

White Cap Supply Holdings, LLC

SBA Terms and Conditions

1.0 SBA; SBA Terms and Conditions; Parties; Order

1.1 These SBA Terms and Conditions (“SBA Terms and Conditions”), together with: (a) the terms of any Order (as defined below); (b) the Supplier Commercial Terms Agreement (the “Information Sheet”) signed by White Cap (as defined below) and Supplier (as defined below); (c) any attachment to the Information Sheet (an “Attachment”); and (d) White Cap’s Ethics Guide (see, <http://supplier.whitecap.com>) (as modified from time to time, the “Ethics Guide”), are collectively referred to herein as the “SBA”. Any conflict between the documents comprising the SBA will be resolved in the following order of priority: Order; Information Sheet; SBA Terms and Conditions; Ethics Guide; and Attachment. The SBA constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, or agreements, written or oral, and may not be supplemented by any course of dealing, course of performance, or trade usage.

1.2 As used herein, “White Cap” means White Cap Supply Holdings, LLC and its subsidiaries, affiliates, successors, and assigns (whether through a sale of assets or stock, merger, or similar transaction). The term “Supplier” means the Supplier designated in the Information Sheet and any permitted successor thereof.

1.3 Every purchase order (“Order”), whether written, faxed, or electronically transmitted to Supplier, is subject to all terms and conditions contained in the SBA. Further, the SBA governs all purchases made by White Cap, whether such purchases are for resale, rental, redistribution, or internal use.

2.0 Acceptance of Orders

2.1 Each Order shall be deemed accepted by Supplier if any shipment of products is made under the Order or if the Order otherwise is acknowledged by Supplier. Neither additional or different terms nor the furnishing by Supplier of additional documents shall modify the Order unless specifically agreed to in writing by an authorized agent of White Cap. Any such additional or different terms or additional documents are rejected by White Cap, and White Cap’s failure to object specifically to such additional or different terms will not be a waiver of any provisions of the SBA. There shall be no changes or modifications to any Order unless expressly agreed to in writing by authorized agents of White Cap and Supplier. Time is of the essence of any Order. Because White Cap’s commitments to its customers are made in reliance on Supplier’s commitments under each Order, Supplier shall not reject an Order submitted by White Cap that complies with applicable SBA terms unless it has provided at least 90 days’ prior written notice to White Cap that it will not accept Orders after a specified date.

2.2 In the event of a dispute between Supplier and White Cap, Supplier shall continue to provide products to White Cap pursuant to White Cap’s pending and subsequent Orders, and shall otherwise not suspend shipments of products during the time while such dispute is being resolved.

3.0 Title and Risk of Loss; Acceptance of Products; Samples

Unless otherwise provided in the SBA or in any Order, all Orders will be deemed “Prepaid, FOB destination” (as defined in the Georgia Uniform Commercial Code) or “DDP” (as defined in Incoterms 2020) White Cap’s specified facility, and shall be delivered through White Cap’s core carrier program. Consequently, in such circumstances no liability for shipping, insuring, or paying duty on the products will be incurred by White Cap, and risk of loss shall not pass to White Cap until legal title passes upon acceptance of the products by White Cap at the designated final destination, provided that the products are delivered in good condition. White Cap will have a reasonable period of time after performance within which to inspect and accept the products. Receipt of, or payment for, the products will not constitute acceptance and will not affect White Cap’s remedies under the SBA.

4.0 Price Changes

4.1 If Supplier reduces its regular selling price for any product before shipment, Supplier agrees to apply the reduced price to all unshipped Orders. Price protection also shall be provided on special quotations issued by Supplier with a valid quote number and shall be good for 120 days from date of quotation.

4.2 Prices charged for products listed in an Order are not subject to increase, including, but not limited to, any increase based upon changes in raw materials or component pricing, labor or overhead, or tariffs or duties, unless agreed to in writing by an authorized representative of Category Management of White Cap.

4.3 No difference between the quantities of a product actually ordered by White Cap and those originally forecasted by White Cap shall give rise to any increase in the price of such product. By written notice to White Cap, Supplier may propose an increase in prices for products not covered by an accepted Order, but White Cap need not accept any such proposed price increase. Along with any proposal for a price increase, Supplier shall provide documentation supporting Supplier’s proposal (e.g., industry reporting or raw material indexes). Further, Supplier shall complete any forms reasonably required by White Cap for the purpose of documenting the current cost versus the proposed new cost for each product for which Supplier proposes a price increase. White Cap will not entertain proposals submitted verbally or without the required supporting documentation. There is no requirement or

obligation for White Cap to approve any price adjustment, and the price set forth in the most recent Order shall control until such time as any new pricing is agreed upon and reflected in a newly issued Order. Any price increase approved by White Cap shall become effective 90 days after Supplier’s receipt of White Cap’s approval. All open Orders or Orders placed prior to the effective date of a price increase shall be fulfilled in accordance with the previously established pricing. Supplier acknowledges and agrees that any approved tariff-related price increase will be limited to the increased cost of the product in the country of origin.

4.4 Supplier warrants that the net prices and warranties are no less favorable to White Cap than those offered to any other dealer or reseller in the relevant geographic market channel served by White Cap.

4.5 The prices stated in the Order include any and all expenses, charges and costs (including, but not limited to, any and all charges for packing, hauling, storage, transportation to point of delivery, travel, insurance, and taxes, if applicable).

4.6 No charges or surcharges of any kind not stated in the SBA shall be allowed unless agreed to in writing by an authorized representative of Category Management of White Cap. Along with any request for such charge or surcharge, Supplier shall provide documentation substantiating the need for same. Any charge or surcharge approved by White Cap shall become effective 90 days after Supplier’s receipt of White Cap’s approval. All open Orders or Orders placed prior to the effective date of a price increase shall be fulfilled without such charge or surcharge. White Cap and Supplier agree the duration of any White Cap-approved charge or surcharge shall not exceed 90 days unless the documentation provided by Supplier reasonably supports a longer duration.

5.0 Warranties, Representations, Covenants and Guarantees

5.1 Supplier represents that all products comply with all applicable federal, state/provincial, and local laws, codes (including building codes), statutes, ordinances, rules, regulations, and requirements of the country of origin, the country of transit, or any applicable country or jurisdiction, and orders of any governmental or regulatory authority, as the same may be amended from time to time, including, but not limited to, those related to child labor, occupational health and safety, environmental, product safety, stewardship, privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information (as hereinafter defined); the Consumer Product Safety Act; the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act; the Federal Food, Drug, and Cosmetic Act; the Federal Hazardous Substances Act; The Safe Drinking Water and Toxic Enforcement Act of 1986; all applicable rules and regulations regarding maximum volatile organic compound content and associated markings; all applicable rules and regulations regarding fees, assessments and recordkeeping requirements associated with the sale of pesticides; the Federal Energy Policy and Conservation Act; all applicable rules and regulations of the Federal Trade Commission, the U.S. Food and Drug Administration, and any other federal, state, or local agency; any applicable law, rule of law or equity, statute, ordinance, act, code, rule, standard, regulation, by-law, decision, judgment, decree, treaty or administrative order (including, without limitation, any order, rule, standard or regulation of the Canadian Standards Association, Underwriters’ Laboratory or Canadian Gas Association or other relevant regulatory body, group or association) of any jurisdiction in effect from time to time, including without limitation, of Canada or any province thereof, or any other jurisdiction in which the product(s) are manufactured (each, a “Law” or collectively, the “Laws”), and that any changes to the products hereafter made by Supplier shall comply with all applicable Laws. For the purposes of the SBA, “Personal Information” means any information that: (i) can be used to identify, locate or contact an individual; or (ii) is subject to privacy laws or industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council.

5.2 Supplier warrants, represents and guarantees to White Cap and to all persons purchasing or using the products (whether purchased from White Cap, from any third party to which White Cap sells the products, or otherwise) that for the longer of the period provided by applicable Laws, or the warranty period provided by White Cap to its customer: (a) all products will be furnished in accordance with these SBA Terms and Conditions and will be of the quality, form, fit, function, size and dimensions ordered under an Order; (b) all products will be new products of the latest design or model and in conformity with all plans, specifications, performance standards, drawings, control samples and other data incorporated as part of an Order; (c) all products will be of good quality, merchantable, free and clear of liens and encumbrances, and free from all defects in material and workmanship and shall be fit and appropriate for their intended purposes; and (d) the design, manufacture, labels, packaging, instructions, disclaimers and warnings concerning all products will comply with these SBA Terms and Conditions and all applicable Laws. The foregoing warranties are intended to provide White Cap with protection from any and all warranty claims brought against White Cap by its customer or those claiming through White Cap’s customer. This includes, but is not limited to, meeting any customer-required warranties relating to the products in question or finished goods into which the products are incorporated. All such customer-required warranties are incorporated herein by reference.

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5.3 Supplier agrees that White Cap need not inspect products or packaging before sale, and that Supplier's warranties shall survive any inspection, installation, acceptance, or payment by White Cap or its customer. White Cap's approval of any design, material, or packaging shall not relieve Supplier of any obligations hereunder.

5.4 In addition to the foregoing, Supplier warrants, represents, covenants and guarantees the following:

(a) If reasonably requested by White Cap or required by Law or legal precedent, the labels, packaging, instructions and warnings accompanying Supplier's products shall be multilingual and/or contain universally accepted pictographs and/or symbols, and the packaging shall include appropriate UPC bar coding;

(b) If requested by White Cap or required by Law, Supplier will supply White Cap with any and all instructions, warnings, and safety sheets for Supplier's products;

(c) If Supplier is required to provide safety data sheets, weights, measures, signs, legends, words, particulars, or descriptions, stamped, printed, or otherwise attached to the products or containers (including U.S.-required country of origin markings) or referring to the products delivered hereunder, the foregoing shall be delivered to White Cap contemporaneously with delivery under an Order, and the same shall be true, accurate and complete and shall comply with all applicable Laws;

(d) Every product shall conform to and comply with all applicable industry standards (including all language requirements) and any other testing laboratory approved by, or reasonably specified by, White Cap;

(e) No product shall infringe any actual or alleged patent, design, trade name, trademark, copyright, trade secret, or any right or entitlement of any third party;

(f) Neither Supplier's manufacturing plants nor any subcontracted plants use government assigned labor or forced labor or workers who are under minimum working age requirements, and in no event under the age of 14;

(g) White Cap and its customers have the right, upon reasonable notice to Supplier, to inspect Supplier's manufacturing plants, as well as subcontracted plants producing products purchased by White Cap under the SBA;

(h) Supplier and all its employees, agents and representatives are familiar with and comply with the U.S. Foreign Corrupt Practices Act and all applicable similar laws where Supplier does business. Specifically, these entities shall not give or offer to give anything of value to a government official or political party, or any candidate for political office, for the purpose of influencing official action in favor of White Cap or to secure any improper business advantage or in order to obtain or retain business. All employees, agents or representatives of Supplier performing services in the U.S. for White Cap are in compliance with the Immigration Reform and Control Act of 1986 ("IRCA"), and Supplier shall comply fully with the record keeping and other requirements of IRCA. White Cap is not responsible for sponsorship of any workers who perform services for it at the request of Supplier. Supplier shall provide White Cap only workers for whom Supplier has confirmed legal eligibility to perform services as employees in the U.S., and for whom all required record keeping under IRCA has been performed and maintained;

(i) Supplier shall provide, upon request and as promptly as practicable, certifications regarding the country of origin of all products supplied to White Cap, as well as detailed conflict minerals information consistent with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act;

(j) If any regulatory or other agency issues an order requiring White Cap or Supplier to recall, replace, repair, or make refunds with respect to all or part of any products sold hereunder (any of the foregoing, a "Recall"), Supplier shall: (i) provide prompt notice of the Recall to White Cap; (ii) at its own expense, comply with all Laws affecting the Recall and reasonable instructions from White Cap concerning the manner of conducting the Recall; and (iii) defend, indemnify, and hold White Cap harmless for its costs and expenses associated with the Recall, including without limitation, court costs and attorneys' fees. If Supplier learns (whether through other customers or otherwise) of a quality or safety problem with respect to any of Supplier's products being purchased under the SBA, Supplier shall notify White Cap immediately concerning such problem. If either Supplier or White Cap determines, in its reasonable discretion, that a Recall is warranted without regard to any official proceedings (a "Voluntary Recall"), Supplier shall assume all costs and expenses of such Voluntary Recall and defend, indemnify, and hold White Cap harmless as set forth herein. A Voluntary Recall shall be conducted in a manner reasonably agreed upon by Supplier and White Cap;

(k) The products are not being sold under a quota basis, or if so, it has been properly disclosed to White Cap in writing;

(l) In the event of a natural disaster or industry-wide shortage of products ("Emergency Condition"), Supplier shall use its good faith and commercially reasonable efforts to (i) give priority to Orders placed by White Cap for products during the duration of the Emergency Condition, and (ii) set aside an adequate quantity of products for the exclusive purchase by White Cap for the duration of the Emergency Condition;

(m) Supplier shall label all Supplier products with warnings in compliance with the California Safe Drinking Water and Toxic Enforcement Act of 1986 (the "Act") and any subsequent amendments thereto. Any such warnings shall comply with the Act's safe harbor warning regulations, California Code of Regulations, title 27, Sections 25601 et seq., as they may be amended from time to time. Twelve months prior to the shipment of labeled products, Supplier shall provide written notification to White Cap identifying the products that must be labeled and the specifics of such labeling requirements as implemented by Supplier. Furthermore, Supplier acknowledges and agrees that White Cap will not accept notifications and/or warning materials that attempt to shift the responsibility to White Cap for providing product warnings under the Act; and

(n) The SBA does not grant to Supplier any exclusive privileges or rights, and White Cap may contract with other suppliers for the procurement of comparable products. White Cap makes no guarantee or commitment for any minimum or maximum amount of purchase hereunder.

5.5 If the Supplier products do not comply with the warranties set forth in this Agreement, in addition to other remedies available at Law or in the SBA, Supplier shall, at White Cap's discretion:

(a) repair or replace the defective products; or

(b) credit or refund the purchase price of such defective product plus any inspection, test, and transportation charges paid by White Cap, less any applicable discounts, rebates, or credits.

For such products, White Cap shall ship, at Supplier's expense and risk of loss, such allegedly defective Supplier products to the nearest authorized Supplier location and Supplier shall, at Supplier's expense and risk of loss, return any repaired or replaced products to a location designated by White Cap in a timely manner. If Supplier fails to repair or replace the products in a timely manner, White Cap may do so and Supplier shall reimburse White Cap for White Cap's actual and reasonable expenses incurred in doing so.

6.0 Indemnification

6.1 Supplier shall indemnify, defend, and hold White Cap (which for purposes of Sections 6 and 7 of these SBA Terms and Conditions shall include White Cap's directors, officers, employees, and agents) harmless from and against any and all claims, lawsuits, judgments, losses, Recalls, civil penalties or actions, costs, liabilities, damages, and expenses (including attorneys' and accountants' fees and expenses) by any person, corporation, government, governmental agency, class, or any other entity whatsoever, arising or resulting from and/or in any way relating to any: (a) acts or omissions of Supplier, its employees, agents, contractors, subcontractors and/or any other persons for whose conduct it may be or is alleged to be legally responsible; (b) products provided by Supplier hereunder or the use thereof; (c) dispute regarding Supplier's product warranties, guarantees, covenants or representations, any breach thereof and/or the breach of any applicable Law or otherwise; (d) dispute involving promotional or advertising matter, fixtures, displays, guarantees, representations, warranties, labels, and/or instructions, verbal or otherwise, furnished (or required to be furnished) by Supplier or submitted to Supplier by White Cap for approval; (e) dispute regarding infringement of any patent, design, trade name, trademark, copyright, trade secret, or any other right or entitlement of any third party; (f) environmental, property and/or toxic tort claim, lawsuit, judgment, loss, civil penalty or action; and (g) claim against White Cap by any employee of Supplier regarding a workers' compensation matter. This agreement to indemnify, defend, and hold harmless White Cap applies irrespective of any negligence by White Cap, except to the extent finally determined in legal proceedings that the loss resulted from the sole fault or negligence of White Cap.

6.2 As long as Supplier is in compliance with its defense obligations hereunder, Supplier shall have control of the defense of any action for which indemnification is sought, subject to the following requirements: (a) Supplier shall promptly provide White Cap copies of all discovery requests as soon as they are available to Supplier; (b) Supplier shall provide White Cap copies of all proposed pleadings and the opportunity to comment on them prior to their filing; (c) Supplier shall choose defense counsel that is reasonably satisfactory to White Cap; (d) Supplier or its representatives shall keep White Cap or its agents informed of all material information pertaining to a claim; (e) Supplier shall inform White Cap of the date of any mediation, arbitration, trial or settlement conference as soon as possible after it receives such information, as well as the outcome of same; and (f) Supplier shall obtain White Cap's prior written consent before entering into any settlement or compromise of the claim that would result in the admission of any liability by White Cap, any financial liability on the part of White Cap, or would subject White Cap to injunctive relief. Notwithstanding the above, White Cap shall have the right, but not the obligation, to participate as it deems necessary in the handling, adjustment, or defense of any claim. If White Cap reasonably determines that a defense or defenses are available to White Cap that are not available to Supplier and raising such defense or defenses would create a conflict of interest for the counsel defending the claim, White Cap will be entitled to retain, at Supplier's expense, separate counsel for the purpose of raising these defenses.

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6.3 If Supplier fails to assume its defense and indemnity obligations hereunder within 10 days after notice of any claim, White Cap shall have the right, but not the obligation, to proceed with its own defense and thereafter to require Supplier to reimburse and indemnify White Cap for any and all losses, costs and expenses (including attorneys' and accountants' fees and expenses) incurred by White Cap in connection with such matter.

6.4 Supplier's agreement to defend, indemnify, and hold harmless White Cap under the terms of this Section 6 is independent of and in addition to Supplier's agreement to procure insurance as required in Section 7 below. Supplier's insurer's position regarding insurance coverage for White Cap, as an additional insured, does not in any way modify or limit Supplier's agreement to defend, indemnify and hold harmless White Cap as required in this Section 6.

7.0 Insurance

Supplier shall procure and maintain commercial general liability insurance including products liability, completed operations and contractual liability coverage, all on an occurrence basis for property damage and bodily injury or death. A broad form endorsement shall be maintained in said insurance policy with White Cap listed as an additional insured, requiring Supplier's insurance be the primary policy with respect to any loss. Supplier further agrees to forward a copy of the SBA to its insurer, and as a condition precedent to White Cap's obligations hereunder, to cause to be delivered to White Cap by Supplier's insurer a current certificate of insurance, including renewals before the expiration of the then-current coverage, showing the coverage required by this provision, as well as a copy of the broad form endorsement evidencing White Cap's status as an additional insured. Supplier further agrees that upon notice of a claim against White Cap involving any product sold to White Cap hereunder, Supplier will immediately notify all insurance carriers that issued policies to Supplier listing White Cap as an additional insured of said claim. Thereafter, Supplier agrees to keep White Cap fully informed of all activity related to such claim, including, but not limited to, providing White Cap with all correspondence and action taken by any insurance carrier. Additionally, Supplier and its insurer shall provide to White Cap 30 days' prior written notice of any non-renewal, cancellation, or other change in coverage that may impair or otherwise affect White Cap's rights thereunder. Supplier shall comply with all applicable limits and insurance requirements identified in the Supplier Insurance Requirement Addendum. The furnishing of insurance hereunder shall not be deemed to limit Supplier's liability or Supplier's indemnification obligations under the SBA.

8.0 Termination, Cancellation, and Returns

8.1 White Cap reserves the right to terminate or cancel any Order in whole or in part at any time before shipment of the products (other than specially-fabricated products) without incurring any liability.

8.2 Notice of defects in the products or of any other breach by Supplier under the terms of any Order will be considered made within a reasonable time if promptly made after being discovered by White Cap or after notification is given to White Cap by its customers or the users of the products. The return of such products shall not relieve Supplier from liability for failure to ship conforming products under any Order or for liability with respect to warranties, express or implied. Failure of White Cap to state a particular defect upon rejection shall not preclude White Cap from relying on unstated defects to justify rejection or establish breach. Resale, repackaging, repacking, or cutting up for the purpose of resale or for use shall not be considered acceptance of the products so as to bar White Cap's right to reject such products or to revoke acceptance.

8.3 In addition to the terms set forth in Section 8.2 above, White Cap may terminate the SBA or cancel any Order in whole or in part, reject products, refuse to receive products, or return all or part of the products, paying only for any part retained at the pro-rated Order rate and returning the balance at Supplier's expense without White Cap's incurring any liability to Supplier if, in White Cap's reasonable opinion:

(a) Supplier breaches its express warranties, representations, covenants or guarantees set forth in these SBA Terms and Conditions or in the other documents comprising the SBA;

(b) Products received are less than or greater than the quantity, weight or volume provided for in the Order, or vary in any respect from the samples from which or the specifications for which the Order was placed;

(c) Supplier (i) shall have changed the factory or the subcontractor providing products, (ii) shall have delivered, or coordinated delivery of, the products to White Cap at a date and/or time that differs from the specified delivery date(s) and/or time(s), (iii) fails to comply with the shipping or invoicing instructions on the Order, or (iv) fails to comply with any of the terms or conditions of the Order;

(d) A claim is made that the sale or offer of sale of said products or the use of said products by White Cap infringes or would infringe any alleged patent, design,

trade name, trademark, copyright, trade secret, right or similar entitlement of any third party;

(e) Supplier files or is the subject of a petition in bankruptcy, becomes insolvent, makes any assignment or arrangement with or for the benefit of creditors, or a receiver or person acting in a similar capacity is appointed for Supplier or its property; or

(f) Discontinuance of or substantial interference with White Cap's business has occurred, in whole or in part, or with respect to the particular store, facility, location or department for which the Order is given, by reason of fire, flood, storm, drought, hurricane, earthquake, war, strike, labor dispute, epidemic (including pandemic flu), act of God, terrorism, embargo, civil commotion, governmental regulation, or any other cause beyond White Cap's reasonable control.

8.4 Acceptance of products in the circumstances set forth in Section 8.3 shall not bind or obligate White Cap to accept further deliveries on an Order. Acceptance in such circumstances shall not be construed as a waiver of White Cap's right to recover for Supplier's non-compliance with these SBA Terms and Conditions.

8.5 Cure of nonconforming tender may be made only with the express written consent of a duly authorized agent of White Cap.

8.6 Notwithstanding the absence of an exception notation on a freight receipt or any other term set forth in a freight receipt, bill of lading or other shipping document that may be executed upon the receipt of freight by White Cap, White Cap expressly retains its right to pursue (within a reasonable time frame or such other time frame agreed upon by the parties in writing) a claim or charge-back with Supplier for shortage, damage or other defect of delivered freight that comes to White Cap's attention following the delivery of such freight.

8.7 White Cap shall have the right to return to Supplier products in resaleable condition by sending the same to Supplier freight and insurance prepaid and paying Supplier a restocking charge: (a) in the amount provided in the Information Sheet; or (b) if not so provided in the Information Sheet, in an amount equal to 10% of Supplier's original invoice price of the products so returned; provided, however, that, White Cap shall not be required to pay Supplier a restocking fee for discontinued or obsolete inventory. In the event White Cap has paid for such product at the time of return, Supplier shall refund to White Cap the price of such product less Supplier's restocking charge. Returns shall not be limited by value, volume or otherwise.

8.8 For products not previously stocked at each of White Cap's locations, within 30 days of the end of the initial 180-day trial period, which begins with the date of receipt of the initial order, White Cap shall have the option to return any on-hand quantity of such product without incurring any restocking charge, administrative charge, processing fee or any liability of any kind. White Cap shall be responsible for return freight charges, and any such return shall not be limited by value, volume, or otherwise.

8.9 White Cap shall have the option to return any time sensitive products whose shelf life has expired, whose expiration date has passed, or is otherwise deemed unsuitable for sale. White Cap reserves the right to refuse to accept delivery of any product with less than 75% of its shelf life remaining based on the manufacturer's creation date. Returns of such products will be at Supplier's expense, with no restocking fee charged to White Cap.

8.10 Should the SBA expire or should White Cap terminate the SBA as provided herein, (a) all outstanding rebates will be paid to White Cap within 30 days of the expiration or termination date via check instead of credit memo; and (b) White Cap may elect, at Supplier's sole cost and expense, to (i) require Supplier to retrieve all or a portion of any on-hand inventory of Supplier and/or (ii) transfer any on-hand inventory to an alternative branch or branches of White Cap. As requested by White Cap, in White Cap's sole discretion, Supplier shall honor Orders pending as of the expiration date or the effective date of the termination of the SBA.

9.0 Intellectual Property

9.1 Supplier grants White Cap and its affiliates the non-exclusive, perpetual, worldwide, royalty-free right and license to use, copy and display any product information, data, images, and/or intellectual property Supplier furnishes White Cap during the term of the SBA ("Supplier Content"). The Supplier Content shall be provided for use by White Cap in various marketing and in-store activities including, without limitation, for use in White Cap's internet initiatives. Supplier acknowledges that White Cap is reliant upon Supplier to ensure that all Supplier Content is accurate and complete. Supplier agrees to revise, update, and resubmit Supplier Content promptly upon discovering it is inaccurate or incomplete. White Cap agrees that it will not make material modifications or alterations to Supplier Content without prior written approval. Except for the limited license granted to White Cap, Supplier retains all right, title and interest in and to the Supplier Content.

9.2 The parties may disclose to each other their confidential and proprietary information, which may include, but will not be limited to, information related to

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new products prior to product introduction, pricing and discount schedules, marketing and other business plans, technical information, drawings, schematics, and financial and other business records, current and prospective customer information without limitation customer identifying information, personal information of customer and its employees and agents, information relating to customer business affairs and financial information, as well as trade secrets (“Proprietary Information”). Both parties shall be prohibited from disclosing to any third party the other’s Proprietary Information, and both parties shall advise their personnel regarding this nondisclosure requirement. The term Proprietary Information does not include information (1) publicly disclosed or in the public domain through no fault of the party receiving the Proprietary Information; (2) disclosed pursuant to an applicable Law; (3) disclosed to the recipient party from a source independent of the disclosing party who is not bound by a confidentiality agreement with the disclosing party concerning the Proprietary Information; or (4) independently developed, discovered, or arrived at by the receiving party without using any of the Proprietary Information. The obligation to protect Proprietary Information, except for trade secrets marked or otherwise identified as such, will survive the SBA for three years after the date of disclosure to the recipient party. The obligation to protect trade secrets shall survive the SBA indefinitely.

9.3 Without the prior written consent of the disclosing party, which may be granted or conditioned in its sole and absolute discretion, the receiving party shall use such information only in furtherance of its sales promotion and marketing activities for products as expressly set forth in the SBA, and the receiving party may not duplicate, make available or disclose to any third party any such Proprietary Information. Upon request by the disclosing party, the receiving party shall promptly destroy or return to the disclosing party all such information and certify to such destruction and return in writing; provided, however, that the recipient party may retain one copy of the Proprietary Information (i) for the purpose of the defense of its rights and obligations under the SBA, (ii) for regulatory compliance or legal purposes, or (iii) for the purpose of storing archival copies in the ordinary course of business on the electronic back-up systems of the recipient; provided, further, that such retained Proprietary Information will remain subject to the confidentiality provisions of these SBA Terms and Conditions. The parties agree to use reasonable safeguards to protect such Proprietary Information in accordance with these SBA Terms and Conditions, industry standards, and applicable Laws.

9.4 Each party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Section 9 by the receiving party, and the disclosing party shall be entitled to seek, in addition to all other remedies, equitable relief, including seeking an injunction and specific performance, as a remedy for any such breach or anticipated breach.

9.5 Supplier acknowledges and agrees that all patents, designs, trade names, trademarks, copyrights, trade secrets, or any other proprietary rights or entitlements (“Intellectual Property”) owned or controlled by White Cap shall be and remain the sole property of White Cap and that Supplier will assist White Cap, or its designee, in perfecting such Intellectual Property rights by promptly responding to White Cap’s requests for data, samples, specimens, drawings and/or signed documents. Supplier shall not be entitled to use any Intellectual Property of White Cap (including any logo of White Cap) without White Cap’s prior written consent in each instance.

9.6 Notwithstanding anything to the contrary contained in this SBA Terms and Conditions, to the extent any products sold under the SBA are considered White Cap private label and/or White Cap/Supplier co-branded products, all Intellectual Property, including, but not limited to any images, photographs, and/or art work of or related to such products, related to such products shall be the sole property of White Cap, except to the extent otherwise agreed to in writing by White Cap and Supplier.

10.0 Computer System Access

10.1 From time to time, White Cap may provide Supplier access to proprietary computer systems and technologies owned and operated by White Cap (the “Systems”) to facilitate e-commerce and business-to-business (B2B) transactions. The Systems are to be used only for the business purposes of White Cap. White Cap may periodically monitor all uses of the Systems as allowed by Law. Supplier’s users shall have no expectation of privacy when using the Systems. In order to receive such access, Supplier agrees to the following:

(a) White Cap hereby grants Supplier limited, non-transferable access to certain Systems as may be determined by White Cap from time to time in its sole discretion. Supplier accepts the liability of managing its users’ access to the Systems as outlined in this Section 10. Each employee or agent of Supplier having access to the Systems will: (i) be assigned a separate User ID by Supplier and will use only that ID when logging on to the Systems; (ii) log off the Systems immediately upon completion of each session of service; (iii) not allow unauthorized individuals to access the Systems; (iv) keep strictly confidential the User ID and password and all other information that enables such access; (v) not reuse a compromised password (e.g. a password that has become known to anyone else at any time, including in an emergency); (vi) only utilize such access to perform its obligations to White Cap;

(vi) comply with White Cap’s encryption requirements or other service policies instituted by White Cap from time to time; (vii) not perform any unauthorized exploring or mining of the Systems; and (viii) only have access to the portion of the Systems necessary to perform Supplier’s obligations. Supplier is solely responsible for obtaining the hardware and software necessary to properly access the Systems.

(b) Supplier shall assign an individual working for Supplier that shall act as its Supplier Guardian Point of Contact (“SGPOC”). The SGPOC will be the security liaison between White Cap and Supplier and (i) oversee compliance with the requirements of this Section 10, (ii) manage Supplier’s access to the Systems by granting and removing individual user access and working with White Cap to resolve any Systems-related issues that may arise, (iii) receive notice of security breaches within Supplier’s organization, (iv) coordinate security breach incident response and remedial action, and (v) provide notice, reporting and work within Supplier to undertake other actions and duties as set forth in the SBA. Supplier shall ensure that such individual is sufficiently trained, qualified and experienced to be able to fulfill the functions set out in this Section and any other functions that might reasonably be expected to be carried out by the individual as an SGPOC.

(c) Supplier will have or promptly create internal security policies that, at a minimum, comply with this Section 10 and common industry standards and protect the integrity of the Systems. The Systems must at all times be protected from unauthorized use, theft, misuse, accidental or unauthorized modification, disclosure, transfer, or destruction. Anyone convicted of a felony, indictable offense, or a misdemeanor offense or summary conviction offense related to computers, theft, or information security, will not be allowed to serve as an authorized user for access to any Systems or as the SGPOC. White Cap reserves the right to refuse Systems access to any individual convicted of a felony, indictable offense, misdemeanor offense or summary conviction offense other than those related to computers, theft, or information security.

(d) If Supplier discovers or is notified of a breach or potential breach of security relating to any Systems Information (as hereinafter defined), the Systems, or any applicable Law, the SGPOC will (i) promptly notify White Cap of such breach or potential breach and (ii) if the applicable Systems Information was in the possession of Supplier at the time of such breach or potential breach, Supplier, with White Cap’s consent, shall (1) investigate and use its commercially reasonable efforts to mitigate the effects of the breach or potential breach and (2) provide White Cap with assurances reasonably satisfactory to White Cap that such breach or potential breach will not recur. No independent action to correct a security issue should be taken unless failure to immediately respond will result in irreparable harm to Supplier or White Cap.

(d) Supplier will not introduce any viruses, time or logic bombs, Trojan horses, worms, timers, clocks, back doors, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down the Systems or any component of the Systems, including, without limitation, its security or user data. In the event a virus or similar item is found to have been introduced into the Systems by Supplier, Supplier shall, at its sole cost and expense, (i) report it immediately to the SGPOC who will in turn report it to White Cap, (ii) use commercially reasonable efforts to reduce or eliminate the effects of the virus or similar item, and (c) if the virus or similar item causes a loss of operational efficiency or loss of data, mitigate and restore such losses. Furthermore, Supplier employees may not transfer personal or data files or software to the Systems, including software that is in the public domain (e.g. shareware or freeware).

(e) Except as otherwise expressly provided herein, White Cap retains all right, title and interest in and to the Systems and any data or information contained therein, including derivatives thereof (“Systems Information”).

(f) Upon the expiration or earlier termination of the SBA or upon White Cap’s request, Supplier will promptly return to White Cap all tangible items containing any Systems Information, including all copies, abstractions, and compilations thereof, without retaining any copies of the items required to be returned. Supplier will certify in writing that it has fulfilled its obligations under this Section following the return of data or information to White Cap.

(g) The obligations contained in this Section 10 extend to the employees and approved agents or subcontractors of Supplier, and Supplier shall inform such persons of their obligations hereunder.

11.0 Payment; Invoices

11.1 White Cap’s payment obligation shall arise only on the later of: (a) its receipt of products, and (b) its receipt and approval of a complete and correct invoice from Supplier for such products. Unless otherwise provided in the Information Sheet or the Order, payment terms measured from such date shall be 2% discount for payment in 60 days, and net payment required in 90 days.

11.2 White Cap is committed to paying all undisputed Supplier invoices timely and accurately, within stated terms. In the event an invoice is not paid or is paid for an

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amount different than Supplier expected, Supplier shall promptly identify and submit all reconciling items to White Cap. It is White Cap's policy to only address reconciliation items that are received within 12 months of shipping or invoice date, whichever is later. Supplier forever waives, releases and renounces any and all invoice claims not made within this period.

11.3 All invoices must be submitted electronically via EDI or through White Cap's electronic invoice submission process. White Cap may charge a \$25 paper processing fee (U.S. and Canada) for any invoice not submitted via EDI or through White Cap's electronic submission process.

12.0 Electronic Data Interchange

12.1 Each party may electronically transmit to or receive from the other party certain specified EDI transactions as listed in Section 12.7 below, as the same may be modified from time to time, that are compliant with ANSI X12 Standards. A party receiving EDI transactions not in conformance with ANSI X12 Standards and/or the listing of EDI transactions set forth in Section 12.7 below shall promptly notify the sending party of the nonconformance. A party may rely on the information contained in an EDI transaction to the same extent as if such information had been transmitted on paper. By separate arrangement, the parties may also conduct other EDI transactions. An EDI transaction is the specific message format exchanged between originator and recipient, usually an electronic message sequence that relates to a specific type of business document. See Section 12.7 below for a nonexclusive list of related documents.

12.2 EDI transactions shall be transmitted in one of the two following manners:

(a) Electronically to a party either directly or through any third-party service provider ("Provider") with which either party may contract on its own behalf. Either party may modify its election to use, not use or change its Provider upon 30 days' prior written notice to the other party. Each party shall be responsible for the costs and performance of any Provider with which it contracts. Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing, or handling documents, or performing related activities, for such party; provided, that if both parties use the same Provider to effect the transmission and receipt of an EDI transaction, the originating party shall be liable for the acts or omissions of the Provider as to such EDI transaction.

(b) Via EDI Web via a White Cap-approved business partner, open text Value Added Network Provider (VAN). Should Supplier elect this option, Supplier shall pay to White Cap a one-time fee of \$500.

12.3 Each party, at its own expense, shall be responsible for and/or provide and maintain the equipment, software, services, and testing necessary to effectively and reliably transmit and receive EDI transactions. A party shall not be liable or responsible for any damages, losses, claims, or injury suffered or incurred by the other party resulting from any failure, malfunction, or inadequacy of such other party's equipment, software, services, or testing. Each party shall utilize due diligence in repairing, replacing, or otherwise returning to good working order its equipment, software, or other system components that are necessary to effectively and reliably transmit and receive EDI transactions. Each party shall notify the other as soon as practicable when it is unable to receive or transmit EDI transactions and when its ability to resume EDI transactions is restored. In the event that either party is unable to transmit and/or receive EDI transactions effectively or such condition is expected to persist beyond two business days, the party shall within two business days establish an alternative method of communicating the information that would have been contained in EDI transactions. A party that intends to change parts of its information system in a manner that can be expected to affect the interchange of EDI transactions shall inform the other party in sufficient time so that the parties can jointly conduct required tests to ensure that interchange of EDI transactions can take place in the agreed manner after the change.

12.4 Each party shall properly use those security procedures that are reasonably sufficient to ensure that all transmissions of EDI transactions are authorized and to protect its business records and data from unauthorized access, alteration, delay, destruction, or loss. Security procedures and measures include the verification of the origin, the verification of the integrity, the non-repudiation of origin and receipt, and the confidentiality of EDI transactions. Security procedures and measures for the verification of origin and the verification of integrity in order to identify the sender of any EDI transactions and to ascertain that any EDI transaction is complete and has not been corrupted are mandatory.

12.5 Each party shall use reasonable efforts to ensure that EDI transactions are free of, but not limited to, the following, computer viruses or other computer software code or routine designed to disable, damage, impair or electronically repossess or erase programs or data files that can cause damage to a party's computer systems and/or operations. Either party will promptly notify the other if such destructive logic is detected in EDI transactions that it transmits or receives.

12.6 A complete and chronological record of all EDI transactions exchanged by the parties and the transmission log files shall be stored by each party, unaltered and securely. In the event of disputes or errors, a party has the right to obtain an excerpt from the other party's log regarding joint EDI transactions. The excerpt shall be provided in a form that is readable for the recipient and without cost to the recipient.

The parties agree to maintain adequate back-up files to recreate transmissions as required. Back-up files shall be subject to the SBA to the same extent as original data. EDI transactions shall be retained for such periods as required by relevant state and federal requirements, but in no event for a period of at least three years from the expiration or termination of the SBA.

12.7 The parties shall set up, test, and trade the following sets of EDI transactions: 850 (Purchase Order), 855 (Purchase Order Acknowledgement), 860 (Purchase Order Change) (when available), 810 (Invoice), 997 (Functional Acknowledgement), 753 (Request Routing), and 754 (Routing).

12.8 EDI transactions will not be authorized by either party until subjected to reasonable testing to ensure compliance with testing requirements as defined by White Cap. Following acceptance for production use, additional testing may be required by a party in response to a change in the system environments including, but not limited to, installation of a new application system, installation of a new EDI translator, or implementation of a new EDI version. Additional testing shall adhere to the standard testing procedures employed by White Cap.

12.9 Prior to transmitting EDI transactions, Supplier agrees to complete and return to White Cap an Electronic Data Interchange (EDI) Trading Partner Profile ("EDI Profile") in such form as specified by White Cap. The EDI Profile shall contain data necessary to establish electronic communications between the parties. Supplier shall provide timely updates or revisions to the data contained in its EDI Profile whenever such data changes are consistent with the provisions of Sections 12.2 and 12.3 above.

12.10 EDI transactions shall not be deemed to have been properly received, and no EDI transactions shall give rise to any obligation until accessible to the receiving party and verification confirmed in accordance with Section 12.4 above. EDI transactions received after 5:00 P. M. Eastern Time shall be considered received on the following business day. Each party shall access and review the contents of its electronic mailbox at least once per business day for purposes of receiving EDI transactions and providing verification pursuant to Section 12.11 below.

12.11 Upon proper receipt of an EDI transaction, the receiving party shall, within one business day, properly transmit a functional acknowledgment ("FA") in return, in standard format as specified in Section 12.7 above. An FA shall constitute conclusive evidence that an EDI transaction has been properly received. An FA is not an acceptance or a status report.

12.12 If a response to an EDI transaction is required, any such EDI transaction that has been properly received shall not give rise to any obligation unless and until the party initially transmitting such EDI transaction has properly received in return a response EDI transaction as specified in Section 12.11 above. An EDI transaction 855 (Purchase Order Acknowledgement) is required within 24 hours of Supplier's receipt of White Cap's EDI transaction 850 (Purchase Order).

12.13 If any properly transmitted EDI transaction is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such electronic transaction shall control, unless the identity of the originating party cannot be determined from the received EDI transaction.

12.14 If an EDI transaction is rejected due to technical issues or because errors in the message have been detected, the receiving party shall not process the EDI transaction. The receiving party shall notify the originating party in a reasonable manner about the detected errors. Error handling procedures must be initiated by the originating party to re-send a corrected EDI transaction.

12.15 Any EDI transaction and any information contained in a properly-transmitted EDI transaction shall be considered to be a "writing" or "in writing", and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The conduct of the parties pursuant to the SBA, including the use of properly-transmitted EDI transactions, shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of the SBA. The parties acknowledge and agree that EDI transactions, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of EDI transactions on the basis that signed documents were not originated or maintained in documentary form.

12.16 It is Supplier's responsibility to obtain the latest White Cap specifications and updates for all White Cap EDI-related documents. Supplier is directed to visit White Cap's Vendor Portal at <https://supplier.hdsupply.com/all-forms> to download the latest Branch Listings, Testing Steps, Trading Partner Profiles and Map Specifications. All contact with White Cap's EDI group should be made via email only at EDI2@hdsupply.com.

13.0 Acquisitions

13.1 If White Cap acquires a company (the "Acquired Entity") that also is a customer of Supplier, then effective as of the first business day following the closing date of any such acquisition, White Cap shall receive the benefit of any terms under the Acquired Entity's agreement with Supplier that White Cap deems more

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favorable, including, but not limited to, the net price provided to both White Cap and the Acquired Entity, payment terms, and rebate programs. As used herein, "net price" means the stated price as of the closing date of such acquisition for the products, less all allowances, discounts, and rebates. Further, White Cap can aggregate the purchases of White Cap and the Acquired Entity to achieve the maximum rebate level allowed to either the Acquired Entity or White Cap. No price increase under Section 4.0 of these SBA Terms and Conditions will be effective until such time as the net prices provided to White Cap and the Acquired Entity are harmonized to the lowest price. Any special pricing programs for either White Cap or the Acquired Entity will remain in place for the remainder of the then-current calendar year, and any existing freight programs will remain in place unless otherwise mutually agreed upon in writing. Except as otherwise set forth in this Section 13.0, effective as of the first business day following the closing date of the acquisition of an Acquired Entity, sales by Supplier to the Acquired Entity shall be governed by the terms of the SBA and treated as sales to White Cap for all purposes under the SBA, including, but not limited to, accrual toward rebate tiers.

13.2 If Supplier is acquired by an entity that also is a supplier of White Cap, or if Supplier acquires an entity that also is a supplier of White Cap, then White Cap shall receive the benefit of any terms under the supplier agreement that White Cap deems more favorable.

14.0 Miscellaneous Provisions

14.1 All costs and expenses, including but not limited to, attorneys' fees, incurred by White Cap due to Supplier's violations of or failure to follow any or all of the terms of an Order or the SBA will be charged to Supplier. Supplier expressly agrees to promptly reimburse White Cap for all such costs and expenses.

14.2 Any and all taxes, fees, imposts, or stamps, required by state, federal, local, or other governmental authority in the selling, transferring, or transmitting of products to White Cap shall be paid and assumed by Supplier. If it is ever determined that any tax included in the price paid by White Cap was not required to be paid, Supplier agrees to refund promptly such amount to White Cap. Supplier will release, defend, indemnify, and hold White Cap harmless from and against any fines, penalties, costs (including attorneys' fees and court costs), losses, damages, or liabilities arising from any breach of this Section 12.2 by Supplier.

14.3 No provisions of an Order or the SBA shall be waived or shall be construed to be waived by either party unless such waiver is in writing and signed by an authorized agent of the waiving party. No failure on the part of either party to exercise any of the rights and remedies granted hereunder or to insist upon strict compliance by the other party, and no acceptance of full or partial performance during the continuance of such breach, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the right to demand exact compliance with the terms hereof. A waiver by either party of any specific default shall neither affect nor impair the rights of said party with respect to any delay or omission to exercise any rights arising from any other default. Supplier hereby waives use of the Statute of Frauds as a defense to any Order accepted under the SBA.

14.4 White Cap shall not be bound by any assignment of the SBA or any Order by Supplier, unless White Cap has consented prior thereto in writing. White Cap may assign the SBA or any Order hereunder to a present or future affiliated entity.

14.5 Any dispute arising out of, relating to or concerning the SBA (or any document comprising the SBA) shall, as a condition precedent to any arbitration or court proceeding, be mediated by the parties. The parties shall mutually agree upon a mediator, and shall schedule and conduct mediation at a mutually convenient time in Atlanta, Georgia. Each party shall bear its own costs, fees, and expenses associated with such mediation, except that the parties agree to split equally the costs and expenses of the mediator and the conduct of the mediation itself. Any dispute not resolved by mediation and/or that arises out of, relates to or concerns the relationship of White Cap and Supplier, the SBA, or any Order, may, at the sole option of White Cap, be resolved by arbitration administered by the American Arbitration Association under its commercial arbitration rules (except that discovery shall be permitted in accordance with the Federal Rules of Civil Procedure), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All arbitration hearings shall be conducted in Atlanta, Georgia. Each party will bear its own costs, fees, and expenses associated with any arbitration, except that the parties agree to split equally the costs and expenses of the arbitrator or panel and the conduct of the arbitration itself. If White Cap does not elect to submit a dispute to arbitration, the parties agree that any civil action to decide such dispute shall be brought in either the US District Court for the Northern District of Georgia, Atlanta Division, or the Superior Court of Cobb County, Georgia. Notwithstanding any provision to the contrary, Supplier agrees to bring any claim or dispute against White Cap (including payment disputes) within one year after the occurrence of the event giving rise to such dispute. The laws of the State of Georgia, excluding its conflicts of law rules, shall govern the SBA (and each document comprising the SBA) and all disputes arising out of or relating thereto. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to (a) the sale of product hereunder, (b) the contractual relationship created under the SBA, and (c) the construction, validity, enforcement, and interpretation of the SBA.

14.6 At any time upon reasonable advance notice to Supplier, White Cap may hire a third-party accountant to audit Supplier's books for compliance with the SBA. Such audit(s), if any, shall be during normal business hours and shall not disrupt Supplier's normal business operations. If the audit reveals Supplier's breach of any warranties, representations, covenants, guarantees or other terms contained in the SBA, then, in addition to any other remedies White Cap may have at law or in equity, Supplier shall promptly remedy any such breach(es) and reimburse White Cap for its costs incurred in connection with such audit(s).

14.7 Supplier shall not publicize, disclose, or discuss the existence, content, or scope, whether in generalities or details, of the SBA or make any reference to White Cap to any third party by any means, or through any medium (including, but not limited to, advertising, web site references, photographs, articles, press releases or interviews, speeches or programs) without obtaining the prior written consent of White Cap.

14.8 White Cap reserves the right to revise and/or update the Ethics Guide and these SBA Terms and Condition in response to Laws and/or industry changes by giving Supplier a notice of such changes to the address White Cap has on file for Supplier. In the event of such revision and/or update, the Ethics Guide and SBA Terms and Conditions applicable to an Order will be the Ethics Guide and SBA Terms and Conditions in effect on the issue date of such Order.

14.9 To the extent Supplier is selected by White Cap to be a subcontractor under a United States Federal Government Contract valued in excess of \$500,000, the parties, at no cost increase, will negotiate an amendment to these SBA Terms and Conditions to incorporate the applicable Federal Acquisition Regulations.

14.10 Supplier and White Cap are independent contractors for all purposes and neither is or shall be deemed: (a) a co-employer with the other, (b) employees of the other party for purposes of any federal or state/provincial law, including, but not limited to, labor laws, tax laws, workers compensation laws, or laws relating to master-servant liability; (c) a joint venturer with the other party; or (d) an agent of the other party. Without limiting the generality of the foregoing, Supplier shall not be entitled to any of the benefits provided by White Cap to its employees, including without limitation, sick leave, vacation, or health and accident insurance coverage. Supplier has no general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of White Cap.

14.11 If Supplier has unsatisfied liabilities to White Cap under the SBA, White Cap shall have the right, upon written notice to Supplier, to set off such liabilities against any sums owed or to be owed to Supplier under the SBA or any other agreement between the parties or their affiliates.

14.12 Neither party shall be held responsible for delays in the performance of its obligations hereunder when such delays are caused by acts of God, governmental action, disease, epidemic, civil commotion, riots, fire or other casualty, or other cause of a like nature beyond the reasonable control of Supplier or White Cap (each, a "Force Majeure Event"), but performance shall be excused only for the period of delay, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay. In the event Supplier claims a Force Majeure Event, prior to White Cap excusing Supplier's performance hereunder, Supplier shall provide such documentation as reasonably requested by White Cap supporting Supplier's claim, as well as documentation related to Supplier's expectation of when performance may resume and any potential price increases resulting from such Force Majeure Event. In the event Supplier fails to provide such documentation, White Cap may procure products from and alternate source and Supplier shall be responsible for any costs incurred by White Cap in excess of the then-current price of Supplier's products. Further, in the event Supplier claims a Force Majeure Event, any exclusive strategic agreements and/or commitments relative to Supplier's products shall be suspended immediately, with White Cap being permitted by Supplier to procure such products from an alternate source.

14.13 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THE SBA, SHALL WHITE CAP BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY WHITE CAP'S BREACH OF THE SBA.