

DEFINITIONS

In these Quotation Terms and Conditions and Terms and Conditions of Sale:

"Authorized Representative" means an employee of Graybar Canada Limited holding the position of either *Regional Vice President, Senior VP-Sales and Marketing or Executive Vice President & General Manager*.

"Buyer" means the party who has requested this quotation or has placed an order for Goods.

"Goods" includes the products, materials or goods which are the subject of this quotation or an order.

"Supplier" means the person who manufactured or supplied the Goods to Graybar Canada for resale.

"Terms and Conditions of Sale" means our Quotation Terms & Conditions or our Terms and Conditions of Sale, as the context requires.

"Website" means Graybar Canada Limited's website or <https://graybarcanada.com>.

"Website Terms" means Graybar Canada Limited's terms and conditions of use for the Website.

INTERPRETATION AND APPLICATION

In these Terms and Conditions, a reference to "us", "we" or "our" refers to Graybar Canada Limited; a reference to "you" or "your" refers to the Buyer.

These Terms and Conditions apply to a request for quotation and to the purchase and sale of Goods including the purchase and sale of Goods through our Website. These Terms and Conditions are an integral part of our Website Terms. You should carefully review our Website Privacy Policy before placing an order for Goods.

Where you have registered with us to use our Website whether on your own behalf or through a designated Super User for your account, access for such use is granted only for legitimate business purposes. We have the right to rely on the authenticity and authority of any Super User designated by you and any team members designated on your behalf by your Super User without further verification and without liability. You agree to be bound by any order you place or that is placed by your designated administrator, Super User or your Super Users' designated team members.

QUOTATION TERMS & CONDITIONS

1. **QUOTATION.** Our quotation constitutes an offer by the us to sell the Goods to the Buyer. The offer is only open for acceptance for 30 days following the date of quotation, or such shorter time as may be provided in the quotation. Until this quotation is accepted, it is subject to change by us without prior notice to the Buyer. This quotation is subject to correction of clerical, typographical and mathematical errors or omissions and such errors or omissions do not bind the us.
2. **SHIPPING. SHIPPING.** Unless otherwise specified in the quotation, the Goods will be provided **EXW (Ex-Works)** our location where an order will be processed. If there is any evidence of shortage in shipments, please note this on receipt before signing. Claims for damages or shortages should be made to the carrier at the time of delivery.
3. **RETURNS.** No Goods are to be returned to us without first obtaining our permission in writing. Goods returned without our permission will remain at Buyer's risk and may not be accepted for return by us.
4. **CREDIT APPROVAL.** All orders arising from this quotation are subject to our approval of the Buyer credit at time of placement of the order. Buyer acknowledges that credit approval by us may require: (a) full financial review to assess Buyer's creditworthiness; and/or (b) the provision of a copy of a valid Labour and Materials Payment bond that secures payment for the Goods.
5. **TERMS AND CONDITIONS OF SALE.** By placing an order, Buyer makes an offer to purchase the Goods under the terms and conditions of this quotation. Orders for any Goods sold pursuant to the terms of this quotation shall be subject to our Terms and Conditions of Sale. By placing an order Buyer acknowledges having read the Terms and Conditions of Sale. We may accept any offer to purchase by confirming the order by written confirmation or invoice, or by delivering the Goods, whichever first occurs. No order is binding on us unless accepted by us. We may choose not to accept orders at our sole

discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

6. **CAUSES BEYOND OUR CONTROL.** We will not be liable for loss, damage or delay in delivery resulting from causes beyond our control. Please see our Terms and Conditions of Sale for further details.
7. **TAXES EXTRA.** Prices in this quotation are exclusive of all applicable sales or value added taxes, which must be paid by Buyer in addition to the quoted price.
8. **CONFLICT.** In the event of any conflict between any quotation and our Terms and Conditions of Sale, our Terms and Conditions of Sale shall prevail. The terms and conditions in this quotation (including the Terms and Conditions of Sale) prevail over any terms and conditions in a Buyer's purchase order or other document issued by the Buyer.

TERMS & CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER.** Our acceptance of any order is expressly subject to these Terms and Conditions. These Terms and Conditions, the Quotation Terms and Conditions and our Website Terms constitute a complete and exclusive statement of the agreement between us and the Buyer and no prior or other written or oral agreement or course of dealing shall in any way modify, change or add to these Terms and Conditions hereof unless expressly agreed to in writing by an Authorized Representative.
2. **TERMINATION.** Acceptance of any order is subject to credit approval and acceptance of the order by us and our Suppliers. If Buyer fails to comply with these Terms and Conditions, a Supplier is unwilling or unable to provide the Goods, or if we determine in our sole discretion, the Buyer's financial condition or credit-worthiness is inadequate or unsatisfactory, we reserve the right to terminate this agreement upon notice to the Buyer and without liability to the us.
3. **PRICES.** Buyer shall purchase the Goods from us at the prices published and in effect at the time of shipment. Prices are subject to change without notice. Any changes in quantities, or destination of the Goods or a partial release of the Goods ordered may result in a price adjustment, in an amount to be determined in our sole discretion.
4. **SHIPPING CHARGES AND INSURANCE.** We will arrange for shipping of the Goods where you elect to have us do so. Following placement of your order we will contact a carrier to determine the cost of shipping. The carrier used and the cost of shipping is determined by the nature of the Goods you have order, your order's weight, dimensions and other characteristics, as well as the distance to be travelled. We will provide confirmation of the shipping cost and estimated time for delivery after receiving your order and before the Goods are shipped. Buyer shall pay for and shall hold us harmless from all shipping charges and insurance costs for the Goods.
5. **PICK UP.** If you have not elected for us to ship your Goods you may pick them up at our branch from which you have received order confirmation.
6. **IMPORT/EXPORT.** Where Buyer intends to import or export any Goods after title in the Goods has passed to the Buyer, the Buyer is solely responsible to obtain or complete any documentation required to import or export the Goods, as the case may be and to pay for any customs or excise duties, tariffs, taxes or other government charges related to the import or export and shall hold us harmless from all such duties, tariffs, taxes or other government charges.
7. **TERMS OF PAYMENT.** Payment is due net in 30 days. Interest will be charged at a rate of 12% per annum on all accounts not paid by the due date, calculated on and after such due date. In the event that legal action is taken by us to collect any amount due hereunder, Buyer shall pay all court costs and legal fees on a solicitor-and-own-client basis incurred by us in bringing such an action.
8. **DISCREPANCIES AND RETURN OF GOODS.** Claims for shortages (other than lost in transit), excess Goods or non-conforming Goods, must be made in writing not more than five (5) days after receipt of the shipment. No credit will be allowed for Goods returned without permission from us. The acceptance by us of any Goods for return does not oblige us to grant a credit or provide a replacement, which will be at our sole discretion. Credits or returns may be contingent on a Supplier's conditions for return for credit or replacement of the Goods. Goods may also not be accepted for credit or replacement for reasons including that the Goods were special order items or due to their age or condition. A deduction will be made from credits issued on all returned material which is accepted for return by us to cover cost of handling.

9. **TITLE.** Title to the Goods passes to the Buyer upon delivery of the Goods to the Buyer or to Buyer's carrier.
10. **RISK OF LOSS.** Risk of loss to the Goods passes to the Buyer upon receipt by the Buyer or to a carrier where the Goods are tendered to a carrier to deliver the Goods to the Buyer.
11. **TAXES.** Prices are subject to any sales, excise, goods and services and other governmental charges payable by us to any federal, provincial or local authority now or hereinafter imposed upon any sales or shipments.
12. **DELAY IN DELIVERY.** We are not liable nor are we to be accountable for any delays in delivery that are caused by factors or contingencies beyond our control. It is acknowledged by Buyer and us that factory shipment and delivery dates are based on the best estimates of our Suppliers. In no case shall we be liable or accountable for any damages including, without limiting the generality of the foregoing, general, special or consequential damages arising from any delay in delivery to or by us.
13. **LABOUR CHARGES.** We shall not be held liable for any labour charges other than those agreed upon in advance between us and Buyer of the Goods.
14. **BUYER REQUIREMENTS.** By placing an order Buyer represents and warrants to us that (a) you have made your own determination that the Goods are suitable for their intended use; (b) you have inspected the Goods to verify they meet your needs, and (c) you have not relied on us in this regard. This agreement does not include any accessory equipment unless accessory equipment is expressly set out.
15. **WARRANTIES.** We do not manufacture any of the Goods offered on our Website. We only warrant that all goods sold are free of any security interest or other lien. The availability of Goods through our Website does not indicate an affiliation with or endorsement of any Goods or Supplier. However, the Goods offered on our Website are covered by Supplier warranties as detailed in the description of the Goods on our Website and included with the Goods. We will transfer to you all transferable warranties made to us by the Supplier. To obtain service for defective Goods, please follow the instructions included in the Supplier's warranty.
16. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, WE MAKE NO OTHER EXPRESS OR IMPLIED WARRANTY OR CONDITION, STATUTORY OR OTHERWISE AND SPECIFICALLY MAKE NO CONDITION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS UNLESS OTHERWISE AGREED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION, CONDITION OR WARRANTY MADE BY US OR ANY OTHER PERSON ON OUR BEHALF.
17. **USE IN NUCLEAR FACILITY OR ACTIVITY.** GOODS SOLD UNDER THIS AGREEMENT ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY OR ACTIVITY, UNLESS THEY HAVE BEEN CERTIFIED FOR SUCH USE BY THE PROPER CERTIFYING AUTHORITY.
18. **LIMITATION OF LIABILITY.** Buyer's remedies for any defects in the Goods are subject to any limitations contained in this agreement or in the Supplier's terms and conditions of sale to us. A copy of such terms and conditions will be furnished upon written request. Furthermore, our liability and the liability of any or our successors, assigns, agents, employees, officers, directors or shareholders shall be limited to either repair or replacement of the Goods or refund of the purchase price all at our option, and in no case shall we be liable for incidental or consequential damages. In no case shall our aggregate liability arising out of or related to this agreement, whether arising out of or of related to breach of contract, tort or otherwise, exceed the amount paid to us under this agreement.
19. **INDEMNITY.** Buyer agrees to indemnify and hold harmless us and our, successors, assigns, agents, employees, officers, directors or shareholders against all costs, damages, claims and demand in connection with any and all product liability or other claims arising from the negligence, wilful misconduct or legal or regulatory non-compliance of Buyer; and any actual or alleged infringement of any trademark or copyright law arising out of the delivery, sale or use of the Goods.
20. **ASSUMPTION OF RISK.** The Buyer assumes all risk and liability for the results obtained by the use of any Goods, whether in terms of operating costs, general effectiveness, success or failure, and regardless of any oral or written statements made by us, by way of technical advice or otherwise, related to the use or performance of the Goods.

21. **WAIVER.** Our failure to insist upon the performance of any of the terms and conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition or right under this agreement.
22. **MODIFICATIONS OF TERMS AND CONDITIONS.** No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these Terms and Conditions, shall be binding on us without the prior written agreement of a duly Authorized Representative.
23. **FORCE MAJEURE.** We shall not be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this agreement when and to the extent such failure or delay is caused by or results from acts beyond our reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) epidemics, pandemics (including the 2019 novel coronavirus); (d) changes in any applicable law; (e) actions, embargoes, or blockades in effect on or after the date of this agreement; (f) actions by any governmental authority; (g) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (h) national or regional emergency; and (i) strikes, labour stoppages or slowdowns, or other industrial action.
24. **GOVERNING LAW.** This agreement is subject to the laws of the Canadian province or territory where the Buyer's order is accepted by us. The parties agree that the *United Nations Convention on Contracts for the International Sale of Goods* does not apply to this agreement.