

PAY BY INVOICE TERMS & CONDITIONS

Your use of the Pay by Invoice as a payment method for purchases made through your Business Account is subject to these terms and conditions (the "Credit Terms"). Pay by Invoice is offered by Pro Con Building Supplies Ltd., an Ontario Corporation ("Procon Supplies", "we", "us", or "our"), and is subject to Procon Supplies' approval. Additional policies also apply to your use of Pay by Invoice (the "Pay By Invoice Policies"). We may update these Credit Terms and Pay By Invoice Policies by posting updates on our website. Your use of Pay by Invoice after the effective date of any such updates constitutes your acceptance of the revised terms. When you choose to pay for an order using Pay by Invoice you agree to be bound by the Credit Terms and the Pay Buy Invoice Policies.

1. PAYMENT. The payment term for any order placed using Pay by Invoice is in accordance with the standard payment term set out in the Credit Policies, or within such longer time-period authorized by Procon Supplies and shown on your invoices. If you fail to make payment to Procon Supplies when due, we may charge you a delinquent fee of 2% of the amount of the outstanding payment per month (annualized 24%), except as otherwise required by law. If you made a payment accidentally to Procon Supplies' bank account, or you are closing your account and it has a positive account balance, you may request a return of a balance held by Procon Supplies by contacting our accounts department at receivable@proconsupplies.com. Disbursement to you will not exceed your outstanding balance. Procon Supplies may offset any amounts otherwise owed to Procon Supplies by you from such amounts.

2. PAY BY INVOICE RESTRICTIONS. Procon Supplies may, in its sole discretion, determine the aggregate amount that you may pay for using the Pay by Invoice payment method, which amount may be increased, reduced, suspended, or revoked by Procon Supplies at any time and for any reason.

3. ELIGIBILITY. You consent to Procon Supplies performing credit checks on your business, including by using third parties, as part of determining your initial and ongoing eligibility for the Pay by Invoice payment method. Procon Supplies and such third parties may use any information available in the public domain, validate the data provided by you, and exchange data with credit agencies. You will promptly, upon our reasonable request, provide Procon Supplies with any additional information, and you authorize us to request and obtain such information from government authorities or from any public domain, as permitted by law. You represent and warrant, and covenant that any information provided or made available by you or your affiliates to Procon Supplies or its affiliates is accurate and complete, and you will promptly update such information as necessary to ensure it at all times remains accurate and complete. You represent and warrant that your organization is located within Canada. You will notify us in writing 30 days prior to any change in your legal name or any change of your jurisdiction of organization and if acquired by a third party.

4. TERMINATION AND SUSPENSION. If you (i) fail to make payment when due; (ii) fail to comply with these Credit Terms and Credit Policies; (iii) become insolvent, enter into receivership, make an assignment for the benefit of creditors, or declare bankruptcy or similar proceedings are commenced by or against you; or (iv) experience an event that has a material adverse effect on your business, operations, or financial condition; we may, without prior notice to you and any requirement of such notice being waived by you and without prejudice to any other legal remedies that may be available to us (a) suspend or cancel orders; (b) suspend or revoke your ability to use the Pay By Invoice payment method; (c) offset any amounts that are otherwise payable by us to you; (d) demand immediate payment of all other outstanding invoices; and/or (e) terminate your Business Account.

5. RETURNS AND DISPUTES. Returns and disputes will be handled in accordance with Procon Supplies' Shipping & Returns Policy. Procon Supplies will issue refunds in the form of a credit to your Business Account and email a credit memo to the email address associated with your account. To apply this credit to any existing unpaid invoices, email the invoice number, credit memo number, and the amount that needs to be applied to receivable@proconsupplies.com. Until such time as you have made a claim with our accounts department regarding a disputed invoice, you may not withhold payment for any item purchased under Pay by Invoice for any reason.

6. COLLECTIONS. We may initiate collections against any past due invoices. We may engage a third-party agency to manage this process on behalf of Procon Supplies, and you may be liable for any fees or charges that a third-party may assess for collections.

7. ERRORS. You may not dispute an invoice due to any errors or omissions made by users in your organization while placing the order (e.g., entering incorrect purchase order number, quantities, products, or services).

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

9. GOVERNING LAW. Applicable Canadian federal law, and the laws of the Province of Ontario, Canada, govern the Agreement and any dispute that might arise between you and us that pertains to the Credit Terms and the Credit Policies.

10. ENTIRE AGREEMENT. These Credit Terms incorporate the Credit Policies by reference and, together with the Procon Supplies Business Accounts Terms and Conditions, represent the entire agreement between the Parties with respect to this subject matter and supersede any previous or contemporaneous oral or written agreements regarding such subject matter. Procon Supplies will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to the provisions of these Credit Terms (whether or not it would materially alter the Credit Terms). In the event that any term, condition, or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence, or other document, (b) related to any online registration, purchase order, supplier form, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete is inconsistent with the Credit Terms, the Credit Terms will prevail.

PAY BY INVOICE POLICIES

These policies supplement the Pay By Invoice terms and conditions.

11. STANDARD PAYMENT TERMS. Unless otherwise agreed by Pro Con Building Supplies Ltd., as stated on your invoices, the following are the standard payment terms: 30 days from the date of shipment.

12. INVOICE TRANSMISSION. Invoices will be sent to the email address associated with your Business Account.

13. MAKING A PAYMENT. Payment must be made only to the bank account number or cheque lockbox address displayed on the invoice. Do not make payment to any other bank account provided via email or phone call, even if the request seems to be coming from a Procon Supplies employee.

We currently accept electronic funds transfer or cheque payment. Payment by cash, money order, debit or credit cards may be executed at one of our three business locations. All payments must be made in Canadian dollars.

If you wish to apply payments selectively, then you must include the Procon Supplies invoice number in the description field of your payment. You can email the following details to receivable@proconsupplies.com; Account number, list of invoice numbers and amount to apply to each invoice. Without these details, we'll apply payments to your open balances, starting with the oldest open invoice.

14. RESTRICTIONS. Procon Supplies reserves the right not to offer Pay by Invoice for certain types of goods and services.

15. DISBURSEMENTS OF ACCOUNT BALANCES. You may request a refund for unapplied credit memos and unapplied payments in your Business Account by contacting our accounts department at receivable@proconsupplies.com. You can only request a refund for the amount that exceeds your past due balance. At this time, we do not support partial refunds of unapplied funds.