

Terms and Conditions

User Agreement

Rawhide Fire Hose (“Rawhide”) hereby offers to the “User” as identified below access to the Rawhide Distributor Login Program on the following terms and conditions:

(1) ACCEPTANCE OF TERMS

Use of the Rawhide Distributor Login Program shall constitute acceptance by the User of the terms and conditions set forth in this agreement.

(2) RAWHIDE DISTRIBUTOR LOGIN PROGRAM

To the extent authorized by Rawhide, the Rawhide Distributor Login Program grants the User access to Rawhide inventory, pricing, previous order history, and other information, data and material of Rawhide. Availability of the Rawhide Distributor Login Program is conditioned on the User having the necessary equipment.

(3) EFFECTIVE DATE AND TERM

Rawhide may terminate this agreement without notice, should Rawhide terminate the relationship with User on which access to the Rawhide Distributor Login Program was granted, should Rawhide determine that there has been any unauthorized or improper use by User or anyone acting through or with the User’s access codes of either the Rawhide Distributor Login Program, or of information, data or other materials accessible through the system, or should Rawhide elect to terminate the Rawhide Distributor Login Program.

(4) CONFIDENTIAL INFORMATION

User acknowledges that through the Rawhide Distributor Login Program user will gain access to confidential and/or proprietary information of Rawhide that has not otherwise been made publicly known by Rawhide. User acknowledges that this confidential and

proprietary information is and shall remain the property of Rawhide and that making this information available to the User shall not constitute any license or any relinquishment of any trademark, patent, copyright or any other intellectual property rights by Rawhide. User agrees to take the same steps it would take with its own confidential and proprietary information to keep the information made available under the Rawhide Distributor Login Program confidential and not to disclose it to others or use the confidential and/or proprietary information for any purpose other than in furtherance of the business relationship between Rawhide and User. User agrees to take all reasonable steps to prevent unauthorized use of the Rawhide Distributor Login Program.

(5) LIMITATION OF LIABILITY/WARRANTY DISCLAIMER

Rawhide makes every effort to provide complete and accurate information. But User agrees that Rawhide will not be liable for any damage to User or its customers arising out of any error or omission involving the information, data or other material provided by Rawhide under this agreement or under the Rawhide Distributor Login Program or for any inability by User to access the Rawhide Distributor Login Program.

RAWHIDE MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, NEITHER EXPRESS NOR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ANY DATA, INFORMATION OR OTHER MATERIAL WHICH MAY BE FURNISHED BY RAWHIDE UNDER THIS AGREEMENT OR THE RAWHIDE DISTRIBUTOR LOGIN PROGRAM. IMPROPER USE OF SUCH INFORMATION, DATA OR OTHER MATERIAL COULD CAUSE INJURY OR DAMAGE. RAWHIDE FURTHER DOES NOT WARRANT THAT THE FUNCTIONING OF THE RAWHIDE DISTRIBUTOR LOGIN PROGRAM SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE GATEWAY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

GENERAL TERMS AND CONDITIONS

This agreement between Rawhide and User shall not be deemed to create any partnership, joint venture or other legal arrangement between Rawhide and User. User shall not represent that it or its employees or agents are employees or agents of Rawhide. Nothing in this agreement shall be construed as authorizing User to create or assume any obligation or assume any liability in the name of Rawhide.

Nothing in this agreement obligates the User to purchase or Rawhide to sell any goods or services. This Agreement shall not act to modify, supersede, amend or supplement other agreements between Rawhide and Us. User may not assign any part of this agreement. This agreement may only be amended by a document in writing signed by both parties.