

## YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. Membership Agreement

This YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. Membership Agreement (this “Agreement”) describe the terms and conditions applicable to the use of the service (the “Service”) provided by YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. Co. Ltd. (“YANMAR CONSTRUCTION EQUIPMENT CO.,LTD.”) at the website <http://webyanmar.com> (the “Site”) so that YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. provide information on the used construction equipments (the “Item”) and its related service to registered buyers (the “Member”) by granting the membership (the “Membership”).

ANY ITEM OFFERED FOR SALE THROUGH THE SITE IS INTENDED FOR THE USE OUTSIDE OF NORTH AMERICA AREA.

Any applicant who wishes to become a member of the Site must agree this Agreement.

### Article 1. Membership

1. Only applicant who is approved by YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. can be the Member, by submitting the member application information (the “Application”).
2. Only dealers of used construction equipment located either in Japan or overseas except the United State of America are entitled to become the Member.
3. The member must agree that the products purchased from YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. (the “Product”) shall not be exported or re-exported via third party, directly or indirectly, to the United States of America.
4. YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. reserves the right to disapprove the Application for any reason, at its sole discretion. YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. shall not be obligated to inform any disapproved applicant of the reason of disapproval.
5. In addition, YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. reserves the right to terminate the Membership for any reason, at any time and from time to time, at its sole discretion.

### Article 2. Change of this Agreement

1. YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. may, at its sole discretion, change, modify add or remove any portion of this Agreement, in whole or in part, from time to time, by posting such changes on the Site.
2. The changes will be effective seven days after the posting. The Member agrees to periodically review this Agreement to be aware of any changes. The periodical review of this Agreement constitutes the agreement to such changed agreement.

### Article 3. ID and Password

1. After receiving the Application, YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. will submit the results of the evaluation to the applicant by a courier service. To the applicant who is accepted by YANMAR CONSTRUCTION EQUIPMENT CO.,LTD., both “YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. Membership Agreement” and “Terms and Conditions” will be enclosed for signature as the proof of the acceptance.
2. After YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. receiving the signed “YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. Membership Agreement” and “Terms and Conditions”, ID and Password will be notified to the new Member.
3. The Member is fully responsible in all respects for all use of and for protecting the confidentiality of ID and Password.
4. The Member shall not disclose or make available use of ID and Password to any third party nor make use for any purpose other than those of the Site.
5. The Member shall be responsible for all loss or liability caused by the use of ID and Password.

6. Yanmar can decide to delete the member's ID and password after the notice by mail etc. if the member and Yanmar have not had business for one to two years.

#### Article 4. Change of Password

The Member can change the Password at any time without prior notice or acceptance by YANMAR CONSTRUCTION EQUIPMENT CO.,LTD..

#### Article 5. Modifications to the Service

1. YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. reserves the right, for any reason, at its sole discretion, to terminate, modify or change the Service, including, but not limited to content, features without prior consent of the Member.
2. YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. will temporarily stop the Service without notice for the following cases;
  - A) periodical or urgent maintenance
  - B) unexpected accidents
  - C) when YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. judge it is necessary in view of technical or operational points
3. YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. is not responsible for any service interruption.

#### Article 6. Communication Cost

The Member shall maintain communication terminal at his own cost.

#### Article 7. Disclaimer of Warranty

1. The Site and Service, including all contents, functions, materials and information are provided by YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. on an "AS IS WITH ALL DEFECTS" and "AS AVAILABLE" basis. YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
2. Without limiting the generality of the foregoing, YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. Makes no warranty that;
  - A) The information that may be obtained from the use of the Site will be accurate or reliable.
  - B) he Service under the Site will be uninterrupted, timely, secure, error free, or the defects will be corrected.
  - C) The Product satisfies any safety requirement in any jurisdiction.
3. Any material download or otherwise obtained from the Service is done at the Member's own discretion and risk, and the Member will be solely responsible for any damage to his computer system or loss or data results from the download.
4. No advice or information, whether oral or written, obtained by the Member from YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. or through the Service shall create any warranty.

#### Article 8 Limitation of Liability

YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. or Yanmar Diesel Engine Co., Ltd., shall not be liable for any direct or indirect, incidental, special, consequential or exemplary damages, whether or not YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. had any special reason to foresee such damages, including without limitation, damages for loss of profit, goodwill, data, lost business, lost sales, or other intangible losses, resulting from;

- A) the use of or the inability to use the Site
- B) the use or the inability to use the Products
- C) unauthorized access to the Site or alteration of data and

D) statement or conduct of any third party on the Service

#### Article 9. Indemnification

The Member, defend and hold YANMAR CONSTRUCTION EQUIPMENT CO.,LTD., its current and past officers,directors, partners, agents, representatives, employees, parents, subsidiaries, affiliates, predecessors and successors including but not limited to, YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. (the “Indemnified Parties”), harmless from and against any and all claims, losses, damages, liabilities, judgments and fees and expenses related thereto (including, without limitation, reasonable attorney's fees) incurred by an Indemnifying Party in connection with any claims arising out of, based upon or resulting from any breach or violation by the Member of this Agreement or any use by the Member of the Service or the Site.

#### Article 10. Copyright

YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. owns the copyright of the Site. The Member is hereby licensed 3 to download any materials contained in the Site only for personal and non-commercial purpose. Nobody is allowed to use of the contents, logo or other proprietary graphic, or trademark of this Site without prior consent of YANMAR CONSTRUCTION EQUIPMENT CO.,LTD..

#### Article 11. Termination or suspension of Membership

YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. reserves the right, at anytime, with its sole discretion, to terminate or suspend the Membership with prior notice in the following cases;

- A) when YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. found any false information in the Application
- B) when YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. found the Member disturb the operation of the Site
- C) when YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. found the Member fail to control of its ID and Password
- D) when YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. found the Member breached any of the terms and conditions of this Agreement
- E) when YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. judged the Member is not qualified as Member

#### Article 12. Withdrawal of Membership

The Member shall notify YANMAR CONSTRUCTION EQUIPMENT CO.,LTD. of withdrawal of Membership

#### Article 13. Arbitration

Any and all dispute arising from this Agreement shall be settled by arbitration in Osaka, Japan in accordance with the rules of procedure of the Japan Commercial Arbitration Association. The award of arbitration shall be final and binding upon the parties and judgment on such award may be entered in any court on tribunal having jurisdiction hereof.

#### Article 14. Governing law and language

This Agreement shall be governed by and construed in accordance with the laws of Japan.  
The official text of this Agreement shall be in the English language.

#### Article15. Export control policy

In compliance with international security export control agreements and related laws and regulations of Japan,

Yanmar Construction Equipment CO., LTD. implements an export control policy to achieve the following corporate policy as high priority. Customers must indicate your understanding of this policy by signing and returning to us with the proforma invoice. Please note that your signing does not prevent or limit your lawful business activities.

In compliance with the multilateral security export control agreements aiming at preventing the international proliferations of Weapons of Mass Destruction and their delivery system such as nuclear, chemical, biological weapons and missiles (WMD), Yanmar Construction Equipment CO., LTD. makes every effort to ensure that the item will not be used in activities related to development, production, use and storage (hereinafter called "Development and others") of WMD.

In line with the policy of the multilateral security export control agreements and Japanese government not to export WMD and their components and facilities using for Development and others of WMD, Yanmar Construction Equipment CO., LTD. restricts transactions of items that may be used for Development and others WMD.

### Basic Terms and Conditions

Payment: T/T or L/C at sight Remittance(JPN ¥) in advance within 15days after the date of our Proforma Invoice

Time of Delivery :FOB Japanese port basis within(1)month after your remittance

Place of Delivery: FOB Japanese port," where is" condition

Our Bank Account : The Bank of Tokyo-Mitsubishi UFJ, LTD. Osaka-Chuo Branch (Swift Code no. BOTKJPJT) Saving Account No. 3004674

Account name YANMAR CONSTRUCTION EQUIPMENT CO.,LTD.

Cancellation: We can not accept any cancellation as a general rule.

Warranty: As is (No Warranty)

CE Marking (In EC):To be arranged by buyer

Others

(1)Subject to prior sale

(2)Subject to our final confirmation

(3)Transportation and insurance can be arranged on your request

Information of Arm Crane:

Arm crane is for only Japanese specification, and is not fully applied for overseas regulation.

So, the hook of export machine will be moved off.