SAN LORENZO TERMS OF USE

Effective Date: May 20, 2026

These Terms of Use (the "**Agreement**") govern your use of the San Lorenzo Lumber and Home Centers along with our affiliates ("**San Lorenzo**", "**we**", "**our**", or "**us**") websites, including www.sanlorenzolumber.com where this Agreement appears or is linked (the "**Services**").

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING THE SERVICES, YOU ACCEPT AND ARE BOUND BY THIS AGREEMENT AND OUR PRIVACY NOTICE. THESE TERMS AFFECT YOUR LEGAL RIGHTS, INCLUDING BY LIMITING OUR LIABILITY AND REQUIRING RESOLVING DISPUTES ON AN INDIVIDUAL, NON-CLASS BASIS AS DESCRIBED IN SECTION 11.

If you do not agree with and intend to be legally bound by these terms and conditions, do not access or use the Services. San Lorenzo reserves the right to change the Agreement, and to make changes to any of the products, services, or other matters described in the Services, at any time without notice or liability. Any such revisions are prospectively binding on you. You should periodically visit this page to review the then current Agreement that binds you. San Lorenzo reserves the right, in its sole discretion and without notice, to deny you access to the Services at any time.

Click on one of the links below to jump to the listed section:

1. Your Indemnity Obligation
2. Intellectual Property
3. Restrictions
4. No Warranty by San Lorenzo
5. Accounts
6. Orders
7. Use of Information You Provide to San Lorenzo
8. Artificial Intelligence
9. Links to and from Other Services
10. Electronic Communications
11. Forum for Actions, Governing Law, and Procedural Restrictions
12. Other Terms
13. Contact Information

1. YOUR INDEMNITY OBLIGATION

You agree to indemnify, defend, and hold harmless San Lorenzo and its affiliates and each of their officers, employees, directors, managers, stockholders, members, partners, and agents (all such parties are, collectively, the "**Indemnified Parties**") from and against any and all claims, demands, proceedings, suits, and actions, including, without limitation, any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, expenses (including, without limitation, any attorneys' and advisors' fees and disbursements) and costs (collectively, "**Claims**"), based on, arising out of, or in any way resulting from or connected with your use or alleged use of the Services, including, without limitation, any Claims alleging facts that, if true, would constitute your breach of this Agreement.

2. INTELLECTUAL PROPERTY

The Services may contain (1) materials and other items relating to San Lorenzo and its services including: data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, layout, databases, articles, posts, text, URLs, software, technology, interactive features, and the "look and feel" of the Services; (2) logos, service marks, trademarks, trade names, trade dress, and trade identities of various parties, including those of San Lorenzo; and (3) other forms of intellectual property (all of the foregoing, collectively "**Content**"). All rights, title, and interest in and to the Services and the Content is the property of San Lorenzo, our licensors, or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws, to the fullest extent possible.

Subject to your strict compliance with this Agreement, San Lorenzo grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, and use the Services, and to retain one copy of the Content as it is displayed to you, in each case for your personal, non-commercial use only. The foregoing limited license (1) does not give you any ownership of, or any other intellectual property interest in, the Services or any Content; and (2) may be immediately suspended or terminated for any reason, in San Lorenzo's sole discretion, and without advance notice or liability. Your unauthorized use of the Services or Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

All rights not expressly granted to you are reserved by San Lorenzo and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Services or Content for any purpose is prohibited. San Lorenzo

3. RESTRICTIONS

If you access, register an account, or otherwise use the Services, you represent you are at least the age of majority in your jurisdiction. The Services are not intended for children under the age of 13 and we do not knowingly collect personal information online from individuals under the age of 13. If we become aware that we have obtained personal information from a child under the age of 13, we will delete such information in accordance with applicable law.

You agree to comply with all national, federal, state, and local laws, statutes, ordinances, regulations, directives, and agreements that apply to your use of the Services and Content. You further agree that you will not (1) use the Services or Content for any political or commercial purpose; (2) engage in any activity in connection with the Services or Content that is unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive, or otherwise objectionable to San Lorenzo; (3) harvest any information from the Services or Content; (4) infringe any intellectual property or other right of any third party; (5) reverse engineer or modify the Services or Content; (6) interfere with the proper operation of the Services or its security features; (7) use the Services or Content in a manner that suggests an unauthorized association with San Lorenzo or any other party, or is beyond the scope of the limited license granted to you; or (8) otherwise violate this Agreement.

4. NO WARRANTY BY SAN LORENZO

The Services may contain inaccuracies or other errors. San Lorenzo may alter, change, or improve the Services or Content at any time without notice. San Lorenzo makes no representations or warranties as to the 'Services' completeness or accuracy or about the 'Services' suitability for any purpose. San Lorenzo makes no commitment to update the Content. You are responsible for all software, hardware, interconnections, fees, expenses, costs, and taxes for you to access or use the Services or to receive any communications from San Lorenzo.

YOU USE THE SERVICES AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF EXPECTATION OF PRIVACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR TITLE. IN NO EVENT SHALL ANY INDEMNIFIED PARTY BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES THAT ARE CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR OTHERWISE) BASED ON, ARISING OUT OF, OR IN ANY WAY RESULTING FROM OR CONNECTED WITH THE USE OF OR INABILITY TO USE THE SERVICES OR FOR ANY OF THE CONTENT OBTAINED THROUGH OR OTHERWISE IN CONNECTION WITH THE SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT, OR OTHER THEORIES OF LIABILITY, AND REGARDLESS OF WHETHER THE INDEMNIFIED PARTY WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

San Lorenzo neither warrants nor represents that your use of information and material on the Services will not infringe upon the intellectual property rights of third parties. San Lorenzo shall not be liable for any virus or other damage to your computer equipment or other property due to your accessing, browsing, or using the Services or due to your downloading any audio, data, images, materials, pictures, text, or video from the Services. The Services may refer to certain goods, products, and/or services that may not be available in your area. A reference to goods, products, and/or services without limiting their geographic scope does not imply that San Lorenzo offers or intends to offer those goods, products, and/or services in all locations.

We may offer you the ability to use certain informative tools, including, without limitation, for example, estimators/calculators or measurement tools. YOU ACKNOWLEDGE AND AGREE THAT THESE TOOLS ARE PROVIDED MERELY AS A CONVENIENCE TO OUR USERS, AND THAT YOU RETAIN ULTIMATE RESPONSIBILITY FOR ENSURING THE ACCURACY AND COMPLETENESS OF ANY INFORMATION YOU SUBMIT WHILE USING THE SERVICES.

5. ACCOUNTS

Certain aspects of the Services may allow you to register and create an account. If you create an account, you are the only person authorized to use your user identification and password, and you shall not permit or allow other people to have access to or use the same. You are responsible for maintaining the confidentiality of your user identification and password. You are responsible for any actions taken using your user identification and password. You are responsible for ensuring that all information in your account, including without limitation your contact information, are and remain at all times complete and accurate. You acknowledge and agree that you are solely responsible for all content, data, and information submitted by your user identification into the Services, including, without limitation, content, data, and information relating to third parties.

6. ORDERS

The information on the Services does not constitute a binding offer to sell products described on the Services or to make such products available in your area. We reserve the right at any time after receipt of your order to accept or decline your order, or any portion thereof, in our sole discretion, even after your receipt of an order confirmation or after your payment method has been charged. The prices displayed on the Services are quoted in U.S. dollars and are intended to be valid and effective only in the United States. In the event a product is listed at an incorrect price, we have the right to refuse or cancel orders placed for the product listed at the incorrect price, regardless of whether the order has been confirmed or your payment method charged. If your payment method has already been charged for the purchase and your order is canceled, we will issue a credit to the applicable account.

7. USE OF INFORMATION YOU PROVIDE TO SAN LORENZO

San Lorenzo collects various pieces of information about you from the Services. While San Lorenzo takes reasonable steps to safeguard and to prevent unauthorized access to your information, San Lorenzo cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your information. IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES THAT ARE CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR OTHERWISE) BASED ON, ARISING OUT OF, OR IN ANY WAY RESULTING FROM OR CONNECTED WITH A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT, OR OTHER THEORIES OF LIABILITY, AND REGARDLESS OF WHETHER AN INDEMNIFIED PARTY WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

San Lorenzo will not treat as confidential any communications you send to San Lorenzo by electronic mail or otherwise. San Lorenzo has no obligation to refrain from publishing, reproducing, or otherwise using your communications in any way and for any purpose.

San Lorenzo does not accept or consider unsolicited proposals related to its business, including but not limited to proposals for advertising campaigns, logos, names, processes, products, promotions, services, slogans, and technologies. San Lorenzo requests that you do not send such proposals. Please refrain from sending original creative artwork, blueprints, designs, layouts, photographs, or samples. San Lorenzo adopted this policy to prevent claims that it copied unsolicited ideas without authorization, when, in fact, it developed the idea independent of, or long before, receiving the unsolicited proposal. If you send San Lorenzo unsolicited proposals, do so with the understanding that it may use any concept, idea, invention, know-how, or technique you disclose in those communications for any purpose, including for developing, manufacturing, and/or marketing goods, products, or services. San Lorenzo may do so free of any obligation to compensate you for that use.

San Lorenzo may collect, use, and disclose de-identified and aggregated data regarding the Services. Any information or data San Lorenzo compiles regarding the performance of the Services, purchasing behavior, and analysis and compilations of aggregate data collected by San Lorenzo are considered proprietary information owned by San Lorenzo. San Lorenzo may collect and use your data through the Services for its business purposes, including offering additional products to you.

8. ARTIFICIAL INTELLIGENCE

We may utilize artificial intelligence, machine learning tools, or similar technology ("**AI**") to process information on the Services to enhance your experience, perform analytics, and assist us with customer service. You acknowledge and agree that any information that you provide on the Services may be used as an input for AI. You further agree that we or our vendors may use any output generated from the AI for our own commercial purposes, including to develop and improve the Services and train artificial intelligence algorithms, models, and solutions.

9. LINKS TO AND FROM OTHER SERVICES

The Services may provide hyperlinks or references to other websites. While San Lorenzo tries to provide hyperlinks and references only to websites that are reputable and safe, San Lorenzo takes no responsibility for the information, products, or services obtained on such sites and will not be liable for any damages arising from or related to your access to such sites. San Lorenzo provides links to other sites solely for your convenience. The inclusion of such hyperlinks and other references in the Services does not imply an endorsement of the other sites, their contents, or the persons or entities operating those websites. You assume sole responsibility for using links or pointers to third-party websites.

You may not hyperlink or provide references to the Services without prior written consent from San Lorenzo. San Lorenzo bears no responsibility for websites that provide hyperlinks or references to the Services.

10.ELECTRONIC COMMUNICATIONS

By creating an account through the Services, you consent to receive electronic communications from San Lorenzo (e.g., SMS or text messaging, telephone, via email, or by posting notices on the Services). These communications may include notices about your account (e.g., authentication, payment authorizations, password changes and other transactional information) or legal notices and are part of your relationship with us. When permitted by applicable law, we may also send you promotional communications via email, including newsletters, special offers, surveys, and other information we think may be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided in such emails.

You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

By providing your phone number to us through the Services or otherwise, you consent to receive calls or text messages from us and our service providers, including using an automated telephone dialing system, for operational or informational purposes. You can cancel the SMS service at any time by following the instructions sent to you in the message.

11.FORUM FOR ACTIONS, GOVERNING LAW, AND PROCEDURAL RESTRICTIONS

You agree this Agreement is made and entered into in Dallas County, Texas. You agree that Texas law, without regard to conflicts of law principles, governs this Agreement's interpretation and/or any dispute related to or arising from your access to, dealings with, or use of the Services. Any lawsuit brought by you

related to your access to, dealings with, or use of the Services must be brought in the state or federal courts of Dallas County, Texas.

CLASS AND COLLECTIVE ACTION WAIVER: YOU AND SAN LORENZO EXPLICITLY AGREE TO THE FULLEST EXTENT ALLOWABLE AND ENFORCEABLE UNDER APPLICABLE LAW, THAT ANY DISPUTE ARISING UNDER OR SUBJECT TO THIS AGREEMENT MUST BE TRIED ON AN INDIVIDUAL BASIS. NO DISPUTE SHALL BE TRIED ON A CLASS OR REPRESENTATIVE BASIS.

12.OTHER TERMS

This Agreement constitutes the entire agreement governing your access to, dealings with, and use of the Services. Separate agreements may attach to any goods, products, or services you obtain, purchase, or use from the Services. In the case of a conflict between this Agreement and any agreement specific to any goods, products, or services that you obtain, purchase, or use from the Services, the terms of the specific agreement shall govern.

Any failure or delay of San Lorenzo to assert its rights under this Agreement does not constitute a waiver of its right to assert the same or any other right at any other time or against any other person or entity. If any provision of this Agreement is found to be invalid or unenforceable, the invalid or unenforceable provision will be stricken from this Agreement without affecting the validity or enforceability of any other provision. Any court, mediator, or arbitrator is requested and instructed to replace such stricken term with the term of similar effect that is most like it that is enforceable.

San Lorenzo may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by you, and you may not delegate your duties under it, without the prior written consent of an officer of San Lorenzo.

13.CONTACT INFORMATION

If you have any questions about the Services or this Agreement, please contact us at privacy@bldr.com.

Builders FirstSource
ATTN: General Counsel
6031 Connection Dr., Ste. 400
Irving, TX 75039