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**Participant Terms & Conditions as of September '2025**  
**GENERAL TERMS AND CONDITIONS OF PROCUREX SITE USE**

ProcurexInc.com IS ONLY A VENUE ProcurexInc.com acts only as the venue for Participants to contract with each other. ProcurexInc.com will not be involved in any actual transactions between buyers and sellers. As a result, ProcurexInc.com has no control over the quality, safety or legality of the items listed, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to buy items. ProcurexInc.com cannot ensure that a buyer or seller will actually complete a transaction. Because Participant authentication on the Internet is difficult, ProcurexInc.com cannot and does not confirm each Participant's purported identity, nor the representative capacity or authorization of a Participant. Including Participants' compliance with the Terms and Conditions set forth above, Participants (and not ProcurexInc.com) are solely responsible for all of the terms and conditions of transactions by or between themselves and any other Participant, including, without limitation, terms regarding warranties, insurance, shipping fees, taxes, titles, licenses, permits, fines, handling, transportation and storage. In the event that a Participant has a dispute with one or more other Participants, all such Participants hereby release ProcurexInc.com (and its officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Each Participant also waives any state law provisions of its home state that substantially limit a general release such as the following: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor." ProcurexInc.com does not control the information provided by Participants which is made available through ProcurexInc.com. Participants may find other Participants' information to be offensive, harmful, inaccurate, or deceptive. ProcurexInc.com reserves the right to review postings on ProcurexInc.com, to remove any postings, and to terminate a Participant's ability to post to ProcurexInc.com at any time without notice, in ProcurexInc.com's sole discretion. ProcurexInc.com also reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or material, in whole or in part, in ProcurexInc.com's sole discretion. For legal reasons, ProcurexInc.com cannot nor will it try to control the information provided by Participants which is made available through ProcurexInc.com. By its very nature, Participants' information may be offensive, harmful or inaccurate, and may be mislabeled or deceptively labeled. ProcurexInc.com expects that each Participant will use caution – and common sense – when using ProcurexInc.com.

**ACCESS**

Each Participant agrees that it will not use any automatic device or manual process to monitor or copy ProcurexInc.com's web pages or the content contained therein. Each Participant agrees that it will not use any device, software or routine to interfere or attempt to interfere with the proper working of ProcurexInc.com. Each Participant agrees not to attempt to unlawfully manipulate the price of any item or to interfere with any other Participant's activities on ProcurexInc.com. Each Participant agrees that it will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except

for its own Information) from ProcurexInc.com without the prior written permission of ProcurexInc.com or the appropriate third party.

## **TERMINATION**

ProcurexInc.com may terminate a Participant's membership at any time, with or without cause. Upon termination for cause, Procurex shall not make any refund of the Participant's payment of the Fees set forth hereinafter. Upon termination without cause, Procurex shall return the portion of a pro rata portion of the Fees set forth hereinafter paid by the Participant for the unused portion of the respective term.

## **NO WARRANTY**

THE INFORMATION AVAILABLE ON ProcurexInc.com MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. ProcurexInc.com DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR ANY OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH ProcurexInc.com. EACH PARTICIPANT ACKNOWLEDGES THAT ANY RELIANCE ON ANY SUCH ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION SHALL BE AT SUCH PARTICIPANT'S SOLE RISK. ProcurexInc.com RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE. ProcurexInc.com MAY MAKE ANY OTHER CHANGES TO THE SITE, THE INFORMATION AND THE PRODUCTS, PROGRAMS, SERVICES OR PRICES DESCRIBED IN THE SITE BY POSTING ITS INTENT TO MAKE SUCH CHANGES AND A DESCRIPTION OF THE CHANGES THIRTY (30) DAYS PRIOR TO MAKING SUCH CHANGES EFFECTIVE. ProcurexInc.com AND ITS SUPPLIERS PROVIDE ProcurexInc.com "AS IS" AND WITHOUT ANY WARRANTY OF PERFORMANCE OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. ProcurexInc.com CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ProcurexInc.com AND OPERATION OF ProcurexInc.com MAY BE INTERRUPTED AT ANY TIME. ProcurexInc.com AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **LIABILITY**

IN NO EVENT SHALL ProcurexInc.com OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ProcurexInc.com OR THIS AGREEMENT. ProcurexInc.com'S LIABILITY, AND THE LIABILITY OF ProcurexInc.com'S SUPPLIERS, TO A PARTICIPANT OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES SUCH PARTICIPANT HAS PAID TO ProcurexInc.com IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100.

## **INDEMNITY**

Each Participant agrees to indemnify and hold ProcurexInc.com and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of such Participant's breach of this Agreement, or such Participant's violation of any law or the rights of a third party.

## **LEGAL COMPLIANCE**

Each Participant agrees to comply with all applicable laws, statutes, ordinances and regulations regarding the purchase and sale of goods and services on ProcurexInc.com and the use of ProcurexInc.com.

### **STATUTE OF LIMITATIONS; INTERNATIONAL PARTICIPANTS**

Each Participant agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of ProcurexInc.com's services or this agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred. This site is controlled, operated and administered by ProcurexInc.com from its offices within the United States of America. ProcurexInc.com makes no representation that materials at this site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. Participants may not use the site or export the contents in violation of U.S. export laws and regulations. If a Participant accesses this site from a location outside of the United States, such Participant is responsible for compliance with all applicable local laws.

### **GENERAL LEGAL REQUIREMENTS**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, or describe the scope or extent of such section. ProcurexInc.com's failure to act with respect to a breach by a Participant or other Participants does not waive ProcurexInc.com's right to act with respect to subsequent or similar breaches. This agreement sets forth the entire understanding and agreement between each Participant and ProcurexInc.com with respect to the subject matter hereof.

### **ARBITRATION**

Any controversy or claim arising out of or relating to this agreement or ProcurexInc.com's services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Erie, Pennsylvania, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either a Participant or ProcurexInc.com may seek any interim or preliminary relief from a court of competent jurisdiction in Erie, Pennsylvania necessary to protect the rights or property of such Participant or ProcurexInc.com pending the completion of arbitration.

### **CHOICE OF LAW**

This Agreement shall be interpreted in accordance with, and governed by the laws of the State of Pennsylvania, United States of America, without giving effect to its choice of law provisions.

### **PRIVACY**

Procurex may use the information that the Participant provides upon registration so as to provide the Event services set forth on the ProcurexInc.com Web Site, as well as with custom information about

Procurex offerings in support of Participant's business needs. A technology called cookies may be used to provide with tailored information. A cookie is a tiny element of data that a web site can send to a browser, which may then be stored on the hard drive so as to facilitate later access. At times Procurex may conduct on-line surveys to better understand the needs and profile of the Participants. In conducting a survey, Procurex will try notify the Participants of the uses of the information being collected.

## **TERMS AND CONDITIONS FOR PROCUREX EVENTS**

In the event of a conflict between the above-noted General Terms and Conditions of Procurex Site Use and the following Terms and Conditions for Procurex Events, the latter Terms and Conditions shall control. Definitions. The Procurex site and software will facilitate the communication of buyers and sellers by both providing a mechanism to submit quotes and by providing a mechanism to participate in dynamic bidding. Buyer Participants are those individuals looking to procure goods or services and both initiate the contact and decide the forum for the responses. Seller Participants are those individuals the Buyer Participants have determined can provide the goods or services and are being asked to submit pricing information. If the Buyer Participant requests a dynamic bidding process, hereinafter referred to as an "Auction Event", Seller Participants will be asked to engage in a dynamic bidding process. If the Buyer Participant requests a quote for a purchase of goods or services, hereinafter referred to a "Request for Quote" or simply "Quote", a Seller Participant will be asked to provide price information "Quote" in a non-dynamic process.

## **MODIFICATIONS AND AMENDMENTS**

The Participant acknowledges that this Agreement is governed only by the terms contained in it, and cannot be modified by any oral representations. These Terms and Conditions may be modified or amended only by an advance notice from Procurex asking that the Participant review the new Terms and Conditions and to signify acceptance by clicking on the "I Agree" button. The Participant understands that the sole remedy, should agreement not be reached, is to withdraw from any subsequent Procurex Events. Participation in any subsequent Procurex Events will constitute Participant's acceptance of any such modification or amendment.

## **INVITATION**

Only the Buyer Participant has the right to invite potential Seller Participants to either bid or quote. It is the sole discretion of the Buyer Participant as to which Seller Participants met the criteria to participate subsequent to invitation. Each Seller Participant company must have, on record within the Procurex software, acceptance of this Agreement prior to being allowed to bid or quote. The Buyer Participant may cancel any Procurex request for bid or quote or any Auction Event they hold for any reason, including because the number of Seller Participants accepting the invitation is deemed insufficient. Seller Participants accepting the invitation will be allowed to participate in only the Procurex Event or Request for Quote to which the invitation relates.

## **CONFIDENTIALITY**

Procurex respects the sensitive nature of participant information and thus Procurex or its designate, having responsibility for hosting the application software, will use all commercially reasonable efforts to

maintain the confidentiality of all bid and quote information. Confidential information does not include information that becomes publicly known through no violation of the terms of this Agreement or that Participant itself elects to disclose. Procurex's liability for breach of this obligation will be limited to monetary damages of \$100 in the aggregate.

## **BID DECREMENTS**

The Buyer Participant, in establishing a Procurex Auction Event may elect to include a decrement amount indicating the minimum monetary amount by which bids can be changed. This decrement amount will be available onscreen to all Bidders at the start of the Procurex Event.

## **RESERVE PRICE**

The Buyer Participant, in establishing a Procurex Auction Event may elect to have a Reserve Price set against each item or for all items. The Buyer Participant, at its sole discretion, may void the Procurex Event if the lowest bid on closure of the Procurex Event is above the applicable Reserve Price. The Reserve Price may or may not be disclosed to Bidders.

## **BID LOTS**

Unless Participants are notified to the contrary by the Buyer Participant, all bids must be for the supply of the entire quantity subject to the Procurex Auction Event.

## **FIRST ENTERED BIDS**

If two Bidders submit identical bids, the Bidder with the earliest bid as recorded by the application software will be considered the lead Bidder. The other Bidder would have to submit a subsequent bid, in accordance with the Event's minimum decrement rules, to capture the leader position for the Event.

## **SUSPENSION OF A PROCUREX AUCTION EVENT**

The Buyer Participant may suspend and later restart an auction Event, if the Buyer Participant determines that bidding by all invited Seller Participants cannot take place due to Events outside the Buyer Participant or the Seller Participant's control. Bids will not be accepted during the suspension. Depending on the nature or persistence of the reason for the suspension, a suspended Event may be re-activated by the Buyer Participant, or cancelled entirely. The Buyer Participant may hold the Procurex auction Event at a later date and time.

## **EVENT EXTENSION**

A Procurex Auction Event may be designated to automatically extend the ending time of the Event one or more times, based on the bidding activity occurring within the last minutes of scheduled bidding. This extension may be repeated until no further bids are placed in the last minutes of the extension. If no bid is placed within the last minutes of the Procurex Auction Event time, then no automatic extension will occur. The Buyer Participant may also extend the Procurex Event manually if deemed in the best interest of the Buyer Participant.

## **AUCTION EVENT DECISION**

The Buyer Participant intends to award the business to the lowest bidder, however, each Buyer Participant reserves the right to award business to any number of Seller Participants (or to award no business pursuant to the Procurex Auction Event) at the Buyer Participant's absolute discretion. Without limiting the foregoing, each company, as represented by the Buyer Participant, reserves the right to select a bid other than the lowest bid, and the right to reject all bids, in the Buyer Participants discretion

## **CODE OF CONDUCT**

Each Participant in the Procurex Auction Event will conduct its use of the Site in a professional and ethical fashion. The Seller Participant further agrees that: 1. Acceptance of an invitation to bid is a firm commitment to enter into and participate in the Event. 2. All bids are to be submitted in good faith by authorized agents of the Seller Participant. 3. Every bid shall be considered an offer to sell, and the Seller Participant represents that such bids will not be placed for any other reasons, including but not limited to, influencing other Seller Participants or for the purpose of attempting to identify another Seller Participant's bid.

## **AVAILABILITY**

The Procurex Site or certain Site functionalities may become unavailable from time to time for both scheduled and unscheduled outages. This may happen during an auction Event and prevent bids from being entered. Procurex will publish scheduled downtimes and make every effort to minimize unscheduled system outages. In the Event of a system outage, Procurex will seek to bring the system online as soon as possible, but makes no representation as to how long that will be.

## **CONDITIONS OF USE**

The Participant agrees to adhere in particular to the following conditions in order to participate in Procurex Auction Events or Request for Quote: –The Seller participant has the necessary qualifications, licenses and authority to sell the items or to supply the services listed in the invitation from the Buyer Participant. – No Participant will disclose user codes, passwords or access codes to another person or entity. – The Participant agrees to this Agreement and agrees to submit a password before entering any Procurex Auction Events to place bids or to submit Quotes. – The Participant has read, understood, and accepts all of the conditions pertaining to the application and the Event, as set out to the Participant in this document. – The Participant knows of no conditions, hindrances, liens or impediments that would cause the Participant not to be able to honor any subsequent supply contract issued by the Buyer Participant reflecting the Seller Participant's participation and representations in the Procurex Event.

## **ADDITIONAL TERMS AND CONDITIONS FOR A Procurex EVENT**

Any terms and conditions for a Procurex Event that are to be in addition to those set forth above shall be displayed on the Procurex auction screen or be the subject of negotiations between the Buyer Participant and Seller Participant. Procurex shall not be involved with, responsible for nor a party to any such additional terms and conditions.

## **TERMINATION**

ProcurexInc.com may terminate a Participant's membership at any time, with or without cause. Upon termination for cause, Procurex shall not make any refund of the Participant's payment of the Fees set forth hereinafter. Upon termination without cause, Procurex shall return the portion of a pro rata portion of the Fees set forth hereinafter paid by the Participant for the unused portion of the respective term.

## **ACCEPTANCE AND REGISTRATION**

The following Terms and Conditions govern participation in fee-based services on ProcurexInc.com, a web site portal operated by Procurex, and more particularly governs participation in a Procurex Event, a web based quoting and auction application running on ProcurexInc.com. The Participant, whether acting as a Buyer Participant or a Seller Participant, hereby acknowledges that clicking on the "I Agree" button signifies Participant's agreement to be bound by these Terms and Conditions for all Procurex Events. The Participant also agrees that when the Participant indicates that the Participant is acting on this Site on behalf of and/or in a representative capacity for another party (hereinafter "Represented Party"), Participant is hereby representing and warranting to Procurex as well as to the other participants in the Procurex Events that the Participant may enter that the Participant has the authority and the ability to so represent the other party in this Agreement and make legally binding commitments on behalf of such other party. The Participant also understands that Procurex may further require that the Participant print, sign and return a written copy of this Agreement to Procurex to complete the registration process. Each Participant will also be required to reaffirm acceptance of this Agreement at each renewal period or when the ProcurexInc.com modifies these terms. Each Represented Party in delegating authority to a Participant to represent the Represented Party is hereby acknowledging its legal responsibility for the actions of such representative Participant when acting or purporting to act on Represented Party's behalf on the ProcurexInc.com site and Procurex Events. Each Represented Party is responsible for the actions and statements of all persons who access this site using that Participant's Participant name and password. Each Represented Party agrees that prior to permitting any person to use the services of ProcurexInc.com on such Represented Party's behalf, each such person will first complete this Registration Application to acknowledge the terms and conditions of the ProcurexInc.com site and the Procurex Events and agree to be bound by them on behalf of that person and the Represented Party. Each Participant agrees not to resell, assign or transfer its rights or obligations under this agreement.

## **CANCELLATION OF EVENT OR EXCLUSION OF SELLER PARTICIPANT**

The Seller Participant agrees that the Buyer Participant may cancel or reschedule an Auction Event ( or individual line items within a Procurex Auction Event), or may exclude one or more Seller Participants prior to or during a Procurex Auction Event, at its sole discretion, for any reason, including but not limited to: 1. An insufficient number of Seller Participants accept the Procurex Auction Event invitation prior to the relevant start date and time. 2. There are no bids accepted which are equal to or below any Reserve Price or meet other qualifying requirements. 3. There is evidence that two or more Seller Participants are acting in collusion. 4. There is evidence that one or more Seller Participants have submitted bids which are clearly below a reasonable cost. 5. One or more Seller Participants who accepted invitations are unable to complete their bidding during the Event due to an occurrence which adversely affects their ability to fully participate in the Event.