



Contractors' Warehouse Cash Back Club Program Terms and Conditions

Effective Beginning January 1, 2022

The use of your Account, or a Card, by you or an authorized user means you accept these Terms and Conditions. The word "Account" means your Cash Back Club Program Account. The words "you," "your" and "yours" refer to the Account holder and the words "we," "us" and "our" refer to Contractors' Warehouse, formerly HD Supply Home Improvement Solutions, the administrator of the Cash Back Club Program.

Cash Back Club Reward

Cash Back Club Program is denominated in dollars and cents and rounded to the nearest cent. "Total Net Purchases" shall mean qualifying, calendar year, pre-sales tax, in-store purchases, as adjusted pursuant to these Terms and Conditions. Cash Back Club Reward is calculated based on purchases made during a quarter period corresponding to calendar year. Quarters are defined as:

Q1(January – March)

Q2 (April – June)

Q3 (July – September)

Q4 (October– December)

Cash Back Club Reward Calculation

We calculate your Cash Back Club Reward based on the following tier levels by multiplying your Total Net Purchases at the end of each calendar quarter period by:

- 0% (.00), if the Total Net Purchases are less than \$7,499
- 2% (.02), if the Total Net Purchases are between \$7,500 and \$29,999
- 3% (.03) if the Total Net Purchases are between \$30,000 and \$79,999
- 4% (.04) if the Total Net Purchases are between \$75,000 and \$149,999
- 5% (.05), if the Total Net Purchases are between \$150,000 and \$299,999
- 6% (.06) if the Total Net Purchases are between \$300,000 and \$699,999
- 7% (.07) if the Total Net Purchases are in excess of \$700,000

Cash Back Club Reward payments for each quarter will be equal to the Cash Back Club Reward as calculated above minus the amount of any Cash Back Club Reward payments made in any prior quarters.

Effective 1/1/2022



Other Details

- The Cash Back Club Card is not a credit card.
- Cash Back Club Rewards cannot be earned where application of the Cash Back Club Program would be prohibited by law or regulation.
- Cash Back Club Rewards are not assignable and not transferable from account owner to another account owner. The Cash Back Club Card is the property of Contractors' Warehouse and must be returned upon request.
- Statements and Cash Back Club Rewards will be mailed out quarterly, by the end of the month following each quarter close, for all accounts exceeding \$7,500 to either the assigned Contractors' Warehouse store or the address on record for the Account holder.
- Cash Back Club Rewards may be mailed directly to one of the store locations, where a manager will call you to notify you the reward can be picked up. Contractors' Warehouse may opt to mail the Cash Back Club Rewards directly to the address on record for the Account holder.
- It is the responsibility of the Account holder to ensure the address on file is correct.
- A statement will not be mailed to you or the store at the end of a quarter unless you are eligible for a Cash Back Club Reward.
- Cash Back Club Rewards of value less than \$25.01 will not be issued. Any Cash Back Club Rewards of \$25.00 or less will be forfeited and not payable at the end of the applicable year. All Accounts start with a zero balance at the beginning of each calendar year.
- We reserve the right to hold rewards until the Account holder funds have cleared. Cash Back Club Rewards may be withheld by us and applied to any unpaid amount owed to us by the Account holder. If the Account holder has a transaction or transactions resulting in non-sufficient funds (NSF), we reserve the right to hold and / or void Cash Back Club Rewards.
- We may audit the transactions on which your Cash Back Reward is calculated for compliance with these Terms and Conditions. We reserve the right to correct any errors we discover, including those resulting from changes to the Cash Back Club Program, and to make adjustments to your Cash Back Reward based on your Account activity. For example, we will decrease the balance in your Cash Back Reward Account to correspond with the return of a purchase or with the amount of an erroneous reward disbursement. We will calculate the amount of the adjustment based on your tier level at the time of the transaction. This may result in a negative Cash Back Reward Account balance.
- These Terms and Conditions are subject to change without notice. Changes may be made at any time and may include, but are not limited to, modifying the level of purchases required to qualify for the various tiers, changing the redemption methods and imposing additional restrictions.



- We reserve the right to amend, cancel or temporarily suspend the Cash Back Club Program, in whole or in part, or change any of the Terms and Conditions at any time for any or no reason, including without limitation, in the event of fraud, abuse of program privileges, violations of

Terms and Conditions, bankruptcy, cessation of business or death of Account holder, as determined in Contractors' Warehouse's sole discretion without notice to the Account holder and which may result in the forfeiture of Cash Back Club Rewards not yet paid.

- We reserve the right to add, modify or delete qualifying restrictions on product categories or products without notice.
- Arbitration: All claims and disputes arising under or relating to these Terms and Conditions ("Claims") are to be settled by binding arbitration in the state of Georgia or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between account owner and Contractors' Warehouse alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms and Conditions, and without waiving either party's right of appeal, if any portion of this provision is deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply.
- The Cash Back Club Program will be governed by the laws of the State of Georgia. These Terms and Conditions and the Cash Back Club Program shall be interpreted, construed, enforced and governed in all aspects in accordance with the exclusive laws of Georgia.