

Subject: Dixon Distributor Login

Dear Distributor,

Dixon is pleased to announce the availability of phase one of the Dixon Distributor login program. Under your distributor account login, you will have the ability to check stock, view account information, check backorders and email orders.

We ask that you assign one Dixon Distributor System Administrator for your location. This administrator will have the ability to:

- Grant access to any / all users within your company
- Restrict access to features by individual user
- Maintain login accounts (additions, terminations)

The distributor login area is a secure application. No other distributor will have visibility of your Dixon account or pricing.

To receive a system administrator form please send an email to advertising@dixonvalve.com. Once the form has been completed and returned your assigned system administrator will be contacted when their account has been setup; at that time, the system administrator will have the ability to proceed with setting up additional accounts for your facility.

If you have any questions regarding this letter, please contact the advertising department at 800.355.1991.

Regards,



Scott Jones
Vice President, Sales & Marketing



The Right Connection™

Dixon Distributor System Administrator Form

Name: _____

Title: _____

Dixon Account #: _____

Company: _____

Address (1): _____

Address (2): _____

City: _____

State: _____

Zip: _____

Phone: _____

E-mail: _____

Country: _____

Login (6-15 characters,
all alpha-numeric): _____

Password (6-15 characters,
all alpha-numeric): _____

Signature: _____

PLEASE RETURN TO:
Advertising Department
Dixon Valve & Coupling Company
800 High Street
Chestertown, MD 21620
Fax: 800.283.4966

USER AGREEMENT

DIXON VALVE & COUPLING COMPANY (“Dixon”) hereby offers to the “User” as identified below access to Dixon’s Distributor Login Program on the following terms and conditions:

(1) ACCEPTANCE OF TERMS

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

(2) DIXON DISTRIBUTOR LOGIN PROGRAM

To the extent authorized by Dixon, the Dixon Distributor Login Program grants the User access to Dixon inventory, account information, backorder status, and other information, data and material of Dixon. Availability of the Dixon Distributor Login Program is conditioned on the User having the necessary equipment with the minimum configuration as specified by Dixon.

(3) EFFECTIVE DATE AND TERM

Dixon may terminate this agreement without notice should Dixon terminate the relationship with User on which access to the Dixon Distributor Login Program was granted, should Dixon 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 Dixon Distributor Login Program, or of information, data or other materials accessible through the system, or should Dixon elect to terminate the Dixon Distributor Login Program.

(4) CONFIDENTIAL INFORMATION

User acknowledges that through the Dixon Distributor Login Program user will gain access to confidential and/or proprietary information of Dixon that has not otherwise been made publicly known by Dixon. Such confidential and proprietary information includes inventories, manufacturing schedules, order levels, delivery schedules and other data relating to the design, manufacture, and delivery of Dixon products. User acknowledges that this confidential and proprietary information is and shall remain the property of Dixon 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 Dixon. 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 Dixon 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 Dixon and User. User agrees to take all reasonable steps to prevent unauthorized use of the Dixon Distributor Login Program, including, but not limited to Dixon inventory, account information, backorder status, and other information, data and material of Dixon.

(5) **LIMITATION OF LIABILITY/WARRANTY DISCLAIMER**

Dixon makes every effort to provide complete and accurate information. But User agrees that Dixon 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 Dixon under this agreement or under the Dixon Distributor Login Program or for any inability by User to access the Dixon Distributor Login Program.

DIXON 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 DIXON UNDER THIS AGREEMENT OR THE DIXON DISTRIBUTOR LOGIN PROGRAM. IMPROPER USE OF SUCH INFORMATION, DATA OR OTHER MATERIAL COULD CAUSE INJURY OR DAMAGE. DIXON FURTHER DOES NOT WARRANT THAT THE FUNCTIONING OF THE DIXON 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 Dixon and User shall not be deemed to create any partnership, joint venture or other legal arrangement between Dixon and User. User shall not represent that it or its employees or agents are employees or agents of Dixon. Nothing in this agreement shall be construed as authorizing User to create or assume any obligation or assume any liability in the name of Dixon.

Nothing in this agreement obligates the User to purchase or Dixon to sell any goods or services. Separate documents may exist that set forth the rights and obligations of Dixon and User in connection with the sale, promotion, distribution, packaging and delivery of products. This Agreement shall not act to modify, supersede, amend or supplement such agreements. User may not assign any part of this agreement. This agreement may only be amended by a document in writing signed by both parties.

Agreed and Accepted By:

Dixon Distributor Login Program User

Signature: _____(User)

Printed Name:_____

Title:_____

Date:_____