

## **AGREEMENT**

### **VTONLINE® ORDER ENTRY SYSTEM**

In consideration of the undersigned Customer participating in V-T Industries Inc. ("VTI") VTONLINE® Order Entry System ("VTONLINE®"), Customer agrees as follows:

1. **ACCESS** Use of VTONLINE® requires a password. Customer will be issued a confidential password by VTI to access VTONLINE® via the VTI Web site. Customer agrees to keep its password secret and to notify VTI if the password is lost or stolen or if a Customer believes someone else has discovered the password. VTI may accept as authentic any orders or other information received through the use of Customer's password. If Customer loses or forgets a password, VTI should be contacted immediately during normal business hours. Customer agrees that it is liable for the unauthorized use of a password until VTI is notified and the password is changed.

2. **ACKNOWLEDGMENTS** All orders received via VTONLINE® will be acknowledged by VTI via Internet response. VTI shall not be liable for any failure to receive the order due to transmitting error or equipment or system failure.

3. **EQUIPMENT** Customer is solely responsible for the equipment (including the personal computer or software) that Customer uses to access VTONLINE®. VTI is not responsible for errors or delays or Customer's inability to access the site caused by Customer's equipment.

4. **NOTICE** In the case of errors or questions contact one of the following during regular business hours (8:00 am – 4:00 pm, CST):

Mrs. Brandi Sharkey at 888.287.8356 Ext. 11431, E-mail: bsharkey@vtindustries.com

Ms. Diana Sexton at 800.827.1615 Ext. 10255, E-mail: dsexton@vtindustries.com

5. **TERMINATION** Customer may terminate this Agreement at any time upon seven (7) days prior written notice to VTI. VTONLINE® is the proprietary e-commerce service of VTI and is for the private use of its customers in good standing. VTI may terminate this service at any time at its discretion.

6. **LIMITATION OF LIABILITY** VTI SHALL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGE CAUSED BY THE SERVICES OFFERED THROUGH VTONLINE® OR THE USE THEREOF OR ARISING IN ANY WAY. VTI SHALL NOT BE SUBJECT TO AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, AND ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

7. **GOVERNING LAW** The laws of the State of Iowa shall govern this Agreement and all transactions hereunder.



Please fill out and sign this agreement & information form and e-mail to **dsexton@vtindustries.com** or fax to **712.368.4117** attention Diana Sexton

## VTONLINE® AGREEMENT & INFORMATION FORM

**NAME OF COMPANY:** \_\_\_\_\_

**COMPANY ACCOUNT #:** \_\_\_\_\_  
(EXISTING CUSTOMERS ONLY)

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

### To **ADD** New VTONLINE® **REQUIRED FOR ALL USERS**

Please type or print the following information for each person requiring a password.

First / Last Name	Phone Number	Ext.	E-mail Address

### To **REMOVE** Existing VTONLINE® Users

Please type or print the following information for each person whose password should be Inactivated/removed

First / Last Name	Phone Number	Ext.	E-mail Address