This web page represents a legal document and is the Terms of Use (Agreement) for our Website: http://electricalwholesale.com (Website). By using our Website, you agree to comply with and be bound by this Agreement each time you use our Website. Please review the following terms carefully.

Definitions

Company, Our, Us, We. Company, our, us, or we mean Electrical Wholesale Supply Co., Inc., (sometimes doing business as Home Lighting Center) the owner of this Website.

Content. Content means all text, information, graphics, design, data, and Services offered through the Website.

Customer. Customer means you or someone you authorize to use this Website's Services.

User. User means either a Visitor or Customer.

Services. Services means the materials displayed on our Website including images, illustrations, icons, pictures, text, logos, HTML code, Source code, Object code, videos, cut sheets, catalog pages, diagrams, and other content (Services). These Services include trademark, service mark, collective mark, certification mark, copyrights, and other intellectual property owned by Company or others.

Submission. Submission means any remark, suggestion, idea, graphic, or other information communicated to us through this Website.

Visitor. Visitor means someone that merely browses this Website.

Website. Website means this Internet website: http://electricalwholesale.com.

You. Your. You and your mean a Visitor or Customer.

1.
CONSENT TO TERMS OF USE

This Agreement is between you and Company.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THESE TERMS OF USE CAREFULLY & COMPLETELY – BECAUSE USING, ACCESSING AND/OR BROWSING THE WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. **IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITE**

IMMEDIATELY AND DO NOT USE, ACCESS AND/OR BROWSE THIS WEBSITE FURTHER.

Except as provided in the Other Agreement(s) section, this Agreement constitutes the entire and only Agreement between User and Company, and supersedes all other agreements, representations, warranties and understandings with respect to our Website and Services.

Other Agreement(s)
This Agreement applies to all uses of our Website. If Company and Customer have a separate written agreement or commercial credit account application or agreement (Other Agreements), the provision(s) of Other Agreement(s) will control if and when in conflict or inconsistent with this Agreement.

Customer Access
You certify, represent, and warrant that all purchases made by your employees or agents utilizing your account are your authorized purchases. You agree that it is your responsibility to verify and maintain the protection, security and distribution of your account, user names, and passwords associated with this Website. You agree that we are not liable for any damages resulting for your employees or agents use of this Website and Services.

2.
WEBSITE OWNERSHIP

The Company owns this Website.

Intellectual Property
Our Website contains our service marks or trademarks as well as those of our vendors, affiliates, or other companies, in the form of words, graphics, and logos. Your use of our Website or Services does not constitute any right or license for you to use service marks or trademarks, without the appropriate prior written permission of Company, vendors, affiliate, or other company, regardless of the appearance of the marks on the Website.

Our Content is protected under United States copyrights. The copying, redistribution, use or publication by you of any Content, is strictly prohibited. Your use of our Website and Services does not grant you any ownership right to our Content. No right to use any intellectual property rights is granted by this Agreement.

Limited License
Company grants you a non-exclusive, non-transferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. If you access this Website outside of the United States, you are responsible for complying with the laws of that jurisdiction.

Relationship to You
This Agreement in no way creates any agency, partnership, joint venture, employment, or franchise relationship between you and Company.

Legal Compliance
You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our Website, Content, Services, and any software provided therein.

Digital Millennium Copyright Act Compliance
Our Website will respond quickly to claims of copyright infringement as found in our Content, according to the terms of the Digital Millennium Copyright Act of 1998 (DMCA) as found under United States law (17 USC. § 512). If you believe any of your copyrights are infringed by our Content, please provide us with a written notice via mail, fax, or email that complies with DMCA and contains the following information: (a) a description of the claimed infringed-on copyrighted work, including copyright number, (b) the Website location where the claimed infringement occurs; (c) a specific factual statement of the claimed areas of copyright infringement; (d) your statement that you have a good faith belief that our use is not authorized by the copyright owner, its agent, or law; (e) the name and address of the copyright owner(s) and assignee(s); (f) your address, telephone number, and email address; (g) your statement, under penalty of perjury, affirming that your notice and its information is accurate, and that you are the copyright owner or the copyright owner's agent; and (h) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

We are only required to respond to those notices that substantially comply with these requirements. We will investigate your claim and will notify, by the method of contact you used to send your notice, or as otherwise provided by law. Send any notice of asserted copyright infringement to:

Bart M. Davis
Attorney at Law
bartdavis@me.com

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Eligibility
Any User of our Website must be at least eighteen (18) years of age. Any User less than this age is not authorized or licensed. By using our Website and/or Service, you represent and warrant that you are eighteen (18) years of age or older and

that you agree to and to abide by all of the terms and conditions of this Agreement. The Company has sole right and discretion to determine whether to accept a Customer.

When you complete a registration process, you will receive a password that will allow you to access our Services. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password.

You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that our Website cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

3.
OTHER POLICIES

Use of Submission(s)
Any Submission is considered assigned to us and is our property. We will not be required to treat any Submission as confidential, and will not be liable for any ideas (including without limitation, products, services or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations.

Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose, without compensation to you or any other person sending the Submission. You recognize that you are responsible for any material you submit, and you – not us – have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

Payments
You represent and warrant that if you are purchasing something from us that: (a) any credit information you supply is true and complete; (b) charges incurred by you will be honored by your bank or credit card company; (c) you will pay the charges incurred by you at the posted prices, including any applicable taxes; and (d) if your initial payment method is dishonored, you will still pay the charges incurred, including any surcharge we may incur due to the dishonored payment.

Tax Policy
If you do not timely provide the proper sales tax exemption certificate or form to the Company, you are responsible for all sales and use taxes associated with the goods and services provided by Company, including through this Website.

4.
DISCLAIMERS & LIMITATIONS ON LIABILITY

General Disclaimer
The Content on this Website was collected and prepared by the Company as a service to its Users. While the Company, in good faith, has used reasonable efforts to ensure the Website is accurate, complete, correct, timely, current, reliable, and up-to-date, the Company, as well as its vendors and affiliates, (a) assume no obligation to update the Content; (b) reserve the right, at anytime, to make additions, deletions, or alterations to the Content, including software, without notice; (c) make no guarantee the Content, including availability, is accurate, complete, correct, timely, current, reliable, or up-to-date (similar to printed materials, Content may become out-of-date); (d) are not responsible for the Customer's own content, where applicable; and (e) do not represent or warrant the Website will be error-free, free from viruses or other harmful components.

Limitation on Liability
Company, as well as its vendors and affiliates, are not liable for any loss, injury, claim, liability or damage for any loss or damage, in any way, from (a) any errors in or omissions from our Website or Services; (b) any product liability issues to the extent that we are not involved with the manufacturer of the product(s) giving rise to liability; (c) the unavailability or interruption of our Website or Services; (d) your use of our Website or Content; (e) the content, including availability, contained on our Website or Services; (f) any delay or failure in performance of our Website and Services beyond our control; or (g) personal injury or death, resulting from anyone's use of our Website or Services, or interactions between Users of our Website or Services, whether online or offline.

IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS, VENDORS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR WEBSITE, CONTENT, SERVICES, OR ANY RELATED SOFTWARE, ACCESSED THROUGH OR DOWNLOADED FROM OUR WEBSITE OR SERVICES, EVEN IF COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH OUR WEBSITE ARE PROVIDED "AS IS," "AS AVAILABLE," WITH "ALL FAULTS," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). OUR WEBSITE AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. COMPANY, INCLUDING ALL OUR VENDORS AND AFFILIATES, HAVE NO LIABILITY

WHATSOEVER FOR YOUR USE OF OUR WEBSITE OR SERVICES. COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF OUR WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RELATED SOFTWARE. COMPANY DOES NOT REPRESENT OR WARRANT THAT OUR CONTENT, OUR SERVICES, OR ANY SOFTWARE FOUND WITHIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT ANY ITEMS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO OUR CONTENT, SERVICES, AND RELATED SOFTWARE IS DISCLAIMED. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AND RELATED SOFTWARE FROM OR THROUGH OUR WEBSITE OR SERVICES AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE, AS WELL AS ALL OF OUR AFFILIATES, ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND COMPANY. OUR WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR WEBSITE OR SERVICES CREATES ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

Access Disclaimer

Our Website or Services may be temporarily unavailable from time-to-time for maintenance or other reasons. Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of Customer communications.

Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or technical problems or traffic congestion on the Internet or any combination thereof, including injury or damage to Customer's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using

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Financial, Legal and Other Advice Disclaimer
You recognize that nothing contained in our Website constitutes financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and Company or our Customers. You hereby agree that you will not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in our Website or Services.

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Our Website may contain advertising. Advertisers are responsible for ensuring that material submitted for inclusion on our Website is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's materials.

THE INCLUSION OF THIRD PARTY ADVERTISEMENTS, IF ANY, DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY COMPANY, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT OR SERVICE CONTAINED THEREIN.

REFERENCE TO ANY PRODUCTS, SERVICES, PROCESSES OR OTHER INFORMATION, BY TRADE NAME, TRADEMARK, MANUFACTURER, SUPPLIER OR OTHERWISE DOES NOT CONSTITUTE OR IMPLY ENDORSEMENT, SPONSORSHIP OR RECOMMENDATION THEREOF, OR ANY AFFILIATION THEREWITH, BY OUR WEBSITE, BY THIRD PARTIES OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED BY OUR SERVICES.

5.
LINKING & REFERENCE TO THIRD PARTY MATERIAL

Linking to Our Website
If Company previously authorizes you in writing, you may provide links to our Website, provided (a) that you do not remove or obscure, by framing or otherwise, any portion of our Website, (b) your Website does not engage in illegal or pornographic activities, and (c) if we request, you discontinue providing links to our Website. Unless authorized in writing, you may not link to our Website.

Links to Other Websites
Company sells goods manufactured or distributed by third parties. Our Website may contain links to these third-party websites. These links are provided solely as a convenience to you. By linking to these websites, we are not liable for any inaccuracies, omissions, typographical or grammatical errors, or other false, inadequate, or inaccurate content contained in a third-party website. Company

has no control over the legal documents and privacy practices of third-party websites; as a result, you access third-party websites at your own risk.

6.
LIABILITY FOR TERMS OF USE VIOLATIONS

Prohibited Conduct
As a Customer, you agree not to use our Services to do any of the following:

1. Upload, post or otherwise transmit any Customer Content that: (a) violates any local, state, federal, or international laws; (b) infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party; (c) harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically or otherwise objectionable; (d) links directly or indirectly to any materials to which you do not have a right to link; (e) contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; (f) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our Website or Services; (g) contains any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (h) you do not have a right to transmit under any law (i.e. intellectual property laws) or under contractual or fiduciary relationships (i.e. non-disclosure Agreements); or (i) in the sole judgment of Company is objectionable or which restricts or inhibits any other person from using or enjoying our Website or Services, or which may expose Company, our affiliates, or our Users to any harm or liability of any type.

2. Use our Content to: (a) develop a competing website; (b) create compilations or derivative works as defined under United States copyright laws; or (c) re-distribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism.

3. Decompile, disassemble or reverse engineer our Website, Services, and any related software.

4. Use our Website or Services in any manner that violates this Agreement or any local, state, federal, or international laws.

Unlawful Activity
We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited

to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to person(s) or entity(s) relating to your profile, email address(es), usage history, posted materials, IP addresses and traffic information.

Indemnification
You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our Website or Services.

Arbitration
Any legal controversy or legal claim arising out of or relating to this Agreement and/or our Service, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, Website operations, intellectual property, and our Service, must be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration must be conducted in Idaho Falls, Idaho, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in Idaho Falls, Bonneville County, Idaho necessary to protect the rights or property of you and us pending the completion of arbitration. Each party will bear one-half of the arbitration fees and costs.

7.
RIGHT TO AMEND TERMS OF USE

Amendments to Terms of Use
We may amend this Agreement at any time without specific notice to you. The latest Agreement will be posted on our Website, and you should review any updated Agreement prior to using our Website. After any revisions to this Agreement are posted, you agree to be bound by the updated Agreement. Therefore, it is important for you to visit this page periodically to review the current Terms of Use. Please read this Agreement carefully and save it. If you do not accept this Agreement, do not access and use our Website. If you have already accessed our Website and do not accept this Agreement, you should immediately discontinue use of our Website and Services.

8.
REFUND POLICY

Refund and Return Policy
To the extent that you purchase any goods directly from us, we may refund you your purchase price within thirty (30) days of you notifying us in writing of your desire for the refund, together with the reason for the request, subject to the return of the product to us in substantially the same condition as when purchased. Any refund or return may be subject to restocking fees as found on our Website.

9.
GENERAL TERMS

Jurisdiction & Venue
This Agreement will be treated as though it were executed and performed in Idaho Falls, Idaho and will be governed by and construed in accordance with the laws of the State of Idaho without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of Idaho's courts. The terms of this Agreement are not governed by international law, treaty, or convention, including the Convention for the International Sale of Goods.

Time Limitation on Claim Enforcement
Any cause of action by you with respect to our Website or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Savings Clause
If any part of this Agreement is held invalid or unenforceable, that part will be construed consistent with applicable law and the remaining portions will remain in full force and effect. This Agreement takes precedence if the Website's Content conflicts or is inconsistent with the Agreement. Our failure to enforce any provision of this Agreement does not waive our right to enforce the provision. Our rights under this Agreement survive any termination of this Agreement.