

## PRIVACY POLICY

**General Policy.** This policy describes the information that the Company may collect about visitors to our website, web application, or mobile application, if applicable (collectively the "Website") or about our customers, prospective customers and prospective employees, how we use that information and how we protect that information. It also discusses certain choices you have regarding your personally identifiable information. By using our Website or otherwise submitting information to Company (as defined below), you consent to the following terms, as they may be amended from time to time. For the purposes of this Privacy, the term "Company" shall mean the Rexel affiliate which receives confidential information which may include Rexel USA, Inc. or any of its affiliates, business units or divisions including but not limited to (i) Rexel Automation, (ii) Rexel Construction and Industrial, (iii) Gexpro, (iv) Platt Electric Supply, (v) Gexpro Services, (vi) Rexel Energy Solutions, (vii) Capitol Light, (viii) Parts Super Center, and (ix) Brohl & Appell.

### **Information We Collect.**

**Online:** You may visit our Website anonymously. We collect your Internet Protocol address, but this information generally does not reveal your identity. The data that we regularly collect about visitors to our Website (e.g., browser type, pages accessed, duration of visit, etc.) does not enable us to identify you. We use "cookies," small files that are sent to your browser and stored on your hard drive, to identify you as a unique user on our Website. Our use of cookies is explained in more detail below. We collect personally identifiable information about you only if you voluntarily provide it to us by requesting information, products or services from us.

**Offline:** We collect information that you provide us to set up an account or otherwise form a customer relationship with Company or to consider you for a job with Company. Once an account is opened or customer relationship is formed, we may collect information about your purchasing and payment history. If you are hired by Company, we may collect information about your salary and benefits, qualifications and performance.

**Mobile:** If you opt to do so, we collect your GPS location from your mobile device to (a) help you find the nearest branch to your current location; and (b) If you choose to provide a photo for our mobile application product identifier your photo will be saved with the info from your current location.

### **Information You Provide.**

**Online:** When you visit our Website, you may provide personally identifiable information in order to purchase products or take advantage of services or job opportunities offered through our Website. For example, you might provide your name, address, telephone and fax numbers, and email address. We collect and store that information. You may always choose not to provide the information we request. However, you may then be unable to take advantage of the features and services we offer on our Website.

**Offline:** When you sign up for an account or otherwise do business with Company, you may provide personally identifiable information of yourself, if an individual or sole proprietor, or the company officers or contact persons, in addition to company information, if a company. We may use that information to obtain a credit, D&B or similar report or otherwise evaluate your eligibility for an account. When you apply for a job, you may provide personally identifiable information,

such as name, address, telephone number, email address, birthdate and SSN. We may use that information to obtain a credit report, do a background or reference check or otherwise evaluate your suitability for the job.

**Information from Other Sources.** From time to time we may purchase or otherwise acquire information about you from other sources and add it to our database, including without limitation updated delivery and address information.

**How We Use Information.** If you choose to provide us with personally identifiable information, we will use that information to respond to your inquiry or process your order or application. We may provide this information to third parties if we believe in our discretion it would be helpful in responding to you, or if this information is necessary for the third party to do their job (see "Third Party Service Providers," below). If, in the future, we merge with or are acquired by another company, or change our structure, we may transfer your personally identifiable information to the surviving or acquiring entity. We will also disclose your personally identifiable information if we believe in good faith we are required to do so (a) by law or to comply with the law or legal process; (b) to protect and defend our rights or property or the rights or property of our clients; or (c) in an emergency to protect the personal safety of our employees, clients, visitors or the public.

**No Sale of Personally Identifiable Information.** Company will not sell your personally identifiable information to others except in connection with the sale of Company or the assets of Company.

**Third Party Service Providers.** Company may from time to time engage others ("Third Party Providers") to provide online and offline services to Company, to you, to other clients or to visitors to our Website. For example, Company may engage other companies to host, operate and maintain our Website, analyze data, provide marketing assistance, perform inventories or assessments, and provide credit information, background checks and other services. Company will give them access to your personally identifiable information to the extent necessary to do their jobs. Company cannot and does not guarantee that those companies will protect your personally identifiable information.

**Links to Other Websites.** When you visit our Website, you may be directed to websites of Third Party Providers and to other websites that are beyond our control ("Third Party Websites"). There are many links to Third Party Websites from our Website that may take you outside our service. Company believes that this is one of the strengths of our Website. For example, if you "click" on a product link or Third Party Provider link, that "click" may take you from our Website to that Third Party Website. If you choose to visit a Third Party Website, you should understand that the Third party's privacy policy, and not this Privacy Policy, will govern your activities and any information you disclose while visiting that Third Party Website. Third Party Websites may not have privacy policies or may have privacy policies that are not as protective of your personally identifiable information as Company's Privacy Policy. Third Party Websites may collect data, solicit personally identifiable information, or send cookies to visitors. Company strongly recommends that you review and understand the privacy policies of the Third Party Websites you visit, whether you visit Third Party Websites directly or through a link from a page on our Website.

**Email.** From time to time, Company may send email messages to some or all of its registered users or customers. Company may use a bulk email service to distribute that information. If you do not want to receive such emails, please indicate that preference by contacting us at [privacy@RexelHoldingsUSA.com](mailto:privacy@RexelHoldingsUSA.com).

**Online Live Chat/ Mobile Application.** Our Website may offer you the opportunity to chat online with a support representative. In order to use this service, you will provide us with, at a minimum, your name and email address. You may also choose to provide a photo for our mobile application product identifier. Company cannot guarantee the security or privacy of this information.

**Cookies.** Upon your first visit to our Website, our Website may automatically send a "cookie" to your computer. A cookie is a file that identifies you as a unique user. It stores personal preferences and user data. Cookies do not identify you by name. Company uses cookies to store preferences and user data. You may have your browser disable cookies; however, some Company services provided by our Website may not function properly if you disable cookies.

**Security.** Company uses encryption software in our Website to safeguard certain of your personally identifiable information while that information is transmitted over the Internet, including information you provide upon ordering or purchasing products from our Website. While using our Website, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer.

**Policy Changes.** Company reserves the right to change this Privacy Policy at any time. We will post any revisions to this Privacy Policy on our Website and will provide a paper copy to you upon your request. Please review the Privacy Policy on our Website or e-mail us at [privacy@RexelHoldingsUSA.com](mailto:privacy@RexelHoldingsUSA.com) or periodically call us at 972-908-3600 (ask for Legal Dept.) or write us at 14951 N. Dallas Pkwy, Dallas, Texas 75254 to request a paper copy of this Privacy Policy so you can review it for changes. Your use of our Website or any of our offline services will be subject to our Privacy Policy in effect at that time.

**Policy Regarding Children.** This Website is for people 18 years of age and older. If you are under 18 years of age, please do not submit any information to Company without the consent of a parent or guardian. Company does not intentionally collect any information about children.

**Disputes Regarding Use of Personally Identifiable Information.** Any claim, dispute or controversy (whether in contract, tort or otherwise, whether statutory, common law or equitable and whether pre-existing, present or future) against Company, its agents, employees, affiliates, successors and assigns, relating to this Privacy Policy will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Any arbitration will be conducted before a single neutral arbitrator and will be limited solely to the dispute between you and Company. The arbitration will be conducted in Dallas, Texas, or by telephone or online, as determined by the arbitrator. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If any claim, dispute or controversy is not subject to binding arbitration, you agree that the exclusive jurisdiction for that claim, dispute or controversy will be the state and federal

courts located in Dallas, Texas, that you will not file any action or proceeding in any other jurisdiction; and that you waive any argument that Dallas, Texas is an inconvenient forum.

**Limitation of Liability.** REXEL IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR PHYSICAL/EMOTIONAL DISTRESS DAMAGES. IN NO EVENT WILL REXEL'S LIABILITY FOR DIRECT DAMAGES EXCEED \$50.

**Miscellaneous.** Rexel's policy does not extend to anything that is beyond Rexel's reasonable control, including but not limited to potential insecurities inherent in the operation of the Internet. Rexel uses reasonable precautions to keep your personally identifiable information secure, whether it was collected online or offline. However, Rexel is not responsible for any breach of security or for the actions of any third parties. If you at any time have questions about this Privacy Policy, please send your question via email to [privacy@RexelHoldingsUSA.com](mailto:privacy@RexelHoldingsUSA.com).

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