



French Gerleman Customer Online Purchasing Portal Online Sales Terms of Use

Welcome to the French-Gerleman Electric Company (hereinafter “**Company**,” “**We**,” or “**Us**”) Customer Online Purchasing Portal (“**Online Sales Portal**”). The Online Sales Portal constitutes a part of Our general public website located at www.frenchgerleman.com. These Online Sales Terms of Use set forth legally binding terms and conditions, and together with the general Website Terms of Use accessible from the Company’s general public website (“**General Website Terms of Use**”) www.frenchgerleman.com/TermsOfUse, govern the use of the Online Sales Portal and contain all of the terms and conditions relating to any purchases of Our products and/or provision of Our services you may make through the Online Sales Portal from time to time (each such purchase being an “**Online Sale**”). Please read these Online Sales Terms of Use carefully. By accessing or using the Online Sales Portal, on behalf of yourself and your company, you accept and agree to be legally bound by these Online Sales Terms of Use as well as the General Website Terms of Use. In the event any provisions of these Online Sales Terms of Use conflict with any provisions of the General Website Terms of Use, the provisions of these Online Sales Terms of Use shall control. For convenience, Our general website and the Online Sales Portal are sometimes collectively referred to as the “**Sites**”)

1. Privacy Policy; Additional Terms. These Online Sales Terms of Use include the terms and conditions set forth in this document as well as Our Privacy Policy, located at www.frenchgerleman.com/PrivacyStatement as it may be modified from time to time as set forth therein. Certain areas of the Sites and product and service offerings may be subject to additional terms and conditions posted by Us on one or both of the Sites or otherwise made available by Us to you. Your access to and use of the Online Sales Portal is conditioned upon your acceptance of such additional terms and conditions.

2. Changes to these Online Sales Terms of Use. We reserve the right to amend these Online Sales Terms of Use from time to time. Any amendments shall be effective when posted by Us on the Online Sales Portal or otherwise made available to you. Your access to and use of the Online Sales Portal after We have modified these Online Sales Terms of Use shall signify your acceptance of the amended terms. It remains your responsibility to review these General Website Terms of Use regularly to ensure that you are updated as to any changes.

3. Purpose. The Online Sales Portal is developed, hosted, and maintained by or on behalf of the Company to enable Our customers to purchase Company products and services online.

4. Online Application. In order to purchase Our products and services online, you must first set up an “**Online Account**” by completing and submitting the customer online account application (“**Online Application**”) as set forth therein. Your Online Application will designate an Online Account administrator (“**Online Account Administrator**”) who shall act as your contact person and have authority to act for you, and will include his or her contact information. The Online Application is accessible at: www.frenchgerleman.com/Contact/CreditApplication/tabid/417/Default.aspx

- (a) We may accept or reject your Online Application in Our discretion. If accepted, We may place credit limitations on you online account either initially or in the future, as We determine in Our sole discretion from time to time.
- (b) We will notify your Online Account Administrator of acceptance or rejection of your Online Application at his or her email address set forth in the application. Any acceptance will, if applicable, include any credit limitations placed on your Online Account. If We have any questions, We may contact the Online Account Administrator via email, telephone or by mail.

- (c) You, on behalf of yourself and your company, represent and warrant: (i) that all information contained in your Online Application is true and complete; and (ii) you will notify the French Gerleman Credit Department at credit@frenchgerleman.com of any material changes to that information.

We have the right to require the submission of updates and/or renewal Online Applications from time to time as a condition to your continuing use of your Online Account.

5. Online Account Administrator. All of Our communications to you shall be through your Online Account Administrator or his or her designee. We may rely on any instructions your Online Account Administrator provides to us. In order to change or designate additional Online Account Administrators, We must receive notification of such change or addition from either (a) a then current Online Account Administrator or a duly authorized officer of your company. We may, but shall have no obligation to, verify any such communication, and may act in reliance thereon without investigation or verification.

6. Authorized Users. Your Online Account may be accessed and used only by those of your employees designated by your Online Account Administrator as authorized to do so, each an “**Authorized User**”. Each Authorized User will have his or her own username and login password. Authorized Users may not share their username and password with any person or entity other than you Online Account Administrator. You are solely responsible for selecting, changing and maintaining the privacy of your username and password, and for all activity that occurs under your Online Account. You agree to notify Company immediately if you suspect any unauthorized access or use of your Online Account, or other breach of security relating to your Online Account (each a “**Security Breach**”). We will not be liable or responsible for any failure by you to notify Us of any Security Breach or for any damages you may suffer arising from or related to such a Security Breach or any other use (whether authorized or unauthorized) use of your Online Account.

7. Terms and Conditions of Sale.

- (a) All purchases you make using your Online Account (each an “**Online Purchase**”) are subject to the French Gerleman Terms and Conditions of Sale (“**Terms and Conditions of Sale**”) posted to the Sites as of the time of each such Online Purchase. www.frenchgerleman.com/Portals/0/FG_Terms-ConditionsofSale_051513.pdf. Any additional or different terms or conditions set forth in any documentation other than Our Terms and Conditions of Sale (including any acknowledgements, confirmations, emails or otherwise, whether online, by telephone or otherwise) shall not bind Us unless We expressly agreed in writing making specific reference to the Terms and Conditions of Sale.
- (b) Our Terms and Conditions of Sale may be amended from time to time and will become effective when posted to Our Sites with respect to Online Sales made after such posting. All Online Sales are subject to Our approval and acceptance.

8. Termination. We reserve the right to terminate your use of and/or access to the Online Sales Portal at any time and for any reason, with or without prior notice to you, including in the event you violate any provision of these Online Sales Terms of Use, use the Online Sales Portal in a manner for which it is not intended to be used and/or violate any of the Terms and Conditions of Sale.

9. Indemnification. You agree to indemnify, defend and hold Company, its directors, officers, employees, agents, affiliates and suppliers harmless from and against any and all claims, demands, actions, damages, liabilities, losses, fines, penalties, judgments, awards, settlements, costs and expenses (including reasonable attorneys’ fees and legal costs) arising out of or resulting in whole or in part from your violation of these Online Sales Terms of Use, your misuse of the Online Sales Portal, your violation of any Terms and Conditions of Sale, or your actual or alleged violation of any applicable law or the rights of another person or entity.

10. Disclaimer. THE ONLINE SALES PORTAL, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ALL USE OF THE ONLINE SALES PORTAL IS “AT YOUR OWN RISK.” COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY

KIND, EXPRESS OR IMPLIED, REGARDING THE ONLINE SALES PORTAL OR THE PRODUCTS, SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THE ONLINE SALES PORTAL, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. COMPANY DOES NOT REPRESENT OR WARRANT THAT YOUR USE OF THE ONLINE SALES PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY PRODUCTS, SERVICES OR INFORMATION AVAILABLE ON OR THROUGH THE ONLINE SALES PORTAL WILL BE TRUE, ACCURATE, COMPLETE, UP-TO-DATE, OR FREE FROM VIRUSES, MALICIOUS CODE, TYPOGRAPHICAL ERRORS OR ALTERATION BY THIRD PARTIES.

ALL ONLINE SALES THROUGH THE ONLINE SALES PORTAL ARE SUBJECT TO THE FRENCH GERLEMAN TERMS AND CONDITIONS OF SALE IN EXISTENCE AT THE TIME OF THE SALE WHICH TERMS AND CONDITIONS OF SALE ARE ACCESSIBLE THROUGH THE ONLINE SALES PORTAL.

www.frenchgerleman.com/Portals/0/FG_Terms-ConditionsofSale_051513.pdf

11. Limitations on Liability. IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST PROFITS, DAMAGE TO OR LOSS OF DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATED TO THESE ONLINE TERMS OF USE, THE www.frenchgerleman.com/Portals/0/FG_Terms-ConditionsofSale_051513.pdf PORTAL, THE PRODUCTS, SERVICES OR INFORMATION AVAILABLE ON OR THROUGH THE ONLINE SALES PORTAL, ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE THEREON, OR ANY FORCE MAJEURE EVENT, ACTS OF OMISSIONS OR OTHER USERS OR THIRD PARTIES, OR OTHER OCCURRENCE OUTSIDE OF OUR REASONABLE CONTROL. THE TOTAL CUMULATIVE LIABILITY OF COMPANY AND ITS SUPPLIERS ARISING OUT OF OR RELATED TO THESE ONLINE SALES TERMS OF USE, THE GENERAL WEBSITE TERMS OF USE, THE ONLINE SALES PORTAL, THE COMPANY'S GENERAL WEBSITE, AND THE PRODUCTS, SERVICES AND INFORMATION AVAILABLE ON OR THROUGH THE ONLINE SALES PORTAL AND/OR THE COMPANY'S GENERAL WEBSITE SHALL NOT EXCEED THE FEES (IF ANY) PAID BY YOU TO COMPANY FOR ACCESS TO THE WEBSITE IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM OR TEN DOLLARS (\$10), WHICHEVER IS GREATER. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXISTENCE OF MORE THAN ONE CLAIM OR SUIT WILL NOT EXPAND THIS LIMITATION. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THESE ONLINE SALES TERMS OF USE AND THE GENERAL WEBSITE TERMS OF USE, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. CERTAIN STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR TYPES OF DAMAGES, AND SO SUCH DISCLAIMERS MAY NOT APPLY TO YOU.

12. Miscellaneous. The Miscellaneous provisions set forth in **Article IX** of the General Website Terms of Use are incorporated herein by this reference.

If you have questions about the Website or these General Terms of Use, or have any other questions or comments concerning the Online Sales Portal or Online Sales Terms of Use, please contact Us by email at marketing@frenchgerleman.com or by mail at French Gerleman, 2023 Westport Center Drive St. Louis, MO 63146.