ONLINE ORDERING SYSTEM AGREEMENT

This is an agreement between UAC and the account holder ("Customer")

UAC is a supplier of auto and truck air conditioning and cooling parts and the Customer is currently a purchaser of these parts from UAC.

UAC has established an online ordering system that will allow the Customer to order parts from UAC online.

Customer’s UAC Account Number: _________________

Customer’s UAC Account Name: ______________________________________________

The Customer legal entity is (underline): a person, partnership, corporation, or other (please specify): _______

The Customer must provide UAC with the name of the authorized contact for online ordering, which may be the Customer or another person. Once an individual has been authorized to be the contact, that person will be referred to as the authorized Administrator/contact ("Administrator") with respect to the Customer account. The combination of Administrator e-mail and 4-digit pin code will grant the Administrator access to the online ordering system’s administrative controls for Customer account.

Requirements of Customer for listing the Administrator for the UAC online ordering system

- If a person: a letter signed by that person, indicating the full name of the person that will be the Administrator of Customer online account.
- If a partnership: a letter signed by the managing partner or majority stock holder, indicating the full name of the person that will be the Administrator of Customer online account.
- If a corporation: a letter signed by the President of the corporation, indicating the full name of the person that will be the Administrator of Customer online account.
- If other: UAC reserves the right to proceed to require a proper authorization form to be signed by the proper person, indicating the full name of the person that will be the Administrator of Customer online account.

Rights of Administrator

- The only individual to be notified about purchases made for Customer account using the UAC online ordering system
- Purchase products from UAC through the online ordering system to the account of Customer
• Authorize individuals within the Customer organization to purchase products from UAC though the online ordering system for the Customer account.
• Authorize individuals outside Customer organization (third party) to purchase products from UAC through the online ordering system, and payable through the Customer account.
• Authorize individuals for access to “My Account” (transactional documents) and credit card usage.

Enter Administrator Name: ____________________________________________________________

Enter Administrator Email: ___________________________________________________________

Enter Administrator 4-digit Pin code: _________________________________________________

Enable “My Account” on Customer Account (Yes/No): ______

Enable Credit Card usage on Customer Account (Yes/No): ______

The Administrator will be responsible for assigning user names and passwords (“logins”), and configuring them with the level of pricing and other requirements the logins are associated with. Every time a transaction is executed by an individual with logins that were provided by the Administrator to the UAC online ordering system, the Administrator will be emailed immediately after the transaction, and receipt of transaction confirmation will be assumed 24 hours after the transaction. The price structure for the logins will be configured by the Administrator.

The Customer will be responsible for payment of any online order placed on the Customer account. The transaction confirmation is only provided by UAC as a service to supply Customer information for its record or to be able to bill its own Customer.

If none of the logins are tied to a pricing structure, the pricing for online ordering will be the price list provided to the Customer by UAC.

The Customer is responsible for all credit transactions under his/her account, and is responsible for abiding by the credit card terms and conditions outlined below:

1. Credit Card Authorization Form
   • If you are a recurring customer, or your order exceeds $300, you must sign a credit card authorization form (http://www.uacparts.com/Downloads/CreditCardAuthorizationForm.pdf)
   • UAC only accepts Visa and MasterCard

2. Warranty and Product Return Policy
   • We do not accept chargebacks, in order to obtain credit, you must follow the process described in the Warranty and Product Return Policy
   You must acknowledge that you have read and accept the UAC Warranty and Product Return Policy (http://www.uacparts.com/Downloads/WarrantyAndProductReturnPolicy.pdf)

3. Currency
   • The transaction will be conducted in US Dollars

4. Shipping
• Shipping methods available are FedEx, UPS and USPS
• Shipping estimates provided on the website are simply estimates, if there are any changes you will be notified within 48 hours by e-mail

5. Products
• You are familiar with the type of products included on the UAC website

6. Contact Person
• You have been informed of the contact person at UAC that will handle your purchase

7. Authorization
   By entering your credit card information:
   • You are stating that you are an authorized user of the credit card and that the associated information entered (account holder name, account number, billing address, type of credit card, expiration date, CVV2 code, shipping address, etc.) is accurate
   • You authorize UAC to charge the amount you have requested to your credit card
   • If you set up automatic payments, then you authorize UAC to charge the amount due for the invoice being paid to the credit card
   • You also authorize UAC to return to your credit card any funds due to you by UAC resulting from use of this Service

8. Charges
• For each transaction, in addition to the charge you have authorized, your credit card issuer and network may assess their customary transaction or handling charge, if any
• If a charge is declined or reversed by the credit card issuer or network, you agree to pay us a service charge and to reimburse us for all reasonable costs of collection. Your credit card issuer may also assess its customary charge for such transactions

9. Dishonored Requests for Payments
• If your credit card issuer or network does not honor an online payment transaction, then we have the right to charge the amount of any such transaction to your account or to collect the amount from you
• If your credit card issuer or network does not honor an online payment transaction, we may terminate any or all Service, and we may cancel your right to participate in the online payment program

10. Confirmation of Payment
• By clicking “Submit,” you are consenting to receive a one-time confirmation of this payment electronically to the email address you have provided to us
• If you set up automatic payments, then you are consenting to receive a one-time confirmation of each payment electronically to the email address you have provided to us

11. Violation of the Terms and Agreements
• In the case that UAC is forced to incur fees in order to collect on your account or dispute chargebacks, we will a) transfer these fees to you, b) terminate your account with UAC

Privacy Policy:

1. Our Commitment to You
• UAC will safeguard the confidentiality and security of the information we obtain from you. This notice describes our privacy policy as it relates to the collection, protection and disclosure of such information resulting from credit card transactions only

2. Collection of Information
• UAC will collect and use information obtained from credit card transactions only for business purposes. These business purposes include the payment of purchases posted and balances outstanding
3. Protecting Your Credit Card Information
   • The credit card information provided by you to UAC will be stored in a confidential manner
   • Our employees may access such information only when there is an appropriate business reason to do so, such as when a refund must be issued back to the credit card. We maintain physical, electronic and procedural safeguards to protect your information, and our employees are required to follow these privacy standards.

4. Disclosure of Your Information
   • UAC does not disclose any nonpublic information (such as credit card number and their expiration dates) about our customers or former customers to anyone, except as required by law. We disclose information only when it is necessary for the conduct of State or Federal government business, or under circumstances where disclosure is required by law. Information may also be disclosed for audit purposes, to regulatory agencies or for other general administrative services. We do not disclose information about you to other entities who may want to sell their products to you.

5. Transaction Security
   • UAC’s website uses Secure Socket Layer (SSL) protocol to ensure transaction security. UAC will provide copies of the transaction record in an electronic format, but does not accept credit card numbers via e-mail for security reasons.

Customer Signature: ____________________________________________________________

Customer (Print Name): __________________________________________________________

Date: _________________________________________________________________________

Please fax, scan to e-mail or mail this document after completion to UAC for your account to be created in the UAC online ordering system.