

Terms of Use (Effective July 14, 2009)

This Terms of Use ("TOU") describes the terms and conditions for your access and use of the www.utilimaster.com site and any related sites in the Utilimaster.com domain (the "Website") owned by Utilimaster Corporation, a Delaware corporation ("Utilimaster", "we" or "us"). Your use of the Website constitutes your acceptance of the TOU. If you do not agree to the TOU, do not use the Website. We may change the TOU at any time without notice; modifications will be included in the TOU. It is your responsibility to check the TOU from time to time for modifications. Continued use of the Website after any modifications of the TOU will constitute acceptance of the revised TOU.

Ownership and Use of Website: The Website and its contents ("Content"), and all patent, copyright, trademark, trade dress, domain name, trade secret, and other proprietary rights therein are the sole property of Utilimaster and its third party providers. You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with this Agreement for your business needs. You agree to abide with the TOU and all applicable laws in your use of the Content. You may not store, modify, reproduce, transmit or distribute Content without our prior written consent. We may change or restrict your use of the Website and/or make changes to the products and services described on the Website at any time without notice. You agree not to use the Website in any manner that could damage, disable, overburden or impair any server, or the network(s) connected to any server of Utilimaster or its service providers, or interfere with any other party's use of the Website. You may not attempt to gain unauthorized access to the Website or any services, other accounts, computer systems or networks connected to any server or to any of the services, through hacking, password mining or any other means. Any and all caching, hypertext linking to the Website or framing of any Content is prohibited without our prior written consent. We reserve the right to disable any unauthorized links or frames. Unauthorized use of our trademarks, service marks or logos is strictly prohibited and may also be a violation of federal and state trademark laws.

Disclaimer of Warranties: THE WEBSITE AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE OR THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN ARE FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS.

Limitation of Liability: YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. IN NO EVENT SHALL UTILIMASTER OR ANY THIRD PARTY PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE WEBSITE, OR CONTENT, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY DECISION OR ACTION TAKEN IN RELIANCE UPON ANY CONTENT, ANY DELAYS, ERRORS, OMISSIONS OR INTERRUPTIONS IN DELIVERY, NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE OR THE CONTENT, OR FOR ANY TYPES OF DAMAGES OR LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Exclusion of Consequential Damages: IN NO EVENT SHALL UTILIMASTER OR ANY THIRD PARTY PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL DAMAGES OR ANY OTHER LOSS OR INJURY CAUSED IN WHOLE OR IN PART IN RELATION TO THE WEBSITE, THE CONTENT, OR THE PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE.

Additional Limitations: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THE "LIMITATION OF LIABILITY" AND "EXCLUSION OF CONSEQUENTIAL DAMAGES" SECTIONS MAY NOT APPLY TO YOU. IN THOSE CIRCUMSTANCES, AS WELL AS ANY OTHER WHERE LIABILITY OCCURS, YOU ACKNOWLEDGE THAT THE ENTIRE LIABILITY OF UTILIMASTER AND ITS THIRD PARTY

PROVIDERS UNDER THIS TOU, OR ANY MATTER RELATING TO THIS TOU OR WITH RESPECT TO THE WEBSITE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY) SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.

Indemnification: You agree to indemnify and hold harmless Utilimaster and its affiliates, officers, agents, employees, shareholders, directors and licensors from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website or the Content, your violation of the TOU, or your violation of any rights of another party.

Copyright: The Website is protected by U.S. copyright laws. Except as expressly provided under "Ownership and Use of Website" section above, you may not use, reproduce, modify, transmit, distribute or publicly display any part of the Website or the Content without our prior written consent. We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information: a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; b. A description of the copyrighted work that you claim has been infringed; c. A description of where the material that you claim is infringing is located on the Website; d. Your address, telephone number, and email address; e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our Copyright Agent for notice of claims of copyright infringement on the Website can be reached by directing an e-mail to the Copyright Agent at IS@utilimaster.com, or by letter sent postage prepaid to Utilimaster Corporation, Attention: Copyright Department, 603 Earthway Boulevard, Bristol, IN 46507.

Governing Law; Time Periods: The TOU shall be governed by the laws of the State of Indiana, USA, without reference to its choice of law rules. By accessing the Website you understand and agree that all transactions take place in Elkhart, Indiana and agree that the federal and state courts located in St. Joseph County, Indiana have exclusive jurisdiction over any disputes with us arising from or related to your use of the Website or any of the products, services, or Content on the Website. You irrevocably consent and submit to the exclusive personal jurisdiction of that court, and you irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Website, the Content or the TOU (other than a violation of our intellectual property rights hereunder) must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Security: We do not make warranties or representations regarding the security of the Website or the Content. Data sent over the Internet may be intercepted by third parties; if you are concerned about the security of your data, you should not send it over the Internet.

User ID and Password: You may be required to have a user ID and password to access certain areas of the Website. You are responsible for maintaining the confidentiality of your user ID and password and are responsible for all uses of them, regardless of whether the uses were authorized by you. We prohibit the transfer or sharing of user IDs and passwords. You agree to immediately notify us of any unauthorized use of your user ID or password or any other breach of security.

Miscellaneous: 1. The Website may contain links to third party websites. We make no representation regarding the content or accuracy of any website that you may access through the Website. USE OF SUCH SITE IS AT YOUR OWN RISK. 2. You may not link to the Website prior to obtaining our written permission, which may be withheld in our sole discretion. 3. The Website may contain information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us. 4. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. 5. You agree that we have no responsibility or liability for the deletion or failure to store any messages and other communications. You acknowledge that we reserve the right to log off accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to modify these general practices and limits from time to time. 6. We may, *in our discretion, and without prior notice*, immediately

terminate your Website account, any associated email address, and access to the Website. 7. You agree that, except as otherwise expressly provided in this TOU, there shall be no third-party beneficiaries to this TOU. 8. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. 9. The section and paragraph headings used in this TOU are inserted for convenience only and will not affect the meaning or interpretation of this TOU. 10. We reserve the right to seek all remedies available at law and in equity for violations of this TOU and the Privacy Policy (which is incorporated by reference), including, but not limited to, the right to block access from a particular Internet address to the Website. 11. This TOU, and the applicable Privacy Policy for the Website, constitute the entire agreement between you and us relating to the use of the Website. Purchases of goods and services by you from us are pursuant to the Terms and Conditions of Sale. Should any provision of our TOU be held invalid, unlawful or for any reason unenforceable, then the invalid, unlawful or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful or unenforceable provision shall not affect the validity or enforceability of the remaining provisions. 12. If you have Website questions, comments, or concerns, please email IS@utilimaster.com. Please include detail of your questions, comments or concerns and your complete name and contact information. 13. You represent that you are at least 13 years old. If you are under 13, do not use the Website. We do not intend to market any products or services to children and do not knowingly collect personal information from children under the age of 13 through the Website.