binding, notwithstanding any contrary requirement in any law; b) this agreement satisfies the requirement of the statute of frauds, which may require a written agreement; c) No signature shall be required in order to have legally enforceable agreement between them; d) to the maximum extent permitted by law, the confidential codes that are used in this site in order to transmit information to each other will be considered the Parties' 'signature' to the extent required by law, and e) neither party shall contest the admissibility of this electronic agreement or any electronic transaction placed on this site.

2. MILWAUKEE TERMS AND CONDITIONS

The terms of all electronic transactions shall be those terms and conditions which are set forth herein, any terms contained in the order acknowledgement (whether via e-mail, fax, or other medium) acknowledging the transaction, any terms and conditions set forth in additional legal "Terms and Conditions", which can be found in the footer of the site, plus the terms and conditions that are contained in the current Milwaukee Distributor Price List.

3. PLACING ORDERS

Transmission of an offer to buy or sell from one party to the other shall be effective as an offer when it is received in the receiving party's business system. Said offer shall be accepted by either: a) electronic transmission of an acknowledgment, acceptance, or receipt of the offer; or b) the shipment of the goods called for in the offer.

4. COPYRIGHT AND LIMITATIONS ON USE

Any content available as part of the Service, which is defined as "Licensed Information" is the property of Milwaukee or its licensors and is protected by copyright and other intellectual property laws. Licensed Information received through the Service may be displayed, reformatted and printed for your personal, non-commercial use only. You agree not to reproduce, transmit, distribute, display, sell, store, archive or publish any Licensed Information to any third party, without the express prior consent of Milwaukee.

The Service may include facts, views, opinions and recommendations of Milwaukee and/or third parties deemed of interest. Milwaukee and its content licensors do not guarantee the accuracy, completeness or timeliness of, or otherwise endorse, these views, opinions or recommendations.

5. SECURITY

a. Distributor shall keep its unique USER ID and password confidential and shall not disclose them to any unauthorized user and/or third party. Distributor is prohibited from transferring or sharing its unique USER ID. Any violation of the foregoing shall result in an immediate termination of Distributor's access rights to this site.

b. It is Distributor's sole responsibility to protect the activating password and USER ID from unauthorized use.

c. Distributor shall adopt and maintain reasonable security procedures to ensure: a) that documents transmitted electronically are authorized, b) that its business records and data are protected from improper use, c) that the security of access codes and electronic identification codes is maintained, and d) that any confidential information is properly maintained and not disclosed to any unauthorized personnel and/or third parties.

6. LIMITATION AND DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

a. All Milwaukee products and/or accessories sold over this site are subject to Milwaukee's standard limited warranty for such products. Due to the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such content and the Service. Milwaukee and its affiliates, agents and licensors cannot and do not warrant the accuracy, completeness, currentness, noninfringement, merchantability or fitness for a particular purpose of the information on this site, or any transactions placed on this site. Milwaukee and its affiliates, agents or licensors shall not be liable to you or anyone else for any loss or damage, resulting from use of this site.

b. IN NO EVENT WILL MILWAUKEE, ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR CONTINGENT DAMAGES, INCLUDING ANY LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY OF MILWAUKEE, ITS AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE SERVICE, THE CONTENT IN THE SERVICE, OR ANY ORDER PLACED ON THIS SITE SHALL NOT EXCEED THE AMOUNT OF THE ORDER PLACED WITH MILWAUKEE, WHICH GIVES RISE TO SUCH CLAIM.

7. FEES AND PAYMENTS

You are also responsible for any fees or charges incurred to access the Service through an Internet access provider or other third party service.

8. TERM AND TERMINATION

a. This Agreement shall remain in force unless terminated in accordance with this Section 8.

b. Either Party may terminate this agreement at any time by providing the other with thirty (30) days prior notice.

c. Milwaukee may terminate this agreement immediately for breach of any provision of this agreement by Distributor.

d. Upon termination, Distributor shall no longer be permitted access to the site and all USER ID's shall be deactivated.

9. ADDITIONAL LEGAL TERMS AND CONDITIONS

a. You are responsible for all orders made and acts or omissions that occur while your password is being used and will be billed to your Distributor Account. You may not use the Service for any unlawful purpose.

b. Milwaukee may discontinue or change the Service, certain Licensed Information, or certain content within the Service, or its availability to you, at any time, and you may always terminate your access to the site at any time. This Agreement as well as your rights or obligations hereunder may not be assigned without the prior written approval of Milwaukee. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

c. This Agreement, your rights and obligations, and all actions contemplated by this Agreement will be deemed to have been accepted and executed in Brookfield, Wisconsin and will be construed in accordance with, and all disputes between the parties arising out of or relating to this Agreement will be governed by the laws of the State of Wisconsin without regard to any choice of law principles.. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

I WARRANT THAT I AM AN AUTHORIZED REPRESENTATIVE OF DISTRIBUTOR AND BY SIGNING BELOW AND DESIGNATING THE PERSON WITHIN YOUR ORGANIZATION WHO WILL ACT AS SECURITY ADMINISTRATOR I ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AS THE AUTHORIZED REPRESENTATIVE OF THE DISTRIBUTOR.

Distributor Name:

Address:

Milwaukee Account Number:

Authorized Representative:

Title:

Date:

Designated Security Administrator:

Administrator's E-Mail Address:

ACCESS TO CONNECT.MILWAUKEETOOL.COM

Thank you for your interest in working on-line with Milwaukee Electric Tool. Just a few quick steps on your part will provide us with the information we need to set up an ID and Password for your company.

- STEP 1:** Print this Internet Distributor Access Agreement.
- STEP 2:** Have the agreement signed by an authorized representative of your company.
- STEP 3:** Designate a Security Administrator for your company. This person will receive the ID and Password for your company via email. They will then have initial access to the site to set up security for other people within your organization.
- STEP 4:** Fax or scan and email completed agreements to
Customer Service: Fax Number: 800-638-9582
Email Address: metcustomerservice@milwaukeeetool.com
Attention: connect.milwaukeeetool.com
Security Administration

Any questions? Give us a call at 1-800-SAWDUST (1-800-729-3878)

We look forward to seeing you on connect.milwaukeeetool.com very soon!