

Eaton Global eCommerce Trading Partner Agreement

THIS electronic commerce (eCommerce) TRADING PARTNER AGREEMENT (the "Agreement") is made between Eaton Corporation, an Ohio corporation, with offices at 1111 Superior Avenue, Cleveland, Ohio 44114 ("Eaton") and the entity accepting the terms hereof ("Trading Partner").

1. If you are representing a trading partner, clicking the accept button for this agreement on behalf of the trading partner acknowledges that:
 - a. I am the individual authorized to accept these terms on behalf of Trading Partner,
 - b. This Agreement is binding on the entity as if executed in writing, and
 - c. The individual who activated the accept button has the appropriate authority to act on the behalf of Trading Partner.
2. **Agreement to Use eCommerce.** Eaton and Trading Partner each agree to transact business electronically. If the web site is unavailable, Trading Partner may use other means of commerce communication already established until the web site is available again. Eaton will make reasonable attempt to notify Trading Partner of planned outages. If Trading Partner discovers unplanned outages, Trading Partner will promptly notify Eaton.
3. **Scope.** This Agreement facilitates the exchange of information by electronic means between the parties. Except to the extent specifically set forth, the Agreement does not:
 - a. Extend to the significance or effect of the information or communication actually exchanged, or
 - b. Preclude contract formation or construction with reference to other writings or conduct between the parties recognizable under applicable law.
4. **Standards.** Where published industry standards exist (EDI Standards), the parties will transmit documents in compliance with those published industry standards. Where no published industry standards exist, the parties will agree upon the standards under which the documents are transmitted.
5. **Third Party Service Providers.** The parties will transmit all documents electronically either directly or through any third party service provider. Additional information regarding doing business electronically with Eaton can be found at this web address: <http://www.eaton.com/EatonCom/OurCompany/DoingBusiness/index.htm> Each party is responsible for:
 - a. The costs of any third party service provider with which it contracts and
 - b. The acts or omissions of its third party service provider in transmitting, receiving, storing or handling documents.
6. **Security Procedures.** Each party is required to use security procedures, including passwords or codes, to ensure that all transmissions are authorized and to protect its business records and data from improper access. If an individual is no longer eligible to access the programs and materials, the Trading Partner must promptly take action to de-activate all passwords that enable that individual to have access.
7. **Confidentiality.** Trading Partner acknowledges that the programs and materials accessed pursuant to this Agreement are proprietary and confidential information of Eaton. Each party must maintain the confidentiality of all information that it receives in transmissions on the programs and materials with at least the same degree of care, but not less than reasonable care, that it uses to protect its own confidential or proprietary information. Confidentiality of the confidential or proprietary information extends for a period of 5 years from the date of receipt of by the receiving party unless extended by mutual written agreement between the parties. Each party is permitted to disclose confidential or proprietary information if it is required by governmental rule, regulation, statute or order, provided the party required to disclose the information timely notifies the other party of that requirement, and provides assistance, at the information owner's expense, in order to allow the other party to contest the disclosure requirement. Each party is permitted to disclose confidential or proprietary information with the advanced written consent of the other party. This obligation of confidentiality does not apply to information which
 - a. Was in the public domain at the time of receipt,
 - b. Entered the public domain through no fault of the receiving party after the receipt by the receiving party,
 - c. Was in the receiving party's possession free of any obligation of confidence at the time of receipt by the receiving party,
 - d. Was rightfully communicated to the receiving party free of any obligation of confidence after the receipt by the receiving party,
 - e. Independently developed by the receiving party without reference to information.
8. **Verification.** Upon proper receipt of any EDI document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise agreed by the parties.
9. **Validity and Enforceability.** Any document properly transmitted under this Agreement is a "writing" or "in writing".
10. **Indemnification.** Trading Partner agrees to indemnify Eaton, its affiliates, officers, directors, employees, consultants and agents from any third party claims, liability, damages, or costs (including attorneys fees) arising from Trading Partner's
 - a. Use of any website or the software,
 - b. violation of any terms of use or
 - c. Infringement, or infringement by any other user of Trading Partner's account, of any intellectual property or other right of any person or entity.

11. Limitations. Neither party is liable to the other for any loss of profits, loss of information, or any indirect, special, incidental, consequential, or any other damages of any kind related to the exchange of electronic documents or arising as a result of any delay, omission or error in the electronic transmission or receipt of any data or electronic document as contemplated under the term of this Agreement. Neither party is liable for any failure to perform its obligation in connection with any transaction or any document, where the failure results from any act of God or other cause beyond the party's reasonable control (including, without limitations, any mechanical, electronic or communications failure) which prevents the party from transmitting or receiving any documents.

12. Laws. The Uniform Commercial Code (as enacted in Ohio) or the UN Convention for Contracts for the International Sale of Goods (CISG) (with respect to transactions among parties of different CISG signatory countries) applies. The specification of data elements in applicable EDI Standards is not intended to alter the applicable provisions of the applicable law with regard to the formation or construction of contracts.