



## CORE & MAIN LP (“CORE & MAIN”) WEBSITE TERMS OF USE

### AGREEMENT

The following Website Terms of Use (“Terms”) apply to and govern your access to and use of any website, mobile website, social media site, software, mobile application, text message services, email exchange of information, and any other digital platform, including any services, features, pages, and functions contained or offered therein (collectively the “Service”) owned, operated, or provided by Core & Main LP, or any of its subsidiaries, divisions, and affiliates (“Core & Main”). Core & Main offers the Service, including all information tools and services available, to you conditioned upon your acceptance of all terms, conditions, policies and notices stated herein or incorporated by reference. Please read these Terms carefully before using the Service. By visiting or otherwise using the Service in any manner, you acknowledge and accept these Terms without limitation or qualification, that you have read and understood these Terms, and that you agree to be bound by them. You also acknowledge, agree, and consent to our data practices as described in our Privacy Notice which is incorporated herein by reference.

We reserve the right to change these Terms at any time and at our sole discretion. Any changes to the Terms will be effective immediately upon posting and you agree to the new posted Terms by continuing your use of the Service. It is your responsibility to check periodically for any changes we may make to these Terms, and we will post the date last updated in the header of these Terms.

These Terms affect your legal rights, responsibilities and obligations and govern your use of the Service, are legally binding, limit Core & Main’s liability to you and require you to indemnify Core & Main. Your continued use of the Service affirms your agreement to these Terms. If you do not wish to be bound by these Terms and any Additional Terms, do not use the Service and uninstall any Service downloads and applications.

These Terms are written in the English language. We do not guarantee the accuracy of any translated versions of these Terms. To the extent any translated versions of these Terms conflict with the English language version, the English language version of these Terms shall control.

The Service 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 the Service is appropriate or available for use in other locations, and access to them from territories where the Service is illegal is prohibited. Those who access the Service from other locations do so at their own risk and are responsible for compliance with applicable local laws.

### ACKNOWLEDGEMENT & ACCEPTANCE OF TERMS

By using the Service, you agree that you are at least the legal age of majority in the jurisdiction in

which you reside and that you will abide by all applicable federal, state, and local laws, and understand that you will be legally bound by these Terms. You also agree to abide by the Privacy Notice, and all future modifications or amendments to same. If for any reason you do not accept and agree to these Terms or those set forth in the Privacy Notice, then accessing the Service is strictly prohibited and you must immediately exit the site. The Service is not targeted for use by children under the age of eighteen. **IF YOU ARE UNDER THE AGE OF EIGHTEEN YOU ARE NOT AUTHORIZED TO USE THE SERVICE.**

Your submission of contact information, no matter the type, to the Service constitutes acceptance to receive certain Core & Main communications. You may opt-out of these communications at any time using the means provided in the communication, as well as by contacting the email address listed below.

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FURTHER, CORE & MAIN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY, COMPLETENESS, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE CONTENT, THE SERVICE OR ANY OTHER WEBSITE LINKED TO OR FROM THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE 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 THE SERVICE. 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.

## INDEMNIFICATION

You shall indemnify, defend, and hold harmless Core & Main and its officers, directors, employees, and agents from any loss, liability, damage, or expense including reasonable attorneys’ fees and costs from any claim that may arise from or in connection with (a) your use of, or activities in connection with, the Service or (b) any violation of these Terms by you. If you fail to promptly indemnify and defend a covered claim, Core & Main shall have the right to defend itself, and in such case, you shall promptly reimburse Core & Main for all of its associated costs and expenses.

## REVISION

Core & Main, in its sole discretion, may modify, suspend, withdraw or discontinue, temporarily or permanently, the Service 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 Service. By using the Service, 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 the Service 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 Service.

## 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

The Service may provide links to other websites. Links that may be accessed via the Service are provided for convenience only. Core & Main does not maintain any of the linked sites and cannot control the completeness, accuracy, or security of the content contained therein. The content of, including materials and information contained on, any site to which you link from this site is solely the responsibility of the provider of that website. We are not responsible for and do not endorse external websites. The views and opinions expressed in these sites are those of the authors or third parties and do not necessarily reflect the official policy or position of Core & Main. If you decide to access any of the third-party sites linked to this Service, you do this entirely at your own risk. References 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 site, 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.

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You warrant and represent that you own or otherwise control all of the rights to your Submission including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions; that the content is accurate; that use of the Submission does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify Core & Main for all claims resulting from your Submission.

If you chose to make a Submission, including by means of completing a survey or participating in a promotional or marketing event, 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 Submission; 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 computercode, 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 a violation of any of the foregoing will result in your immediate termination from the Service, and may result in additional legal actions by Core & Main.

## COPYRIGHT POLICY

Core & Main complies with the copyright notice-and-takedown procedures set out in the United States Digital Millennium Copyright Act (DMCA), which applies to content reported and removed for violating U.S. copyrights. Please note that any notice or counter-notice you submit must be truthful and must be submitted under penalty of perjury. A false notice or counter-notice may give rise to personal liability. You may therefore want to seek the advice of legal counsel before submitting a notice or a counter-notice. We may share any notices and counter-notices submitted to us with others including your contact information, and by submitting any notices, you agree you have no expectation of privacy in your submission.

### *DMCA Takedown Notices*

Content owners of copyrighted material or their representing agents may submit a DMCA notice to our registered Copyright Agent if they believe that infringing activity has taken place on our Site. The abuse team will only consider valid reports of infringement, and you may submit a complete DMCA notice that features all of the points described below only if the representing party sending the request is the content owner or the authorized agent acting on behalf of the copyright owner. If you are not sure if Core & Main has control over the allegedly infringed content, please obtain legal representation before contacting us. To be effective under the DMCA, any notification of claimed infringement must be in a written communication that includes substantially the following which must include a certification made under penalty of perjury:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed, as well as information sufficient for Core & Main to determine the legitimacy of the signature and the identity of the signatory;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if a single notification covers multiple copyrighted works at a single online site, a representative list of such works at that site, including citation to the applicable copyright registrations where available;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Core & Main to locate the material, including a timestamp and visible identification of the material in a screenshot or comparable medium, with all metadata intact, as well as a hyperlink or URL to the website or online content at issue;
- iv. Information reasonably sufficient to permit Core & Main to contact the complaining party, including an email address, telephone number, and, if available, physical mail address;

- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Any such notifications of claimed infringement must be sent to the below contact with the subject line “DMCA NOTICE:”

Core & Main Copyright Agent  
1830 Craig Park Court  
St. Louis, MO 63146  
Attn: DMCA NOTICE  
compliance@coreandmain.com  
314-451-0129

Please note if any notification of claimed infringement does not meet the above requirements, Core & Main has no responsibility to respond to or act on any such defective notification of claimed infringement.

#### *DMCA Counter Notification*

If you receive a notification of claimed infringement, you may submit a counter notification to us under the DMCA. It must include the following, which includes a certification made under penalty of perjury:

- i. Your physical or electronic signature, as well as information sufficient for Core & Main to determine the legitimacy of the signature and the identity of the signatory;
- ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- iii. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- iv. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District court (i) in the judicial district where your address is located if the address is in the United States, or (ii) located in the Eastern District of Missouri, if your address is located outside the United States, and that you will accept service of process from the Complainant submitting the notice or the Complainant’s authorized agent.
- v. Any such counter notification must be sent to:

Core & Main Copyright Agent  
1830 Craig Park Court  
St. Louis, MO 63146  
Attn: DMCA NOTICE

compliance@coreandmain.com  
314-451-0129

## PRODUCTS

While we will use our best efforts to fulfill all customer orders, Core & Main cannot guarantee availability of any particular product displayed on the Service. Core & Main attempts to be as accurate as possible. However, Core & Main does not warrant that product descriptions are accurate, complete, reliable, current, or error-free. The prices of products displayed on the Service are quoted in U.S. dollars and are valid and effective only within the United States. 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.

All purchases, risk of loss, returns, refunds, and title related to products purchased through the Service are governed by the Terms of Sale. The Terms of Sale contains very important information about your rights and obligations as well as limitations and exclusions that may apply to you. For further information regarding your product purchases, please read our Terms of Sale carefully.

## USER ACCOUNT

You may need to create a user account to access some features of the Service. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password.

## MISCELLANEOUS TERMS

These Terms and other Core & Main documents cited herein constitute the entire agreement between you and Core & Main and govern your use of the Service, superseding any prior agreements between you and Core & Main relating to your use of the Service. 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 Service 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 Service, 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 Service, 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.

## CONTACT US

Updated August 2020



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 [compliance@coreandmain.com](mailto:compliance@coreandmain.com)

Although Core & Main will in most circumstances be able to receive your communications, Core & Main does not guarantee that it will receive such communications 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 and will not be treated as confidential.