



Workiron.com Service Agreement

Sites And Services: The Workiron.com website offers a place for licensed dealers (sellers/buyers) of vocational equipment to come together. Workiron.com allows companies to advertise their inventory to retail buyers and other dealers and wholesalers throughout the United States, as well as Worldwide.

Site Is Only A Venue: Workiron.com is only a venue. Workiron.com does not own, have title to or possess advertised equipment. Workiron.com encourages communication between buyers and sellers, because Workiron.com is not involved with any dealings between users. In the event of a dispute with another user or buyer, Workiron.com and employees are released from and against any and all claims, demands, and damages. The relationship between you and Workiron.com is that of independent contractors, and no agency partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this agreement.

Rights To Monitor Website: Workiron.com reserves the rights to review, revise, or reject all advertising material submitted. Workiron.com may also move posted item from one category to another, and remove posted items at any time, in its sole direction.

Sellers Conduct: If an item is posted for sale, you acknowledge that you are making an offer to sell the posted item to a buyer who meets the requirements. Once an item is posted for sale, you are allowed to sell the posted item other than through the site.

Seller Warranties: As a seller, you represent and warrant that:

1. All details provided about advertised inventory are accurate and complete and shall accurately represent the conditions of the posted item at the expected sale date.
2. Companies accept all liability for content errors in published advertising submitted incorrectly to Workiron.com.
3. All posted items should not violate or cause Workiron.com to violate any applicable law, statute, ordinance, or regulation.
4. Posted items should not include any live animals, firearms, ammunitions, explosive equipment, weapons, illegal substances, or any other illegal items.

Disclaimer Of Warranties: The Workiron.com site, including all content, functions, and information made available on or accessed through the site, is provided on an "as is", "as available" basis unless otherwise listed.

Limitation Of Liability: In no event shall Workiron.com be liable for damages of any whatsoever, (be they special, incidental, consequential, or otherwise) that are directly or indirectly related to or arising from the use of, or the inability to use the site or the materials and functions related thereto; including without limitation, loss of revenue, anticipated profits or lost business or lost sales; even if Workiron.com or an authorized representative thereof has been advised of the possibility of such damages.

Billing: Billing is paid first month in advance unless a credit account was established. The billing cycle is generated at the first of the month and prorated throughout. Companies agree to pay all balances by billing due date. For payments that have not been received within 30 days, Workiron.com holds the right to cancel a company's future advertising. Charges for prior advertising will be immediately due and payable at that time.

Billing Errors: Claims for billing errors must be disputed by telephone with billing or in writing within 5 days. Written claims are to be sent to: **Workiron Inc. 2346 South Lyndhurst Dr. Suite 305 Indianapolis, IN 46241.**

Fee And Changes: This fee is for \$_____ PER MONTH for the Workiron.com dealers network for the duration of _____ MONTHS. This fee provides you a username and password for access to the Workiron.com website.

I _____ acknowledge and understand the above agreement.

Printed Name

Your Signature

Dealership

Date

Upon Completion Please Fax To 1-800-605-3540 or 317-241-0399

Office Use Only

Sales Rep: _____ Date: _____