

BUSINESS ACCOUNTS TERMS AND CONDITIONS

These Business Accounts Terms and Conditions (the "Agreement") are between Pro Con Building Supplies Ltd. ("Procon Supplies", "we", "us", or "our") and the entity applying for a Business Account ("Customer", "you", or "your").

1. PURPOSE OF AGREEMENT. This Agreement governs your access to, use of, and transactions made through your Business Account. Products made available through Procon Supplies may be designed for, and only appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance with all instructions provided by, the manufacturer.

2. ELIGIBILITY; ACCOUNT SECURITY. By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite rights, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity. "Eligible Entities" include all types of businesses (e.g., LLPs, corporations, partnerships, and sole proprietorships), all types of governmental entities (federal, provincial, municipal, and quasi-governmental entities), and all types of non-profit organizations.

3. SHIPPING, RETURNS, REPLACEMENT CHARGES; PAYMENT METHODS; TAXES. Your purchases are subject to Procon Supplies' Shipping and Returns Policies. All purchases of physical items from Procon Supplies are made pursuant to a shipment contract. This means that the risk of loss and title for such items passes to you upon our delivery to the carrier or, if such items must cross an international border, then the risk of loss and title passes to you when they clear customs. Payment for all purchases made through your Business Account is due upon shipment.

4. DISCLAIMER. UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE TO YOU BY PROCON SUPPLIES ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PROCON SUPPLIES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, PROCON SUPPLIES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

5. INDEMNIFICATION. You will defend, indemnify, and hold harmless Procon Supplies and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a "Claim") to the extent such Claim is based on: (a) any breach of the Agreement, (b) any unlawful, improper or negligent use by anyone of any product sold or service provided to you under the Agreement, or (c) your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

6. LIMITATIONS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL PROCON SUPPLIES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF PROCON SUPPLIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, PROCON SUPPLIES' LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO THE LIABILITY.

7. CUSTOMER INFORMATION. We require you to provide information about you to assess your eligibility for a Business Account, and you may need to provide supplemental information to purchase some of our products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share the information you provide (for example, your organization's name, addresses, and Business Number) with others in your organization and third parties to confirm the accuracy of such information.

8. GOVERNING LAW. Applicable Canadian federal law, and the laws of the Province of Ontario, Canada, without regard to principles of conflict of laws, govern the Agreement and any dispute that might arise between you and us that pertains to this Agreement.

9. MODIFICATIONS. We may, at any time in our discretion, change the Agreement by posting such change on Proconsupplies.com. CONTINUED USE OF YOUR PROCON SUPPLIES BUSINESS ACCOUNT AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MAY CANCEL YOUR BUSINESS ACCOUNT OR REFRAIN FROM USING PROCON SUPPLIES' SERVICES IMPLICATED BY SUCH CHANGES.

10. ENTIRE AGREEMENT. The Agreement constitutes the exclusive and complete agreement between us and you. We will not be bound by any term, condition, obligation, or other provision which is different from or in addition to the provisions of the Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence, or other document, including informational forms we complete, sign or otherwise provide to you for your convenience.

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11. TERM; TERMINATION. This Agreement takes effect when you complete, sign, and submit a Business Account Application and continues in effect until you or we terminate it. We may terminate the Agreement by providing notice to your administrators. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Procon Supplies Business services; and/or cancel orders. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, and Sections 1 (purpose of agreement), 4 (disclaimer), 5 (indemnification), 6 (limitations of liability), 8 (governing law), 9 (modifications), 10 (entire agreement), 11 (term; termination), 13 (assignment), 14 (severability), 15 (waiver), 16 (conflicts), and 17 (notices).

12. COPYRIGHTS; TRADEMARKS; PATENTS. Use of your Business Account does not give you the right to frame, use or reproduce any of our copyrighted material, trademarks, service marks, or other proprietary rights or material, except as expressly permitted in writing by Procon Supplies.

13. ASSIGNMENT. Except in connection with a reorganization, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Agreement without our prior written consent. Subject to that restriction, the Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

14. SEVERABILITY. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

15. WAIVER. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

16. CONFLICTS. In the event of any conflict between the Agreement and the Policies, the Agreement will prevail.

17. NOTICES. You consent to receive communications from us electronically, including through e-mails, text messages, notices, and messages posted on Proconsupplies.com and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose.