

Malcom Lumber & Hardware BuildersPLUS[®]

Terms & Conditions Effective January 1, 2008

- Eligible participants include all Malcom Lumber & Hardware customers enrolled in the program.
- Points accrue at rate of four points per dollar of eligible purchases.
- Upon meeting the \$10,000 minimum purchasing level, per year, Builders Plus[™] points are awarded for the purchases made year-to-date, back to the first dollar of purchases.
- All returns and billing adjustments will be deducted from the cumulative purchasing total.
- Awarded points are not transferable to another company. In event of ownership change in participating company, points are (not) transferable.
- Earned but unused points carry over from year to year or until program has been discontinued.
- Participating builder must be a Malcom Lumber & Hardware customer in good credit standing in order to continue participation in the program. Participants whose accounts are not current will be suspended from program participation without notice, and will be ineligible to earn or redeem points until the account returns to good standing. All purchases must be paid by the 10th of the month, per Malcom Lumber & Hardware standard credit terms.
- All points are awarded on sales in the month in which payment is made for the goods. For example, a builder's purchase is delivered on May 17th, invoiced on May 18th with a due date of June 10th, paid on June 8th, and points are awarded on June 30th.
- All points awarded are based on sales, less all returns or other credits.
- Points are awarded on a monthly basis. Online balances are updated on or about the 16th of each month.
- Points are earned on goods and labor purchased through Malcom Lumber & Hardware.
- Points are not earned on state or local taxes.
- Malcom Lumber & Hardware may, at its discretion, offer periodic promotions that do not accrue BuildersPlus[™] points on purchases or services.
- Participating builder is responsible for notifying the Builders Plus[™] administrator of any security breaches involving the issued USER ID and/or PASSWORD to the online Catalog Redemption website.
- Points are not redeemable for cash or cash equivalent (gift certificates, prepaid gift cards, paying invoices, etc.).
- In cases of dispute, the point balance as determined by the Malcom Lumber & Hardware Builders Plus[™] administrator shall be final.
- All redemptions are final and non-refundable. Malcom Lumber & Hardware does not assume any liability for performance of or provide warranty on goods received through redemption of Builders Plus[™] points. The only warranties that apply to any items offered in the Builders Plus[™] program are those of the manufacturer, and subject only to the manufacturer's warranties.
- The Builders Plus[™] program is subject to change or termination at any time, with or without notice.
- The points are awarded to the builder company. It is the Builder's responsibility to be in compliance with IRS regulations regarding redemptions and all other aspects of the BuildersPlus[™] program.
- Available points balance will be provided on the catalog website.
- Enrollment in the program is not official until notification of acceptance by the Malcom Lumber & Hardware Builders Plus[™] administrator.
- Participation in the Builders Plus[™] program is at the sole discretion of Malcom Lumber & Hardware.
- Program is void where prohibited by law.
- The Builders Plus[™] administrator must arrange for prepayment of all travel and special order purchases. No reimbursement for special orders or travel is permitted.
- Allow 30 days for processing of travel awards.
- Redemption must cover the entire cost of the award (product or services, shipping, handling, and sales tax).
- Additional Terms and Conditions may apply. For up-to-date information, refer to www.malcomlumber.com.