



CORE & MAIN LP ("CORE & MAIN") WEBSITE TERMS OF USE

AGREEMENT

Please read these Website Terms of Use ("Terms") carefully. Your access to, and use of, this web site ("Site") is subject to these Terms, which Core & Main LP ("Core & Main") may change at any time without notice. All information, communications, software, scripting, photos, text, video, graphics, music, sounds, images and other materials and services found on the Site (collectively "Content") is intended for lawful use by Core & Main customers, employees and members of the general public who are over the age of 13, and citizens of the United States or Canada. The Site is controlled and operated in whole or in part by Core & Main from its offices within the United States. Core & Main makes no representation that these materials are appropriate or available for use in other locations, and access to them from territories where Content is illegal is prohibited. Those who access the Site from other locations do so at their own risk and are responsible for compliance with applicable local laws. You acknowledge that Core & Main reserves the right in its sole discretion to refuse or terminate your access to the Site at any time. By using this Site, you agree to be bound by these Terms. You represent you have the legal authority to accept these Terms on behalf of yourself or any party you represent. If you do not agree to these terms, please do not use the Site.

COPYRIGHT NOTICE

This Site and the Content are copyright protected in the name of Core & Main LP and its Affiliates. Any unauthorized use of any Content at this Site may violate copyright, trademark, and/or other laws. You may download one copy of the Content on this Site on a single computer for your personal, non-commercial internal use only, unless specifically licensed to do otherwise by Core & Main in writing. This is a license, not a transfer of title, subject to restrictions that you may not: a) modify the Content or use it for any commercial purpose, nor make any public display, performance, transfer, sale, rental, distribution, transmission, reproduction, or license of, or create derivative works from, Content from this Site; b) decompile, reverse engineer, or disassemble software Content except and only to the extent permitted by applicable law; (c) remove any copyright or other proprietary notices from the Content; or (d) transfer the Content to another person. You agree to prevent any unauthorized copying of the Content. Further, the Core & Main copyright notice must appear on all copies of the Content and no modifications of any Content may be made.

TRADEMARKS

There are a number of proprietary logos, service marks, trademarks, slogans and product designations on this Site. By making them available, Core & Main is not granting you a license to use them in any fashion. Access to this Site does not confer upon you any license under any of Core & Main's or any third party's intellectual property rights.

No Core & Main trademark or service mark may be used as a hyperlink without Core & Main's prior written permission.

DISCLAIMER

ALL CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL CORE & MAIN OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE OR ITS CONTENT, EVEN IF CORE & MAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. CORE & MAIN AND ITS SUPPLIERS FURTHER DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT. CORE & MAIN MAKES NO COMMITMENT TO UPDATE THE CONTENT.

FURTHER, CORE & MAIN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE CONTENT OF THE SITE OR ANY OTHER WEBSITE LINKED TO OR FROM THE SITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF CONTENT, OR USE OF THIS SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CORE & MAIN SHALL BE DEEMED TO ALTER THIS DISCLAIMER OF WARRANTY, OR TO CREATE ANY WARRANTY.

LIMITATION OF LIABILITY

CORE & MAIN WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THIS SITE, ITS CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE FAILURE, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF CORE & MAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, CORE & MAIN'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT OR OTHERWISE, ARISING OUT OF YOUR USE OF THIS SITE, ITS CONTENT OR LINKS, SHALL NOT EXCEED THE AMOUNT YOU PAID TO ACCESS THIS SITE.

REVISION

Core & Main may modify, suspend, withdraw or discontinue, temporarily or permanently, the Content, or the products described therein in whole or in part, at any time without notice. You agree that Core & Main shall not be liable to you or to any third party for any modification, suspension, withdrawal or discontinuance of the Content. By using the Site, you agree to be bound by any such revisions and you agree to periodically visit this page to determine the then-current web site Terms to which you are bound.

TERMINATION

Core & Main, in its sole discretion, may terminate or restrict your use or access to this Site (or any part thereof) for any reason, including, without limitation, that Core & Main believes you have violated or acted inconsistently with the letter or spirit of these Terms, or the terms, conditions, or rules of a sweepstakes, contest, or other promotion contained within the Site.

COMPLIANCE WITH LAW

You acknowledge your obligation to comply with all applicable laws and regulations, including without limitation U.S. export and re-export control laws and regulations regarding the transmission of technical data exported from the United States or the country in which you reside. You further agree to comply with all local laws, regulations and rules regarding online conduct and acceptable content.

LINKS TO OTHER MATERIALS

If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk. You must take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. References on this Site to any names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. Core & Main makes no representation or warranty as to any third party Content, products or services, and you agree that Core & Main shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, products or services available on or through any such site or resource.

SUBMISSIONS

NEITHER CORE & MAIN NOR ANY OF ITS EMPLOYEES ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN CORE & MAIN PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO CORE

& MAIN. IF, DESPITE OUR REQUEST, YOU SEND US YOUR IDEAS AND MATERIALS, PLEASE UNDERSTAND THAT CORE & MAIN MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

Core & Main does not claim ownership of the materials you provide to Core & Main (including feedback and suggestions). However, by providing your Submission you are granting Core & Main, its affiliated companies and necessary sublicensees a non-exclusive, worldwide, irrevocable, royalty free license to use your Submission in connection with the operation of its businesses including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights to any Core & Main supplier.

You warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

If you choose to participate in a promotion or other Core & Main-sponsored activity ("Web Site Activity"), you agree to comply with any rules or regulations governing such Web Site Activity. Additionally, as a condition of your continued participation in the Web Site Activity, you agree not to: 1) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; 2) harm minors in any way; 3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; 4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Web Site Activity; 5) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); 6) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; 7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; 8) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; 9) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; 10) "stalk" or otherwise harass another person or entity; or 11) collect or store personal data about other users. You agree that violation of any of the foregoing will result in your immediate disqualification from participating in the Web Site Activity, and may result in additional legal actions by Core & Main.

[Back to Top](#)

PRIVACY

Although Core & Main provides certain encryption in an effort to protect the electronic transmission of credit card numbers or Social Security numbers ("Financial Information") and other information that you submit to Core & Main through the Site, no transmission system or data network can be guaranteed to be 100% secured. As a result, Core & Main does not guarantee the security of any information transmitted to or from the Site. You understand and agree to assume the security risk for any information you provide using the Site.

Other than the Financial Information, you agree not to send any confidential or proprietary information to Core & Main through the Site. Except for the Financial Information or personally identifiable information relative to you, any information you do send to Core & Main through the Site will be deemed NOT to be confidential ("Non-Confidential Information"). For any Non-Confidential Information you do send, post or submit you hereby: (1) grant Core & Main an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute the Non-Confidential Information; (2) agree that Core & Main is free to use any ideas, concepts, know-how or techniques that you send Core & Main for any purpose whatsoever without compensation to you or any other person sending the Non-Confidential Information; and (3) represent and warrant that you own or otherwise control all of the rights to the Non-Confidential Information and that public posting and use of your content by Core & Main will not infringe or violate the rights of any third party. Your personally identifiable information you submit to us shall be treated in accordance with our [Privacy Notice](#).

You are prohibited from posting or transmitting to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

Core & Main's collection and use of personally identifiable information about you is subject to our [Privacy Notice](#). This Site is intended for use by persons over the age of 13. Core & Main does not seek to collect information about children under the age of 13. No information should be submitted to or posted on this Site by users under 13 years of age. Core & Main encourages parents to take an active role in their children's use of the Internet, and to inform them of the potential consequences of providing information about themselves over the Internet.

PRODUCTS

While we will use our best efforts to fulfill all customer orders, Core & Main cannot guarantee availability of any particular product displayed on this Site. The prices of products displayed on this Site are quoted in U.S. dollars and are valid and effective only within the United States. Our goal is a 100% error-free Site. We also strive to make our catalogs error free. If price errors are discovered, they are promptly corrected on our systems, and the corrected price will apply to your order. We will notify you if your order includes items that were incorrectly priced. For further information regarding your product purchases, please read our Terms of Sale carefully.

The Terms of Sale contains very important information about your rights and obligations as well as limitations and exclusions that may apply to you.

GENERAL INFORMATION

These Terms and other Core & Main documents cited herein constitute the entire agreement between you and Core & Main and govern your use of the Site, superseding any prior agreements between you and Core & Main relating to your use of this Site. You will be subject to additional terms and conditions when you purchase products, participate in a sweepstakes, contest or other promotion, or use or download software. If any provision of these Terms is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of the Terms. The failure of Core & Main to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. By accessing the Site you agree that the statutes and laws of the United States and the state of Missouri, USA, without regard to conflicts of laws principles, will apply to all matters relating to use of the Site, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in the state of Missouri. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, or the Terms of Use, must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

[Back to Top](#)

CONTACTING US

If you have any questions about these Terms, please write to us at:

Core & Main LP
Attn: Legal Department
1830 Craig Park Court
St. Louis, MO 63146
marketing@coreandmain.com

Although Core & Main will in most circumstances be able to receive your email or other information provided through this Site (including, without limitation, service requests and other submissions), Core & Main does not guarantee that it will receive all such email or other information timely and accurately and shall not be legally obligated to read, act on or respond to any such email or other information. Be aware that your email communications to Core & Main may not be secure.