

## **ULINE Terms and Conditions**

These terms and conditions (“Terms”) apply to the use of [www.uline.ca](http://www.uline.ca) (the “Site”) and the viewing, purchasing and sale of products from Uline Canada Corporation, or its affiliates (“Uline”), through the Site. By viewing the Site, placing an order or completing a purchase, you agree to be bound by and accept these Terms and to bind any company, firm, person or other entity (collectively with you, “Customer”) on whose behalf you are using the Site or making such a purchase.

### **Complete Agreement**

These Terms, together with the applicable order acknowledgement, confirmation page or any other Uline documents, constitute the entire and exclusive agreement between Customer and Uline with respect to the use of the Site and any purchase and sale of products through the Site, except where Customer and Uline have signed a master purchasing agreement prior to any such purchase or sale.

To the fullest extent permitted by applicable laws: (a) except as provided above, these Terms supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, communications, both written and oral; (b) Uline objects to any additional or different terms or conditions contained in any request for quotation, purchase order, or other document or communication previously or hereafter provided by Customer to Uline, and Uline’s shipment of any products shall not be construed as assent to any such terms or conditions; (c) no such additional or different terms or conditions will be of any force or effect; and (d) Uline reserves the right to revise these Terms at any time.

### **Limitation of Liability**

Where Customer is using the Site or purchasing products from Uline for personal, family or household use (as opposed to business use), some jurisdictions do not allow the limitation of liability or the exclusion of certain damages, so the below exclusions may not apply in those cases.

Uline will not be liable for any indirect, special, incidental, consequential, or exemplary damages, whether based on contract, tort, or any other legal theory, including without limitation loss of revenue or profits, loss of business, or other economic damages, even if such damages were foreseeable or Uline has been notified of the possibility of such damages. Uline is not responsible for delays in delivery that result from any circumstances beyond Uline’s control and will not be liable for damages resulting from such delays. Uline’s aggregate liability for any claim arising out of or related to these Terms shall not exceed the purchase price paid by the Customer for the products to which such claim relates.

### **Registration and Account**

In order to make purchases through the Site, Customer is required to register and obtain a user account (an “Account”) by completing the registration process designated by Uline. As part of this registration process, Customer will be required to provide Uline with information, including

Customer's legal name, representative, contact details and payment information. The information provided by Customer during the Account registration process is subject to verification by Uline, and Uline may accept or reject an Account in its sole discretion. By creating an Account, Customer certifies that all information it provides is complete and accurate. Customer further agrees to update Account information when required or requested.

Customer is responsible for maintaining the confidentiality of, and restricting access to, its Account(s) and its associated password(s), and agrees to accept sole responsibility for all activities that occur under such Account. Customer agrees to immediately notify Uline of any breach of security or unauthorized use of its Account.

### **Pricing, Specifications and Orders**

All information regarding pricing and services is subject to change, and Uline reserves the right to make adjustments to pricing at any time, without notice, and for any reason, including, but not limited to, changing market conditions, discontinuation, unavailability, manufacturer price changes and errors in advertisements. Unless otherwise indicated, all prices and other amounts are in Canadian dollars.

Prices listed are net and do not include shipping charges, handling fees, taxes and/or duties or special crating requirements for export shipment. If Customer claims exemption from taxes or duties, Customer is responsible for providing Uline with the necessary documentation at the time of purchase; if Customer does not provide such documentation, taxes will be added to Customer's order or separately invoiced to Customer.

Orders will be deemed to be accepted only if and when Uline sends a confirmation of the terms of Customer's order. Uline may limit quantities available for sale or sold and, to the fullest extent permitted by applicable laws, reserves the right at any time to reject or correct any order for any reason whatsoever.

### **Shipping**

Most products are shipped F.O.B. point of origin to Customer's location, with freight pre-paid and added to the invoice. Uline is not liable for any delays, loss, or damage in transit. United Parcel Service ("UPS") is used when commercially reasonable, in Uline's sole discretion. Should Customer's order exceed UPS size or weight limits, a common carrier will be selected to expedite delivery. For rush shipments, please request Fed Ex, UPS Air; Next Day, 2<sup>nd</sup> or 3<sup>rd</sup> day or Freight Collect. All shipping charges are prepaid by Uline and added to the Customer's invoice unless Customer chooses to be billed freight collect. A \$1.50 handling fee will be added to shipping charges. Any additional charges for services requested by the Customer, including but not limited to inside delivery, special routing, residential delivery or pre-delivery notification, must be paid by the Customer. Customer must specify if Customer needs inside delivery when placing an order.

Title and risk of loss pass to Customer upon delivery of the products. Customer shall have thirty (30) days from the date of delivery to inspect a shipment. If Customer does not reject the shipment and notify Uline during these thirty (30) days, the order will be deemed accepted. Uline shall not be liable for any non-delivery of products unless Customer notifies Uline within a reasonable time after the date the products were scheduled to be delivered. At Uline's sole discretion, liability for non-delivery shall be limited to replacing the products within a reasonable

time or a credit or refund for the price of the products.

## **Returns**

If, for any reason, Customer is dissatisfied with a purchase of non-custom, stock products from Uline (other than a product indicated as “non-returnable”), Customer may return the products within 30 days of Customer’s receipt. Customer must contact customer service at 1-800-295-5510 for an authorization number or complete the form on the back of the packing list and return the product to Uline within 30 days in order to receive a refund for such product. Returned products must be received in a resalable condition (unless the products were initially defective) with proof of purchase from Uline. Customers will be responsible for shipping charges on returned orders and bear the risk of loss during shipment. Due to their nature, custom and made-to-order products shall not be accepted for return unless such products were initially defective.

If a product is damaged during delivery to Customer via a freight carrier, Customer must note the damage on the carrier’s delivery receipt and request an inspection report on the damaged shipment from the carrier to be forwarded to Customer within 10 business days. Then, Customer must forward the inspection report and original packing list to Uline, and Uline will file a claim on Customer’s behalf and replace the damaged product within a reasonable time. If a product is damaged during delivery to Customer via UPS or other parcel carrier, Customer must note the extent of the damage on the back of the packing list. Once complete, Customer must forward the form to Uline and hold the damaged materials for disposition instructions from Uline.

## **Warranties**

Where Customer is using the Site or purchasing products from Uline for personal, family or household use (as opposed to business use), some jurisdictions do not allow the limitation or exclusion of certain implied warranties or conditions, so the below limitations or exclusions may not apply in those cases.

The Site is provided by Uline “as is” and “as available”, with all faults and without representations, warranties or condition of any kind. Customer acknowledges that Uline is not the manufacturer of any of the products purchased hereunder. **Uline makes no warranty to Customer under these Terms and expressly disclaims any and all representations, warranties, or conditions in respect of the Site or any products, whether implied, express, legal or statutory, including, without limitation, any warranty of merchantability, warranty of availability, warranty of quality, warranty of non-infringement of intellectual property rights of a third party, warranty of fitness for any particular purpose and any warranties arising from course of dealing or usage of trade.** Uline shall provide to Customer the standard published warranties of the manufacturer of the products, as in effect on the date of delivery of such products, to the extent permitted by such warranties and applicable law. A manufacturer’s warranty may exceed thirty days and a valid warranty claim may allow Uline to accept a return beyond the standard 30-day period. Any description of products sold or provided by Uline, whether in writing or made orally by Uline or its employees or agents, and any samples, specifications, bulletins, catalogs, drawings, diagrams, or similar materials used in connection with Uline’s sales efforts or Customer’s orders, are for the sole purpose of identifying the products, and shall not be construed as an express warranty.

Any statements by Uline or its employees or agents, whether in writing or made orally, regarding application, use or suitability of the products shall not be construed as an express warranty. Uline shall not be liable for any breach of warranty claims or for any damages arising out of the manufacturer's failure to fulfill its warranty obligations to Customer.

### **Payment Terms**

Terms of payment are within Uline's sole discretion. Uline accepts all major credit cards at the time of order. If Customer has established Uline credit as well as a customer account number with an account in good standing, payment terms are net 30 days from the date of invoice. Customer shall not withhold payment of any amounts due and payable by reason of any dispute with Uline.

### **Restrictions**

You may access and use the Site only for lawful purposes and solely in accordance with these Terms. Your continued access to the Site is contingent upon your agreement to act in a reasonable and responsible manner. You must not request, authorize or encourage any other person to: (a) scrape, extract, download, or copy the Contents (defined below), either manually or using automated tools, including but not limited to web scraping, bots, spiders, or Generative AI models, without prior written consent from Uline; (b) use any Contents to train, develop, or generate outputs for any artificial intelligence, machine learning models, or any other similar systems, devices, programs, algorithms, methodologies, or technologies, without prior written consent from Uline; (c) use, modify, publish, transmit, reproduce, create derivative works from, distribute, display, or in any way exploit any part of the Site or Contents (defined below), including by using Generative AI systems, unless expressly authorized by Uline; (d) engage in any activities through or in connection with the Site that cause or seek to cause harm to any individuals or entities, or that are unlawful, offensive, obscene, violent, threatening, harassing, or abusive, or that violate any right of any third party; (e) engage in any activity that interferes with a user's access to the Site or the proper operation of the Site, or otherwise causes harm to the Site, Uline, a third party or other users of the Site; (f) interfere with or circumvent any security feature of the Site, or any feature that restricts or enforces limitations on use of or access to the Site; (g) upload invalid data, viruses, worms or other software agents through the Site; (h) attempt to gain unauthorized access to the Site, computer systems or networks connected to the Site, through hacking, password mining, or any other means; (i) use the Site or any data obtained through the Site to send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam or other commercial electronic messages; or (j) otherwise violate these Terms or applicable law or use the Site in a way that is inconsistent with these Terms or applicable law.

### **Applicable Law**

Except where prohibited by applicable laws, all matters arising out of or relating to these Terms shall be governed by and interpreted according to the laws of the province of Ontario, without reference to its conflict of laws principles. Uline and Customer hereby consent and agree that any legal disputes arising out of or related to the use of the Site or the purchase of products available through the Site that cannot be resolved through negotiation shall be resolved exclusively through litigation in the provincial courts sitting in Ontario, Canada, and each party hereby submits to the personal jurisdiction of such courts and waives the right to change venue. The rights and obligations of the parties shall not be governed by the United Nations convention on contracts for the international sales of goods.

## **Indemnification**

To the extent allowed by law, Customer agrees to protect, defend, indemnify and hold harmless Uline, its officers, employees, agents, and representatives and each of their successors and assigns against any and all claims, allegations, demands and proceedings, and any and all liabilities, losses, judgments, penalties, settlements and costs, including without limitation attorneys' fees and expenses, arising from or related to any actual or alleged negligence or intentional misconduct of Customer as related to Customer's purchase, sale or use of Uline products.

## **Force Majeure**

Uline shall not be liable or responsible to Customer for any failure or delay in fulfilling or performing any of these Terms when and to the extent such failure or delay is caused by or results from acts beyond Uline's reasonable control, including, without limitation, (a) acts of god; (b) flood, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond its reasonable control. Uline shall give notice within 30 days to Customer, stating the period of time the occurrence is expected to continue. Uline shall use diligent efforts to end the failure or delay and ensure the effects are minimized. Uline shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

## **Ownership of Materials, Trademarks and Copyright**

The information and material contained on Uline.com, in a Uline catalog, or otherwise produced by Uline, including all images, designs, photographs, text, graphics and other materials (the "Contents") are copyrights, trademarks, or other intellectual property owned or licensed by Uline or its affiliates, or are the property of their respective owners. The Contents may not be copied, republished, downloaded, transmitted, mirrored or reproduced without the prior written permission of Uline or the applicable copyright owner.

## **Third Party Materials**

The Site may display, utilize, include or make available third party content or provide links to third party websites or services ("**Third Party Materials**"). Customer acknowledges and agrees that Uline is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, quality or any other aspect thereof. Uline does not assume and will not have any liability or responsibility to Customer or any other person or entity for any Third Party Materials. Third Party Materials may be subject to such third parties' terms and conditions, and you agree to comply with same.

## **Language**

It is the express wish of the parties that these Terms and all related documents be drawn up in English. *Les parties aux présentes ont expressément requis que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*

## **Severability**

If any provision of these Terms is found to be invalid or unenforceable by any judgment or under any statute, regulation, ordinance, executive order or other rule of law, such provisions shall be deemed reformed or deleted, but only to the extent necessary to comply with such judgment, statute, regulation, ordinance, order or rule, and the remaining provisions of these Terms shall remain in full force and effect.

## **Supply Chain Compliance**

Uline is committed to upholding our responsibilities under Canada's Fighting Against Forced Labour and Child Labour in Supply Chains Act; or Bill S-211.

To help ensure the products we distribute are manufactured and delivered with high ethical standards, Uline takes proactive measures to enhance transparency and enforce strict standards for our suppliers. These measures include but are not limited to:

**Supply Chain Due Diligence:** Uline requires that suppliers evaluate their adherence to labor standards. This includes confirmation from our vendors that supplied products do not contain any components or material made using forced, child or prisoner labor. Uline does not tolerate any forced or involuntary labor either directly or indirectly by any of our suppliers. Uline visits vendors and observes their operations as needed.

**Supplier Code of Ethics:** Uline's Supplier Code of Ethics includes key areas of ethical sourcing, including human trafficking, slavery and forced labor; health and safety; conflict materials; anti-bribery; and environmental. All suppliers are expected to comply with the Supplier Code of Ethics when doing business with Uline.

**Transparency and Reporting:** Uline provides a report to Canada Border Services Agency (CBSA) regarding the prevention of forced labor in our supply chains and reporting.

**Continuous Improvement:** Uline collaborates with industry peers, business associations, and other stakeholders to share best practices and collectively address challenges related to forced labor.