

PLATT ELECTRIC SUPPLY, INC.

ELECTRONIC COMMERCE AGREEMENT

This Agreement is between you ("Customer"), the purchaser of the products ("Products") on this web site ("Web Site" as defined below) and Platt Electric Supply, Inc. ("Platt"). The effective date of this Agreement is when you accept this Agreement in accordance with the procedures set out below:

1. **Contract Acceptance – YOUR PURCHASE OF PRODUCTS ON THIS SITE IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE APPLICABLE TERMS AND CONDITIONS AS SET OUT BELOW. IF YOU ACCEPT THESE TERMS AND CONDITIONS COMPLETE THE REQUESTED INFORMATION AND CLICK ON THE "I ACCEPT" LINK. THAT ACTION IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM.**

2. Customer's use of this Web Site is subject to Platt's Terms and Conditions of Use which are available at <http://www.platt.com/TERMSCONDITIONS.pdf> and Platt's Privacy Policy which is available at <http://www.platt.com/PrivacyPolicy.pdf>. All Product purchases are subject to Platt's standard terms and conditions of sale which are available at <http://www.platt.com/service/terms.aspx>.

3. **Definitions.** For purposes of this Agreement, the following definitions shall apply:

3.1. The term "Access Codes" shall mean the unique user identification (typically the user e-mail address), and password assigned by Platt to Customer and such other password as Customer may select from time to time.

3.2. The term "Documents" shall mean Orders and such other transmissions of data via the Web Site as the parties may agree from time to time shall constitute "Documents" for purposes of this Agreement.

3.3. The term "Orders" shall mean purchase orders placed by Customer via the Web Site.

3.4. The term "Web Site" shall mean all information, content, concepts, user and program interfaces and structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in Platt's World Wide Web site presently located at <http://www.platt.com>.

4. **Prerequisites to Electronic Transactions between the Parties.**

(a) Only those users who enter a valid Access Code shall be able to order Products via the Web Site.

(b) Customer shall take reasonable precautions to ensure that the Access Codes remain secure, including, limiting access to the Access Codes to only such of its employees as have authority to transmit Orders on behalf of Customer, and notifying Platt in writing immediately if any unauthorized usage of the Access Code is detected. Customer shall be responsible for all utilization of the Web Site accessed by means of the Access Code (whether authorized or unauthorized, and whether effected by employees or agents of Customer, or third parties).

5. Modifications. From time to time during the term of this Agreement, Platt may, in its sole discretion, elect to update, modify, change or terminate all or any part of the functionality available through the Web Site. Platt may change this Agreement at any time by posting the change to the Web. Customer's access or use of the Web Site after this Agreement has been changed constitutes acceptance by Customer of any such changes.

6. Confidentiality. The data and other information available on the Web Site are proprietary, confidential and the sole property of Platt.

7. Transactions.

7.1. Proper Receipt. Orders shall not be deemed to have been properly received, and shall not give rise to any obligation, until accessible by Platt.

7.2. Verification. Upon proper receipt of an Order, Platt shall promptly and properly transmit an acknowledgement in return.

7.3. Acceptance. An Order, which has been properly received by Platt, shall be deemed accepted, subject to approved credit and/or Product availability.

8. Transaction Terms.

8.1. Validity; Enforceability.

(a) This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

(b) Any Document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing;" and any such Document shall be deemed for all purposes (i) to have been "signed," and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

(c) The parties agree not to contest the validity or enforceability of Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

9. License.

9.1. Restrictions on Use. The Web Site is to be used only by the employees of Customer for the purchase of Product(s), and only in accordance with this Agreement. Customer may NOT, except as otherwise authorized by Platt in writing:

- (a) copy the Web Site;
- (b) distribute, rent, sublicense, or otherwise transfer or disclose, or transmit or link the Web Site electronically to any person or entity, or to the web site of any third party;
- (c) modify, translate, merge or prepare derivative works of the Web Site;
- (d) decompile, disassemble, probe or otherwise reverse-engineer the Web Site or any information, systems or functionality contained therein;
- (e) restrict or inhibit any other user from using or enjoying the Web Site;
- (f) post or transmit to Platt any unlawful, illegal, obscene or pornographic information of any kind including, without limitation, transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including, without limitation, U.S. Export Control laws and regulations; or
- (g) knowingly post or transmit to Platt any information or software which contains a virus, worm, cancelbot or other harmful component.

10. Indemnity. Customer agrees to defend, indemnify and hold Platt and its directors, officers, employees and agents harmless from any and all liabilities, costs and expenses, including reasonable attorneys fees related to or arising from (a) the use of the Web Site or the placement or transmission by Customer of any message, Document, information or other material on or via the Web Site; or (b) negligent acts or omissions by Customer in connection with the use of the Web Site.

11. Disclaimer and Limitation of Liability.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PLATT DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATIONS WARRANTIES AS TO UNINTERRUPTED OR ERROR FREE TRANSACTIONS, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

IN NO EVENT WILL PLATT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS

AND STORED DATA, PUNITIVE, EXEMPLARY, AGGRAVATED OR ECONOMIC DAMAGES, ARISING OUT OF THE PRODUCTS PROVIDED BY PLATT OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF PLATT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. IN NO CASE WILL PLATT'S TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE) BE FOR MORE THAN THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE SPECIFIC PRODUCT TO WHICH THE CLAIM RELATES. IN NO EVENT WILL PLATT BE LIABLE TO CUSTOMER FOR DAMAGES OR LOSSES RESULTING FROM VIRUSES, DATA CORRUPTION, FAILED MESSAGES OR OTHER EVENTS BEYOND THE REASONABLE CONTROL OF THE COMPANY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12. Miscellaneous.

12.1. Termination. This Agreement shall remain in effect until either party elects to terminate this Agreement with not less than thirty (30) days' prior written notice to the other party, which notice shall specify the effective date of termination. The termination of this Agreement shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination. Upon termination of this Agreement, Customer shall immediately cease using the Access Code.

12.2. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon applicable to contracts made and to be performed entirely within the State of Oregon. Any and all disputes arising out of or in connection with this Agreement shall, at the option of Platt, be resolved by binding arbitration in the State of Oregon. Venue of any arbitration or other legal action arising out of or in connection with this Agreement shall be at the sole option of Platt. The prevailing party in any such arbitration or other legal action shall be entitled to recover its attorney's fees and expenses, including expert witness fees, in addition to any other costs allowed by law.

12.3. Final Agreement. This Agreement contains the final, complete, and exclusive expression of the understanding of the parties with respect to the rights and obligations created hereunder and supersedes any prior or contemporaneous agreement or representation, oral or written, by either of them. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement may not be modified or amended by Customer except by an agreement in writing signed by each party hereto.

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