



Systems Material Handling Co.
PO Box 1245
Olathe, Kansas 66051

cathyd@smhco.com
(800) 255-4109
FAX (913) 764-7278

AGREEMENT NUMBER	
USER CONTACT	
TELEPHONE	
FAX	
E-MAIL	

Information Resource Management Network® User Agreement

Hyster Dealer	
CONTACT	

USER

DEFINITIONS:

SMH - Systems Material Handling Co. (SMH) providing the Information Resource Management Network® (IRMN®) to sell UNISOURCE/TotalSource® parts and accessories.

Hyster Dealer - The authorized Hyster dealership that is reselling UNISOURCE/TotalSource® parts and accessories through the IRMN® private intranet to companies who are the (user) purchaser of the UNISOURCE/TotalSource® parts and accessories.

User - A company who is purchasing the UNISOURCE/TotalSource® parts and accessories (from the Hyster dealer) by means of the IRMN® network.

Systems Material Handling Co. (SMH) and _____ (Hyster Dealer)
and _____ (User)
agree that the following terms and conditions shall apply to this Agreement.

SMH will provide User with the necessary assistance to gain access to SMH's Information Resource Management Network® (IRMN®) for the purpose of checking stock availability, pricing, direct order entry, order history, backorder delivery dates, cross reference information, part inquiry, quick reference, TotalSource® catalog network, digital image catalogs, and the SMH virtual library. SMH will provide an operating manual and technical assistance as necessary. There is certain required software and Internet service the user is responsible to have or obtain.

The User agrees to provide the necessary minimum hardware requirements. User acknowledges that access to SMH's Information Resource Management Network® is limited to the purposes previously stated and that any attempt to access

other areas of SMH's Information Resource Management Network® will result in the termination of this Agreement and may subject User to liability.

The User will not make the SMH customer number and password available to any person or persons outside their own business establishments or their authorizing Hyster Dealer.

This Agreement may be terminated by the Hyster Dealer, User, or SMH at any time or by any reason or breach of any of the provisions of this Agreement. Upon termination of this Agreement Hyster Dealer and User agree to return all copies of SMH operating manual and documentation.

An initial fee of \$100 is payable on the execution of this Agreement by the Hyster Dealer and an annual software maintenance fee of \$100 will be assessed on each anniversary date of the Agreement. The User is entitled to receive any enhancements or updates as they become available. Initial and maintenance fees are subject to change.

The Hyster Dealer will be invoiced for all the parts and products ordered by the User and is responsible for payments of all User purchases under the Hyster Dealer's standard terms. It will be the Hyster Dealer's responsibility to re-invoice the User for all the parts and products ordered by the User and the User is responsible for payments to the Hyster Dealer for all User purchases under the terms provided by the Hyster Dealer.

Accepted by:

Systems Material Handling Company

Authorized Signature
Title
Date

Hyster Dealer

I have read and understand, and hereby agree to the terms and conditions of this Agreement
Company Name
Authorized Signature
Name (Type or Print)
Date

User

I have read and understand, and hereby agree to the terms and conditions of this Agreement
Company Name
Authorized Signature
Name (Type or Print)
Date

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Information Resource Management Network® Designation Agreement

Hyster Dealer	
CONTACT	

USER

MARK-UP	
NAME	
SIGNATURE	

Hyster Dealer must choose the mark-up percentage to be added to Hyster Dealer costs. All SMH invoices will be billed at Hyster Dealer cost plus 6% and applicable freight charges.

User packing list indicates the User price. (User price = Hyster Dealer's cost plus chosen mark-up)

Accepted by:

Systems Material Handling Company

Authorized Signature
Title
Date

Hyster Dealer

I have read and understand, and hereby agree to the terms and conditions of this Agreement
Company Name
Authorized Signature
Name (Type or Print)
Date

