

**Core & Main LP**  
**Terms and Conditions of Purchase**

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1. **Terms and Conditions of Purchase; Parties; Order.** These Terms and Conditions of Purchase (these "Terms"), together with the terms of any written purchase order ("Order") transmitted to and accepted by Supplier, and any volume incentive or other agreement signed by both parties, constitute the entire agreement between the parties with respect to the purchase of products and/or services by Core & Main LP or its affiliates ("Core & Main") from Supplier and supersedes all prior negotiations, representations or agreements. Any different or additional terms stated in Supplier's quote or on its web site or otherwise are not part of the agreement unless agreed to in a writing signed by Core & Main's authorized representative.
2. **Acceptance of Orders.** Each Order shall be deemed accepted by Supplier if any shipment of products is made under the Order or if the Order otherwise is acknowledged but not objected to by Supplier. Supplier's additional or different terms shall not modify the Order and are hereby rejected unless specifically agreed in writing by an authorized agent of Core & Main.
3. **Delivery, Title and Risk of Loss; Acceptance of Products.** Unless otherwise provided in the Order, all Orders will be deemed "Prepaid, FOB destination" or "DDP" Buyer's specified facility ("Incoterms 2000"), and shall be delivered through Core & Main's core carrier program. Risk of damage or loss shall not pass to Core & Main until legal title passes upon receipt of conforming products by Core & Main at the designated point of delivery, provided that the products are delivered in good condition.
4. **Price Changes.** Unless otherwise agreed, all unit pricing as applied to products and quantities identified in an accepted Order shall remain firm through delivery so long as delivery is not delayed by Core & Main. Prices in any quotation provided by Supplier to Core & Main will be fixed as specified in the quotation. Except as otherwise provided herein, Supplier shall advise Core & Main of any price adjustment at least sixty (60) days prior to its effective date.
5. **Warranties.** Supplier warrants that, for a period of one year from the date of delivery, or for such longer period as may be specified in the Supplier's warranty or otherwise agreed by the parties, the products shall be new, free from defects, of the quality specified, and shall conform to the provisions, specifications, performance standards, drawings, samples or other descriptions contained in the Order. Supplier agrees to make good, at its own expense, any defect in the products. Supplier further warrants that the title to products conveyed shall be good, that the transfer of the products shall be rightful, and that the products shall be free from any security interest, lien or encumbrance. Supplier shall provide a copy of all product warranties to Core & Main and to any customer of Core & Main upon request, and shall honor any and all claims submitted by either of them which fall within the warranty period.
6. **Indemnification.** Supplier shall indemnify, defend, and hold Core & Main harmless from and against any and all claims, liens, lawsuits, judgments, losses, product recalls, civil penalties or actions, costs, liabilities, damages, and expenses (including attorneys' and accountants' fees and expenses) caused or alleged to have been caused by any (a) negligent or wrongful acts or omissions of Supplier, its employees and agents, contractors, subcontractors and/or any other persons for whose conduct it may be or is alleged to be legally responsible; (b) defects in products provided by Supplier; (c) violation of any applicable law by Supplier or (d) infringement by Supplier of any patent, design, trade name, trademark, copyright, trade secret, or similar rights of any third party. This agreement to indemnify, defend and hold Core & Main harmless applies irrespective of any negligence by Core & Main, except to the extent finally determined in legal proceedings that the loss resulted from the fault or negligence of Core & Main.
7. **Insurance.** Supplier shall procure and maintain commercial general liability insurance including products liability, completed operations and contractual liability coverage, all on an occurrence basis for property damage and bodily injury or death. A broad form endorsement shall be maintained in said insurance policy with Core & Main, its parent, affiliates and subsidiaries named as an additional insured, and requiring that Supplier's insurance be primary and non-contributory with respect to any loss. Supplier and its insurance carrier shall waive all subrogation rights against Core & Main for all losses or damages. Supplier will maintain insurance coverage with limits not less than the following amounts:

General Liability, including product liability	\$1 Million each occurrence
	\$1 Million aggregate
Auto Liability combined single limit	\$1 Million
Workers' Compensation	Statutory Limits
Excess (Umbrella)	\$5 Million each occurrence
	\$5 Million aggregate
7. **Cancellation and Returns.** Core & Main reserves the right to cancel any Order in whole or in part at any time before shipment of the products other than specially fabricated products without incurring any liability. Core & Main shall have the right to return conforming products not specially manufactured if in resalable condition by sending the same to Supplier freight and insurance prepaid and paying Supplier a restocking charge in an amount equal to ten percent (10%) of Supplier's original invoice price or as otherwise agreed. Core & Main may cancel any Order in whole or in part, reject products, refuse to receive products, or return all or part of the products, paying only for any part retained at the pro-rated Order rate and returning the balance at Supplier's expense without Core & Main incurring any liability to Supplier if, in Core & Main's reasonable opinion:
  - A. Products received vary in any respect from the Order, samples provided or governing specifications;
  - B. Supplier delivers, or coordinates delivery of, the products earlier or later than the specified delivery date(s) and/or range of dates, or fails to comply with any other terms of the Order;
  - C. A claim is made that the sale or offer of sale of said products or the use of said products by Core & Main infringes or would infringe any alleged patent, design, trade name, trademark, copyright, trade secret, right or similar entitlement of any third party;
  - D. Core & Main or its customer is unable to take delivery of products due to any cause beyond Core & Main's reasonable control.
8. **Payment.** Unless otherwise agreed, Core & Main shall pay for conforming products or services net 60 days after delivery of products or receipt of an accurate invoice, whichever last occurs.
9. **Compliance with Laws.** Supplier and Core & Main shall comply with all applicable federal, state and local laws, Executive Orders, rules and regulations. Supplier warrants that all representations and certifications furnished by Supplier as required by law or regulation in connection with this order are accurate, current and complete as of the effective date of this Order, and that to Supplier's knowledge no person has been paid a kickback or illegal gratuity in connection with this Order. Supplier agrees to indemnify and hold Core & Main and its customers harmless for any loss, damage or expenses sustained because any certification or representation herein or required by law or regulation made by Supplier was inaccurate, non-current or incomplete or due to Supplier's non-compliance with any applicable law or regulation.
10. **Dispute Resolution.** The parties agree that any civil action to decide such dispute shall be brought in either the US District Court for the Eastern District of Missouri or the 22nd Circuit Court in St. Louis, Missouri. Notwithstanding any provision to the contrary, Supplier agrees to bring any claim or dispute against Core & Main (including payment disputes) within one year after the occurrence of the event giving rise to such dispute. The laws of the State of Missouri, excluding its conflicts of law rules, shall govern any Order, these Terms, and all disputes arising out of or relating thereto. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to (a) the sale of products hereunder, (b) the contractual relationship created under any Order, these Terms, and any constituent documents, and (c) the construction, validity, enforcement, and interpretation of any Order, these Terms, and any constituent documents.