

TERMS AND CONDITIONS OF USE

1. AGREEMENT TO TERMS AND CONDITIONS

This document (“**Terms of Use**”) sets out the terms and conditions governing the access to and use of this (these) website(s) and/or online application(s) (collectively or separately referred to as the “**Platform**”).

Your access and use of the Platform is subject to and shall be deemed an acceptance of these Terms of Use, which incorporate by reference our Privacy Policy, our Terms and Conditions of Sale and any additional terms and conditions appearing on and regarding this Platform. All of the foregoing form an integrated binding agreement between you (the user) and us (Vallen Canada Inc.). This applies to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content, as the case may be.

If you do not agree to be bound by and to comply with the foregoing, you may not access or use the Platform and must leave the Platform immediately.

2. LEGAL AGE FOR USING THE PLATFORM

By accessing or using the Platform, making a purchase using the Platform or opening and using a customer account on the Platform, you represent that you are at least of the age of majority in your state or province of residence (“**Legal Age**”), or that you are of Legal Age and consent to allowing any of your minor dependents to use the Platform (“**Parental/Guardian Consent**”).

If you are not of Legal Age or do not have Parental/Guardian Consent to use the Platform, you must leave the Platform immediately.

3. OWNERSHIP OF PLATFORM CONTENT, RESERVED RIGHTS AND LIMITED GRANT OF LICENCE

The Platform consists of various content, including without limitation graphics, texts, icons, buttons, videos, audio and other files, images, designs, texts, trademarks, source code, multimedia clips, brand names, software, and the selection and arrangement of the contents of the site, and other materials (collectively, the “**Platform Content**”), which is either owned or used under licence by us as necessary.

Each component of the Platform, including without limitation all Platform Content, is protected to the fullest extent permitted by applicable law, including without limitation copyright, trademark, patent and all other applicable intellectual property and other proprietary laws.

As a user of the Platform, you are granted a limited, revocable, non sub-licensable licence to use the Platform in accordance with these Terms of Use for the purposes of browsing information on, or purchasing, the products or services available on the Platform. Any other use of the Platform Content is prohibited. None of the Platform Content may be copied, reproduced, republished, altered, adapted, modified, published, translated, defaced, transmitted, distributed, displayed, sold, or disseminated in any manner or form, without our prior written consent, except as matter of fair dealing or fair use within the meaning of intellectual property law.

Your use of the Platform, including without limitation all Platform Content, does not grant or transfer to you any ownership or other title, right or interest in the Platform, the Platform Content or any component of the foregoing.

4. CUSTOMER ACCOUNTS AND ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

You may be required to register for a customer account (an “**Account**”) in order to access or use certain features or parts of the Platform. If you choose to register, we will require certain information, including personal information, to create and operate your Account. When you open an Account on the Platform, you agree to provide current, complete and accurate information, and to promptly update any information as it changes. You agree to promptly update your Account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

It is your sole and absolute responsibility to keep confidential and secure the username, password and any other confidential, personal or sensitive information associated with your Account. You are solely responsible for any and all activities which occur under your Account and agree that we are authorized to act on any instructions received under your Account without any requirement for us to question such instructions or to make any further verifications. If you discover that your username, password and/or Account are or have been used without your consent or discover any other breach of security, you agree to promptly notify us.

We are not responsible for any consequence of your failure to comply with the above, or for any delay in locking or deactivating any Account after you have reported a breach of security to us.

5. PERSONAL INFORMATION

Your submission of personal information through the Platform is governed by our Privacy Policy, which is also accessible on the Platform.

6. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on the Platform that contains typographical errors, inaccuracies or omissions that may relate to product or service descriptions, prices, images, promotions, offers, shipping charges, delivery delays and availability or any other Platform Content. The Platform may also contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. While we make efforts to display the products that appear at the Platform as accurately as possible, we cannot guarantee that the monitor or screen you are using will display of any color accurately.

We reserve the right to update or modify the Platform Content at any time, but we have no obligation to do so. Without limiting the generality of the foregoing:

- We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Platform is inaccurate at any time, without prior notice (including after you have submitted your order).
- We undertake no obligation to update, amend or clarify on the Platform, including without limitation, pricing information, except as required by law. No specified update or refresh date mentioned on the Platform should be taken to indicate that all information on the Platform has been modified or updated.
- Prices for our products are subject to change without notice.

We are not responsible if information made available on this site is not accurate, complete or current. Any Platform Content is provided for information only and should not be relied upon or used as the sole basis for making decisions. Any reliance on purely on the content of the Platform is at your own risk.

7. DISCLAIMERS

The Platform and all products or services delivered to you through the Platform are, except as expressly stated by us, provided “as is” and “as available” for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. We do not guarantee, represent or warrant that the Platform and your use thereof will be uninterrupted, timely, secure or error-free. You expressly agree that your use of, or inability to use, the Platform is at your sole risk.

The information and descriptions of the products or services that may be procured on the Platform are not intended to be complete and accurate statements of all terms, conditions and exclusions related to any products and services. All descriptions of products and related information, including availability status and pricing, are subject to change at any time without notice, at our sole discretion.

We reserve the right at any time to modify or discontinue the Platform (or any part or content thereof) without notice at any time. We may also shut the Platform down or take it offline for indefinite periods of time without notice from time to time.

We shall not be liable for any update or change (including without limitation updates or changes regarding posted prices or availability), suspension, maintenance or discontinuance in connection with the Platform or any product or service mentioned thereon.

8. RIGHT TO LIMIT SALES, DISCONTINUE PRODUCTS AND/OR REFUSE OR CANCEL ORDERS

Products or services may have limited quantities, and any product or service which appears to be available may in fact be backordered or no longer available for an indefinite period of time despite our best efforts. We reserve the right to discontinue any product at any time without notice. Some products or services on the Platform may only be available in certain areas or jurisdictions. Any products or services on the Platform are made available in accordance with local law and only where they may be lawfully offered for sale. We reserve the right to limit the sales of any products or services available through the Platform to any person, geographic region or jurisdiction, including on a case-by-case basis. Certain products or services may be available exclusively through the Platform.

We reserve the right to refuse or cancel, in our sole discretion, any order you place with us.

We may, in our sole discretion, limit or cancel quantities purchased per person, per customer or per order. These restrictions may include orders placed by or under the same Account, the same credit card, and/or orders that use the same billing and/or shipping address.

In the event we make a change to or cancel an order, we will notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

9. LIMITATIONS OF LIABILITY

In no case shall Vallen Canada Inc., its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, be liable for any injury, loss, claim, or damages of any kind (including as applicable any direct, indirect, incidental, punitive, special, or consequential damages), including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement



costs, or any similar damages, whether based in contract, civil liability, tort (including negligence), strict liability or otherwise, arising from your use of any of the Platform or any products or services procured using the Platform, including, without limitation, any errors or omissions in any content and any loss or damage of any kind incurred as a result of the use of the Platform or any content, service or product made available or procured using the Platform, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for certain damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

10. PROHIBITED USES

In addition to any other restriction and prohibition mentioned in these Terms of Use, you are prohibited from using the Platform or its content: (a) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (b) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (c) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (d) to submit false or misleading information; (e) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Platform or of any related website, other websites, or the Internet; (f) to collect or track the personal information of others; (g) to spam, phish, pharm, pretext, spider, crawl, or scrape; (h) for any obscene or immoral purpose; (i) to interfere with, disrupt or take any action that imposes undue burden on the normal functioning of the Platform, the networks and infrastructure connected to it; (j) circumvent any security measure of the Platform or any measures used to restrict access to the Platform or parts thereof; (k) reverse engineer, disassemble, decompile, or translate the site or any component of the site (including, without limitation, the Platform Content); (l) create any derivative work from the site or any component of the site (including, without limitation, the Platform Content); or (m) solicit, authorize or assist any third party to do any of the foregoing.

11. INDEMNIFICATION

You agree to indemnify, defend and hold Vallen Canada Inc., its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, losses, liabilities, claims or expenses, including reasonable attorneys' fees, made or incurred by any third party in relation to your use of the Platform.

12. REFERENCES TO THIRD PARTIES

Certain links on the Platform may direct you to websites or applications outside the Platform operated by third parties not affiliated with us. These are provided for the sake of convenience only on an "as is" and "as available" basis without any endorsement, warranties, representations or conditions of any kind. These other sites or applications were independently developed by third parties, and we do not assume any responsibility for the accuracy or appropriateness of the content of such sites or applications.

The mention of another party or its product(s) or service(s) on the Platform must not be construed as an endorsement, adoption or sponsorship of that party or its product(s) or service(s). You must make your own examination and evaluation before acquiring, using or relying upon any such products or services, or doing business with any such third party.

We shall not be liable for any loss or damages related to the purchase or use of products, services, resources, content, or any other transactions made on any third-party websites or applications, however mentioned on the Platform. Please review carefully the terms and conditions of sale or service and related policies and practices of third parties and make sure you understand them before you engage in any transaction with them. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.



13. SEVERABILITY

If any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions, and such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law and the unenforceable portion shall be deemed to be severed from these Terms of Use.

14. TERMINATION

These Terms of Use are effective for as long as you access and use the Platform or maintain an Account on the Platform.

You may terminate this agreement at any time by deleting your Account if you have one, or when you cease accessing or using the Platform. If you access or use the Platform subsequently, you will be deemed to have accepted our Terms and Conditions again, which shall apply to each instance of access and use.

Notwithstanding anything herein, if in our sole judgment you fail, or we have reasons to believe that you have failed, to comply with any provision of these Terms of Use, we may terminate this agreement at any time and suspend or deactivate your Account if you have one, without notice, and you will remain liable for all amounts due up to and including the moment of termination. We may also may deny you future access to and use of the Platform (or any part thereof).

All obligations and liabilities of the parties incurred prior to the moment of termination shall survive for all purposes.

15. NO WAIVER

The failure by any party to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

16. INTERPRETATION

Any ambiguities in the wording of these Terms of Use shall not be construed against the drafting party. The headings used herein are included for convenience only and will not limit or otherwise affect these Terms of Use.

17. ENTIRE AGREEMENT

These Terms of Use, including our Privacy Policy, our Terms and Conditions of Sale and any additional terms and conditions appearing on and regarding this Platform constitute the entire agreement and understanding between you and us and govern your use of the Platform, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use), with respect to the subject matters dealt with herein.

For the sake of clarity, the foregoing shall not affect the validity, application and performance of any credit agreement existing or which may be concluded between the parties.



18. GOVERNING LAW

These Terms of Use and any transaction on the Platform related to any product or service shall be governed by and construed in accordance with the laws of Alberta, Canada.

19. CHANGES TO THE TERMS OF USE

We reserve the right to modify these Terms of Use at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the Platform.

If you disagree with any of the changes made to the Terms of Use in the future, you must delete your Account (if you have one) and stop using the Platform.