

MILFORD SUPPLY TERMS OF USE

These terms and conditions of use ("Terms of Use") govern your use of the Milford Supply website (the "Site"). Compliance with these rules is a condition to your use of the Site. If you do not agree to be bound by the Terms of Use, promptly exit this Site. Please also consult our Privacy Policy www.milfordsupply.com/privacypolicy for a description of our privacy practices and policies.

1. **Ownership Of The Site:** All pages within this Site and any material made available for download are the property of Milford Supply Company ("Milford Supply"). The Site is protected by United States and international copyright and trademark laws. The Contents of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site ("Content") may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes of authorized or approved by Milford Supply, including the provision of services or products to Milford Supply, or in connection with a business relationship with Milford Supply. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, Content or other proprietary information (including; images, text, page layout, or form) of Milford Supply without our express written consent.

2. **Accuracy and Integrity of Information:** Although Milford Supply attempts to ensure the integrity and accurateness of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Milford Supply so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, Milford Supply shall have no responsibility or liability for information or Content posted to the Site from any non-Milford Supply affiliated third party.

3. **Typographical Errors and Incorrect Pricing:** In the event a product or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, we shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your account or other payment method charged. If you have already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your account in the amount of the incorrect price.

4. **Access to Site; Indemnification:** Your access to the Site may be revoked by Milford Supply at any time with or without cause. You agree to defend, indemnify and hold Milford Supply harmless from and against all third party claims, damages and expenses (including reasonable attorney's fees) against or incurred by Milford Supply arising out of your use or access of the Site, or any breach of these Terms of Use.

5. **Submissions / Uploads to the Site:** If you submit or upload any information or files to our site ("Submissions"), you agree not to (1) post or transmit anything that is defamatory, abusive,

libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) submit or upload anything that violates the copyright or intellectual property rights of any person or entity, (3) post or transmit a virus or any other harmful component, or (4) contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication. Milford Supply shall have the irrevocable license and right to use Submissions for its business purposes. You are responsible for making sure all Submissions that you originate or require are properly backed up so you have ready access thereto in the event of loss, corruption or interruption. You agree to defend, indemnify and hold Milford Supply harmless from and against all third party claims, damages and expenses (including reasonable attorney's fees) against or incurred by Milford Supply arising out of any Submissions you post or allow to be posted to the Site.

6. Disclaimer of Warranties: COMPANY DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. YOU UNDERSTAND AND ACKNOWLEDGE THAT MILFORD SUPPLY IS NOT THE MANUFACTURER OF PRODUCTS SOLD THROUGH THE SITE AND THAT MILFORD SUPPLY HAS NO CONTROL OVER YOUR USE OR INSTALLATION OF THE PRODUCTS. ACCORDINGLY, THIS SITE AND PRODUCTS SOLD THROUGH THE SITE ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. COMPANY SPECIFICALLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OBTAINED THROUGH THE SITE. COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. THE ONLY PRODUCT WARRANTIES ARE THE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS.

7. Limitation of Liability Regarding Use of Site: COMPANY AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY HYPERLINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

8. Links to Other Sites: Milford Supply makes no representations whatsoever about any other website that you may access through this Site. When you access a non-Milford Supply site, please understand that it is independent from Milford Supply, and that Milford Supply has no control over the Content on that website. In addition, a hyperlink to a non-Milford Supply website does not mean that Milford Supply endorses or accepts any responsibility for the Content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan

horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

9. Revisions; General: Milford Supply reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Milford Supply and you pertaining to the subject matter hereof. In its sole discretion, Milford Supply may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site. In the event of any dispute or claim relating to the Site or these Terms of Use, you agree to resolution of such dispute in the state or federal courts located in "Saint Louis" in accordance with "Missouri" law.