

WEB ACCESS AGREEMENT

THIS WEB ACCESS AGREEMENT (this "Agreement") is entered into on _____, 20__ (the "Effective Date"), by and between Actuant Corporation d/b/a Simplex, a Wisconsin corporation ("Simplex"), and _____, a _____ (the "Distributor"). Simplex and the Distributor are sometimes hereinafter referred to individually as a "Party" and together as "Parties."

WHEREAS, Simplex is a global provider of high-pressure hydraulic and mechanical products used worldwide in industrial markets.

WHEREAS, the Distributor is an authorized distributor or reseller of Simplex products, having previously entered into a distribution agreement with Simplex;

WHEREAS, Simplex operates and hosts the restricted-access e-commerce website, www.simplexwebstore.com (the "Site"), which includes an order entry function that enables distributors to place product orders online; and

WHEREAS, the Distributor wishes to gain access to the Site for its own legitimate business purposes, which are limited to: (a) viewing products and product details and determining availability in quantities desired, (b) determining available discount rates and pricing; and (c) utilizing the order entry function to place product orders online.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Web Site Access; Term.

Simplex hereby grants the Distributor access to the Site, and the Distributor hereby accepts access to the Site from Simplex, upon the terms and conditions set forth in this Agreement for the period beginning on the Effective Date and, subject to the termination provisions in Section 6 hereof, continuing as long as the Distributor has access to the Site (the "Access Period").

2. Authorized Users.

In order to access the Site, the Distributor must designate at least one employee or agent whom it wishes to authorize to act on its behalf, with respect to activities occurring on the Site, including but not limited to placing product orders online (an "Authorized User"). The Distributor will notify Simplex in writing from time to time of the individuals who are Authorized Users. Simplex will issue a unique user login identification and password to each Authorized User.

2.1 Scope of Authority. By identifying an employee or agent as an Authorized User, the Distributor warrants and represents to Simplex that each such individual has full authority to represent and act on behalf of the Distributor in activities occurring on the Site. Such authority includes, but is not limited to, entering into binding contracts for the sale of goods on behalf of the Distributor through submission of an online purchase order. This authority shall continue until such time as the Distributor notifies Simplex in writing of its request to terminate an Authorized User, in accordance with Section 2.2, or such time as this Agreement is terminated in accordance with Section 6.

2.2 Termination of an Authorized User. The Distributor may request termination of an Authorized User by providing written notice to Simplex. The Distributor must request termination of an Authorized User whenever its employment or agency relationship with that Authorized User is terminated. Termination requests will be processed in a commercially reasonable timeframe. However, the Distributor acknowledges and agrees that, until such termination is effected by Simplex, it will continue to be responsible for any activities occurring under the user login identification of the Authorized User to be terminated. The Distributor will also be responsible for all activities conducted by the Authorized User on the Site until such time that Simplex has effectively terminated such Authorized User's access rights.

2.3 Ultimate Responsibility. The Distributor agrees and acknowledges that it will bear ultimate responsibility for any activities occurring on the Site, whether conducted by the Distributor itself, or by and/or through any of its Authorized Users. Such responsibility includes, but is not limited to,

the obligation for payment of any and all products delivered as a result of requests submitted through the online order entry functionality of the Site. The Distributor also accepts liability for any acts or omissions of its Authorized Users with respect to the Site, whether such liability is owed to Simplex or some other third party.

3. Terms of Use.

The Distributor agrees and acknowledges that access to the Site directly or indirectly through its Authorized Users is subject to the website terms of use and legal restrictions (the "Terms of Use"), incorporated herein by reference. Violation of the Terms of Use, by either the Distributor or any one of its Authorized Users, is grounds for termination of this Agreement in accordance with Section 6 hereof.

4. Terms of Sale.

Purchase orders submitted through the online order entry functionality of the Site, whether submitted by the Distributor or any of its Authorized Users, constitute a binding contract for sale of goods between Simplex and the Distributor and shall be deemed complete upon submission. All purchase orders made through the Site shall be governed by the terms of the distribution agreement and the Simplex Terms and Conditions. In the event any term included in this Agreement conflicts with the terms of either the distribution agreement or the Simplex Terms and Conditions, the distribution agreement or Simplex Terms and Conditions, as applicable, shall prevail. Nothing included in this Agreement is intended to provide any warranty, either express or implied, with respect to products ordered. For general warranty information pertaining to Simplex products, please refer to the Simplex Global Warranty, available at www.tksimplex.com/html/articles.php?tid=9&aid=7 1.

5. Confidential Information.

The Distributor acknowledges that it shall gain access to Simplex' proprietary information, including products, product details and product availability, as well as the discount rates and pricing specifically offered to the Distributor by Simplex (collectively, "Confidential Information"). The Distributor may disclose Confidential Information strictly on a need-to-know basis and only to its employees or agents who require

access to the Confidential Information in order to perform their duties. The Distributor shall: (a) hold the Confidential Information in strict confidence, using the same degree (but no less than a reasonable degree) of care and protection that it exercises with its own Confidential Information of a similar nature; (b) not directly or indirectly disclose or otherwise make available any Confidential Information to a third party; and (c) not copy or use the Confidential Information for any purpose other than as necessary to fulfill the Distributor's obligations under this Agreement. This clause shall survive expiration or termination of this Agreement.

6. Termination.

6.1 Immediate Termination. This Agreement, including access to the Site granted to the Distributor and its Authorized Users, will automatically terminate upon termination of the distribution agreement between Simplex and the Distributor.

6.2 Termination for Cause. Simplex may terminate this Agreement, including access to the Site granted to the Distributor and its Authorized Users, at its discretion and with immediate effect, upon either: (a) a violation of the terms of this Agreement, including any breach of confidentiality; or (b) violation of the Terms of Use by either the Distributor or any of its Authorized Users.

6.3 Voluntary Termination. Either Party, at its discretion, may voluntarily terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the other Party.

6.4 Continuing Obligations upon Termination. In addition to the continuing obligation of confidentiality described in Section 5, the Distributor agrees and acknowledges that it will continue to be responsible for the consequences of any activities with respect to the Site that occur during the Access Period, even if such consequences are not made known to the Distributor until after this Agreement has terminated. This continuing obligation includes, but is not limited to, the obligation for payment of products delivered as a result of requests submitted through the online order entry functionality of the Site.

7. Discontinuation of the Site.

Simplex is under no obligation to continue operating and/or hosting the Site, or otherwise providing access to the Distributor or any of its Authorized Users. Simplex may, in its sole discretion, discontinue availability of the Site without notice to the Distributor. Simplex will not be liable for any damages arising from its discontinuation of the Site.

8. Notices.

All notices required to be given under this Agreement shall be in writing, and (a) delivered in person; (b) sent by facsimile with return facsimile acknowledging receipt; (c) overnight courier with proof of delivery; or (d) United States Postal Service certified or registered mail, return receipt requested, postage prepaid, to the following addresses:

Simplex

Actuant Corp. d/b/a Simplex
777 Oakmont Lane, Suite 800
Westmont, Illinois 60559
Attn.: Distributor Inquiries/Orders
Fax No.: 630.590.6954

Distributor

[Name] _____
[Address] _____
[City, _____
[State, Zip] _____
[Attention] _____
[Fax No.] _____

The foregoing addresses may be changed by either of the aforesaid Parties, and additional

persons may be added thereto by notifying all of the other Parties hereto in writing and in the manner herein above set forth.

9. Indemnification.

The Distributor agrees to defend, indemnify and hold Simplex harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to this Agreement, including the use or misuse of the Site by either the Distributor or any of its Authorized Users, or due to acts or omissions of the Distributor or any of its Authorized Users.

10. Disclaimer.

Simplex does not warrant the accuracy and completeness of content on the Site and cannot be held responsible for any action taken in reliance upon such information. The Distributor and its Authorized Users assume all risks related to use of the Site and its content. ALL INFORMATION, INCLUDING ANY CONTENT, PROVIDED ON THE SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. SIMPLEX DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. The exclusions above may not apply in some jurisdictions where the exclusion of implied warranties is not allowed.

11. Limitation of Liability.

NEITHER SIMPLEX NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE, INCLUDING ANY CONTENT DISPLAYED OR ACCESSED THROUGH THE SITE, SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF ACCESS, USE, OR INABILITY TO USE THE SITE OR ANY WEBSITES LINKED TO THIS SITE, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF ANY OR ALL SUCH SITES WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. THE DISTRIBUTOR AGREES AND ACKNOWLEDGES THAT ITS SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE SITE IS TO CEASE TO USE THE SITE. OTHER RIGHTS APPLICABLE RIGHTS MAY VARY FROM STATE TO STATE.

12. Applicable Laws.

This Agreement will be governed by and construed in accordance with the laws of the United States of America and more particularly the laws of the State of Wisconsin without giving effect to any principles of conflicts of laws. Simplex makes no representation that materials or services at the Site are appropriate or available for use outside the United States, and access to them from territories where their contents are illegal is prohibited. The Distributor and its Authorized Users are prohibited from using, or exporting or re-exporting the materials or services on the Site or any copy or adaptation in violation of any applicable laws or regulations including without limitation U.S. export laws and regulations. If the Distributor or its Authorized Users choose to access the Site from outside the United States, they do so on their own initiative and are responsible for compliance with applicable local laws. The Distributor agrees that any cause of action or claim that you may have relating to this Agreement or the Site must be made or instituted within one year of when the cause of action or claim accrued.

13. Modification.

Neither this Agreement nor any provision hereof shall be amended or modified (or deemed amended or modified) except by an agreement in writing duly executed and acknowledged with the same formality as this Agreement by the Parties hereto and expressly stating an intent to amend this Agreement.

14. Entire Understanding.

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, who hereby acknowledge that there have been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

15. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall be deemed one and the same document.

IN WITNESS WHEREOF, the Parties hereby indicate their agreement to the terms herein by the signatures of their authorized representatives, as of the day and year first written above.

Simplex

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Distributor

Signature: _____

Printed Name: _____

Title: _____

Date: _____