



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

Last Updated: May 15, 2023

AGREEMENT

The following Terms of Use (“Terms”) apply to and govern your access to and use of any website (including, but not limited to, coreandmain.com), 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”, “we”, “us”, or “our”). Core & Main offers the Service, including all information, tools, goods, and services available through the Service, 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 or making any transaction, order or purchase. By making any transaction, order or purchase or by visiting or otherwise using the Service in any manner, you acknowledge, accept, and agree to be bound and abide by these Terms without limitation or qualification and that you have read and understood these Terms. 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. If we make any material changes, and you have registered to use the Service, we will also send an email to you at the last email address you provided to us or display a prominent notice within the Service. In some cases, we will notify you in advance, and your continued use of the Service following the posting of revised Terms will mean that you accept and agree to the changes. It is your responsibility to check this page frequently for any changes we may make to these Terms, as they are binding on you. We will post the date last updated in the header of these Terms. If you do not agree to, or cannot comply with, the Terms as amended, you must stop using the Service immediately.

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, REQUIRE YOU TO INDEMNIFY CORE & MAIN, AND TO SETTLE CERTAIN DISPUTES THROUGH ARBITRATION. YOUR CONTINUED USE OF THE SERVICE AFFIRMS YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OR ANY FUTURE MODIFICATIONS, 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 Service.

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.

ACCESSING THE SERVICE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend our Service in our sole discretion and without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

To access the Service, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide is correct, current, and complete. You agree that all information you provide to register with the Service or otherwise, including, but not limited to, through the use of any interactive features on the Service, is governed by our [Privacy Notice](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Notice](#).

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Service or portions of it using

your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

You are solely and fully responsible for all activities that occur under your username, password, or account. Core & Main may assume that any transaction, order, purchase, or communications it receives through your account have been made by you unless Core & Main receives prior notice otherwise. Core & Main expressly disclaims any liability from misuse of your account.

You will not sell, transfer, or assign your account or any account rights. Accounts may only be set up by the individual that is the subject of the account, and who is of the age of majority. We generally do not review accounts for authenticity and are not responsible for any unauthorized accounts that may appear on the Service. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate in our sole and exclusive discretion, with or without notice.

YOU ARE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THE SERVICE BY ANYONE USING YOUR PASSWORD AND IDENTIFICATION WHETHER OR NOT SUCH ACCESS TO AND USE OF THE SERVICE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS, TRANSMISSIONS, ORDERS, PAYMENTS, FINANCIAL TRANSACTIONS, AND OTHER OBLIGATIONS INCURRED THROUGH SUCH ACCESS OR USE.

CORE & MAIN'S RIGHTS

The Service and all of its content, including without limitation all information, copyrights, patents, trademarks, service marks, and trade names, as well as all logos, text, design, graphics, logos, icons, images, video, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof, and all other intellectual property (collectively referred to as the "Content"), are all proprietary and are owned or controlled by Core & Main, our licensors, and certain other third parties. All right, title, and interest in and to the Content available via the Service is the exclusive property of and owned by Core & Main, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent or other intellectual property and unfair competition rights and laws to the fullest extent possible. Core & Main's provision of the Service does not grant you a license to use the Content in any fashion, except as necessary to access and use the Service, and even in such event, only a limited, revocable, nontransferable license to temporarily download one copy of the intellectual property displayed via the Service for personal, non-commercial transitory viewing is granted. No intellectual property rights, title, or interest are licensed or transferred to you through your use of the Service, and under no circumstances will any license that may be granted to you give you the right to copy

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Core & Main owns and uses a number of proprietary logos, service marks, trademarks, slogans and product designations on the Service, including but not limited to: CORE & MAIN; CORE+; LANSDALE LV VALVE MANUFACTURING CORP.; LOCAL EXPERIENCE, NATIONWIDE; LOCAL KNOWLEDGE LOCAL EXPERIENCE LOCAL SERVICE, NATIONWIDE; LOCAL KNOWLEDGE, NATIONWIDE; MOBILE ADVANTAGE; ONLINE ADVANTAGE, WATERCITY; ADVANCING RELIABLE INFRASTRUCTURE and all related names, logos, product and service names, designs, and slogans. All rights reserved. Access to the Service does not confer upon you any license to any of Core & Main's or any third party's intellectual property rights. No Core & Main trademark or service mark may be used, including as a hyperlink, without Core & Main's prior written permission.

The Service may also contain references to other company, brand, and product names, and their trademarks, service marks, and logos. These company, brand and product names and trade and service marks are used herein for identification purposes only and may be the trademarks of their respective owners. The images of people or places displayed, forms, structures, and graphics displayed or found within the Service are either the property of, or used with permission by, Core & Main. Core & Main makes no representations about them, their owners, their products or services. Core & Main neither warrants nor represents that your use of materials on the Service will not infringe on the rights of third parties not affiliated with Core & Main.

PRODUCTS, CONTENT, AND SPECIFICATIONS

All Content, including specifications, products, and prices of products, described on this Service is subject to change at any time without notice. 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. Certain measures and descriptions are approximate and are provided only for your convenience. Core & Main makes all reasonable efforts to accurately display the attributes of its products, including the applicable colors. The actual color you see, however, may depend on your computer system, and we cannot guarantee that your computer will accurately display such colors.

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. The inclusion of any products or services on the Service at a particular time does not imply or warrant that these products or services will be available at any time. Core & Main cannot confirm the price or availability of a product

until after your order is placed. Pricing or availability errors may occur on the Service. The receipt of an order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. Core & Main reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Core & Main. If price errors are discovered, they are promptly corrected on our systems, and we may, at our discretion, either apply the corrected price to your order or cancel your order. We will notify you if your order includes items that were incorrectly priced or are not available.

The prices of products displayed on the Service are quoted in U.S. dollars and are valid and effective only within the United States.

We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the possession, use, and sale of any item purchased from the Service. By placing an order, you represent that the products ordered will be used only in a lawful manner.

Promotional codes, discounts, and offers (“Promotions”) are limited in nature and may expire or be discontinued with or without notice. Promotions are void where prohibited by law. Promotions may not be copied, sold, or otherwise transferred. They are not redeemable for cash and are subject to cancellation or change at any time for any reason without notice. We reserve the right in our discretion to impose conditions on the offering of any Promotions. Other Promotions, including sweepstakes, contests, raffles, surveys, or games, may be governed by rules that are separate from or supplement these Terms. If you participate in any Promotions, please review the applicable rules. If the specific rules for a Promotion conflict with these Terms, the Promotion rules will govern.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations.

In addition to the foregoing, 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.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Service, or by anyone who may be informed of any of the Service’s contents.

The Service may include content provided by third parties, including materials provided by other

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The Service may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Service at any time, but we have no obligation to update any information on our Service. You agree that it is your responsibility to monitor changes to our Service.

INFORMATION COLLECTED ABOUT YOU

All information we collect on and through the Service is subject to our [Privacy Notice](#). By using the Service, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Notice](#).

DISCLAIMER AND LIMITATION OF LIABILITY

YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE AND ALL SERVICES, INFORMATION, GOODS, MATERIALS, AND CONTENT MADE AVAILABLE OR PURCHASED THROUGH THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, AND WE DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS, AND CONDITIONS WITH RESPECT TO THE SERVICE AND ALL SERVICES, INFORMATION, GOODS, AND MATERIALS MADE AVAILABLE OR PURCHASED THROUGH THE SERVICE, INCLUDING THE REPRESENTATIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, AND WITH RESPECT TO THE PRODUCTS LISTED OR PURCHASED ON OR THROUGH THE SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE (OR ANY PART THEREOF) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, NOR THAT ANY PARTICULAR SOFTWARE OR HARDWARE, WILL BE COMPATIBLE WITH THE SERVICE, AND YOU HEREBY AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO (A) OBTAIN AND PAY FOR ANY SOFTWARE, HARDWARE AND SERVICES (INCLUDING INTERNET CONNECTIVITY) NEEDED TO ACCESS AND USE THE SERVICE AND (B) ENSURE THAT ANY SOFTWARE, HARDWARE, AND SERVICES THAT YOU USE WILL FUNCTION CORRECTLY WITH THE SERVICE. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SERVICE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE.

IN NO EVENT SHALL CORE & MAIN OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR

PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF TIME, LOSS OF OTHER INTANGIBLES, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SERVICE, UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

FURTHER, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, ANY INFORMATION OR MATERIALS ON THE SERVICE, ANY LINKED SITES, OR THE MATERIALS, INFORMATION, OR SERVICES CONTAINED AT ANY OR ALL SUCH LINKED SITES. WE DO 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 LINKED SITE. 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.

IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. MOREOVER, IN THE EVENT OF ANY PROBLEM WITH THE PRODUCT THAT YOU HAVE PURCHASED ON OR THROUGH THE SERVICE, YOU AGREE THAT YOUR REMEDY, IF ANY, IS TO SEEK A RETURN AND REFUND FOR SUCH PRODUCT IN ACCORDANCE WITH OUR RETURN POLICY. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO ACCESS AND USE THE SERVICE.

IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF APPLICABLE LAW PROHIBITS THE LIMITATION OR EXCLUSION OF A PARTY'S LIABILITY WITH RESPECT TO DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S

NEGLIGENCE, FRAUD, OR ANY OTHER MATTER, THEN SUCH PARTY'S LIABILITY WILL NOT BE LIMITED OR EXCLUDED TO THE EXTENT OF SUCH PROHIBITION UNDER SUCH APPLICABLE LAW.

If you are a California resident, you agree to consciously waive all claims, both known and unknown that may be later discovered, to the maximum extent permitted by law, including but not limited to that permitted by California Civil Code Section 1542, which states “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

INDEMNIFICATION

Except to the extent prohibited under applicable law, you agree to indemnify, defend, and hold harmless Core & Main and its officers, directors, employees, and agents from and against any claims, losses, liabilities, damages, costs, or expenses, including attorneys' fees and costs, that may arise from or in connection with (a) your use of, or activities in connection with, the Service, including use of any good, product, or service purchased through the Service, (b) violation of these Terms by you, including any misrepresentations made by you in connection with your use of the Service, (c) your violation of any law or the rights of a third party, and (d) the acts or omissions of any other user or third-party. 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. Core & Main reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification.

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.

LINKING TO CORE & MAIN'S SERVICE AND SOCIAL MEDIA FEATURES

You may link to our website homepage, provided you do so in a way that is fair and legal, complies with our Terms, does not damage our reputation or take advantage of it, and does not suggest any form of association, approval, or endorsement on our part.

The Service may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Service.
- Send emails or other communications with certain content, or links to certain content, on the Service.
- Cause limited portions of content on the Service to be displayed or appear to be displayed on

your own or certain third-party websites.

- You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
- Establish a link from any website that is not owned by you.
- Cause the Service or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Service other than the homepage.
- Otherwise take any action with respect to the materials on the Service that is inconsistent with any other provision of these Terms.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms. You agree to cooperate with us in immediately ceasing any unauthorized display or linking of our Service or Content. We reserve the right to withdraw permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

LINKED SITES

The Service may provide links to other websites (each a “Linked Site”). Linked Sites 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 Linked Site is solely the responsibility of the provider of that website. We are not responsible for and do not endorse Linked Sites. The views and opinions expressed in Linked 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 Linked Sites, you do this entirely at your own risk. References to any names, marks, products, or services of any third parties or hypertext links to Linked 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 Linked Site or its 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 Linked Site or third-party resource.

PROHIBITED USES

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information,

or otherwise.

- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Core & Main, a Core & Main employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Service , or which, as determined by us, may harm Core & Main or users of the Service, or expose them to liability.

Additionally, you agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party’s use of the Service, including their ability to engage in real time activities through the Service.
- Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- Use any manual process to monitor or copy any of the material on the Service or Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other computer code, files, programs, or material that is malicious or technologically harmful or designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Use any device, software, or routine that interferes with the proper working of the Service.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service or any server, computer, or database related to the Service.
- Disobey any requirements, procedures, policies or regulations of networks connected to the Service.
- “Stalk” or otherwise harass another person or entity.
- Collect or store personal data about other users.
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Service .

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.

SUBMISSIONS

The Service may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features that allow users to post, submit, publish, display, or transmit to Core & Main, other users, or other persons content or materials, including feedback

and suggestions (collectively, “Submissions”), on or through the Service. All Submissions must comply with the Content Standards set out in these Terms.

Your Submissions may be posted and transmitted to others at your own risk. We cannot control the actions of other users of the Service with whom you may choose to share your Submissions. Any Submission you post to the Service will be considered non-confidential and non-proprietary. All Submissions may be retained by us indefinitely, even after you terminate your account. By submitting any Submissions, you grant to Core & Main a perpetual, worldwide, irrevocable, non-exclusive, unrestricted, unconditional, unlimited, royalty-free license to use the Submissions in any manner, including, without limitation, to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to create derivative work of your Submission; to publish your name in connection with your Submission; and to sublicense such rights to any Core & Main supplier, without any compensation or notice to you. By providing any Submission on the Service, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. You also, as permitted by applicable law, hereby grant to Core & Main the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any Submission without any obligation or remuneration to you. Except as prohibited by law, you hereby waive any moral rights (including attribution and integrity) that you may have in any Submission, even if it is altered or changed in a manner not agreeable to you. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights you grant Core & Main.

You further represent and warrant that:

- You own or control all rights in and to the Submissions, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions, and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- Submission content is accurate.
- All of your Submissions do and will comply with these Terms and will not cause injury to any person or entity.
- You understand and acknowledge that you are responsible for any Submissions you submit or contribute, and you, not the Core & Main, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- We are not responsible or liable to any third party for the content or accuracy of any Submissions posted by you or any other user of the Service, and you will indemnify Core & Main for all claims resulting from your Submission.

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.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. We have the right to:

- Remove or refuse to post any Submissions for any or no reason in our sole discretion.
- Take any action with respect to any Submission that we deem necessary or appropriate in our sole discretion, including if we believe that such Submission violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for the Core & Main.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.
- Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, if we believe that you have acted inconsistently with the letter or spirit of these Terms, or that you have violated the terms, conditions, or rules of a sweepstakes, contest, or other promotion contained within the Service.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service. YOU WAIVE AND HOLD HARMLESS CORE & MAIN AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We cannot review all material before it is posted on or through the Service, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

CONTENT STANDARDS

These content standards (the "Content Standards") apply to any and all Submissions and use of the Service. Submissions must in their entirety comply with all applicable federal, state, local, and

international laws and regulations. Without limiting the foregoing, Submissions must not:

- Contain any material that is indecent, offensive, violent, inflammatory, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- Harm minors in anyway way.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other protected class.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our [Privacy Notice](#).
- 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).
- Be likely to deceive any person.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Submission
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, falsely state, or otherwise misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- Be posted through a false e-mail address, while pretending to be someone other than yourself, or under any other circumstances that could mislead us or third-parties as to the origin of any Submissions.

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

BINDING ARBITRATION OF ALL DISPUTES; NO CLASS RELIEF, CHOICE OF LAW, AND VENUE

This section deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and we agree that we intend that this section satisfies the “writing” requirement of the Federal Arbitration Act.

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to these Terms, if you have any dispute or disagreement with us regarding (i) your use of or interaction with the Service, (ii) any subscriptions or other purchases, transactions or relationships related to your use of the

Service, or (iii) any data or information you may provide to us or that we may gather in connection with such use, interaction, subscriptions, purchases, transactions or relationships (collectively, “Transactions or Relationships”), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Service, or engaging in any other Transactions or Relationships with us, you agree to binding arbitration as provided below.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using the Service, you agree that any complaint, dispute, or disagreement you may have against us, and any claim that we may have against you, arising out of, relating to, or connected in any way with these Terms or any Transactions or Relationships shall be resolved exclusively by final, confidential and binding arbitration (“Arbitration”) before a single arbitrator administered by JAMS or its successor (“JAMS”) and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the “Applicable Rules”). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the “AAA”) instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the “Applicable Rules” in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect that would be applicable to the matter in dispute, we agree to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this section, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, this section shall not prevent any party from seeking provisional remedies (that is, a temporary restraining order or preliminary injunction) from a court of appropriate jurisdiction. You further agree that:

a. Single Arbitrator.

The Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and us (the “Arbitrator”).

b. Arbitrator Will Interpret This Agreement.

The Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms or these arbitration provisions, including but not limited to any claim that all or any part of these Terms is void or voidable.

c. Location of Arbitration.

The Arbitration shall be held either: (i) at a location determined pursuant to the Applicable Rules

(provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and us; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission.

d. Governing Law.

The Arbitrator (i) shall apply internal laws of the State of Missouri consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the U.S., irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with Missouri or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief.

e. No Class Relief.

The Arbitration can resolve only your or our individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated.

f. Written Award.

The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

g. Arbitration Costs.

In the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith.

h. Reasonable Attorney's Fees.

In the event you recover an Award greater than our last written settlement offer, the Arbitrator shall also have the right to include in the Award our reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, but we shall in all events bear our own attorneys' fees.

i. Interpretation and Enforcement of Arbitration Clause.

With the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitrate any dispute between us and you, and must instead bring any claims subject to subsection (k) below and the Dispute Resolution (Only if a Tribunal has Ruled that Arbitration is Prohibited by Applicable Law) section.

j. Modification of Arbitration Clause With Notice.

We may modify these arbitration provisions, but such modifications shall only become effective thirty (30) days after we have given notice of such modifications and only on a prospective basis for claims arising from Transactions or Relationships occurring after the effective date of such notification. If any modification pursuant to this subpart (j) is deemed to be invalid, unenforceable, or illegal, then the arbitration provisions effective at the time of your agreement to these Terms shall govern any dispute or disagreement between you and us regarding Transactions or Relationships.

k. Small Claims Matters are Excluded. No Class Relief or Joinder of Claims.

Notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim for damages you have against us in your local small claims court within the U.S., if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

l. Confidentiality of Arbitration.

You and we agree to maintain the confidential nature of the Arbitration and shall not disclose the fact of the Arbitration, any documents exchanged as part of any mediation, proceedings of the Arbitration, the Arbitrator's decision and the existence or amount of any Award, except as may be necessary to prepare for or conduct the Arbitration (in which case anyone becoming privy to such confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by applicable law or court order.

DISPUTE RESOLUTION (ONLY IF A TRIBUNAL HAS RULED THAT ARBITRATION IS PROHIBITED BY APPLICABLE LAW)

This section applies only where applicable law, as determined by a court with appropriate jurisdiction, prohibits arbitration of disputes in accordance with the previous section regarding arbitration.

If any controversy, allegation, or claim (including any non-contractual claim) arises out of or

relates to the Service, the Content, these Terms or to any of our actual or alleged intellectual property rights (collectively, a “Non-Arbitration Dispute”), then you and we agree to send a written notice to the other providing a reasonable description of the Non-Arbitration Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this section. Your notice to us must be sent to: compliance@coreandmain.com.

For a period of sixty (60) days from the date of receipt of notice from the other party, we and you will engage in a dialogue in order to attempt to resolve the Non-Arbitration Dispute, though nothing will require either you or us to resolve the Non-Arbitration Dispute on terms with respect to which you and us, in each of our sole discretion, are not comfortable.

b. Jurisdiction.

The parties agree that the state or federal courts in Missouri shall have non-exclusive jurisdiction of any Non-Arbitration Dispute.

c. Governing Law.

To the maximum extent permitted by the mandatory laws in your country of residence, these Terms and any Non-Arbitration Dispute arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes), will be governed by, and construed in accordance with, the laws of the U.S. and the State of Missouri without regard to its conflicts of law provisions.

d. Injunctive Relief.

The foregoing provisions of this section will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, your User Contribution or our intellectual property rights (including such as we may claim may be in dispute), our operations, or our products or services.

ADDITIONAL TERMS

The failure of Core & Main of any term or condition set out in these Terms shall not be deemed a waiver of such term or condition or a waiver of any other term or condition.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

These Terms, our [Privacy Notice](#), and other Core & Main documents cited herein constitute the sole and entire agreement between you and Core & Main and govern your use of the Service, superseding any and all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, 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.

By accessing the Service, you agree that the laws of the United States and the state of Missouri, without regard to conflicts of laws principles, will apply to these Terms and all matters relating to the Service.

Subject to the arbitration provisions above, and other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with these Terms will be brought exclusively in the federal or state courts located in St. Louis County, Missouri, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

You agree that regardless of any statute or law that establishes a different statute of limitations, to the maximum extent permitted under applicable law, any claim or cause of action (including any arbitration) arising out of, related to or connected with the use of the Service, or these Terms, or other Transactions or Relationships must be filed within one (1) year after such claim or cause of action arose or be forever barred.

We may provide you information regarding your account and the Service in electronic form only. You agree that such notices and other communications sent electronically satisfy any legal communication requirements, including that requirements must be in writing.

CONTACT 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
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.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications should be directed to the addresses above.