



## TERMS AND CONDITIONS

1. **DEFINITIONS:** “**Account**” means any charge or cash account held with Andrew Sheret Limited and/or its subsidiary and affiliated companies; “**ASL**” means Andrew Sheret Limited, as well as its subsidiary and affiliated companies, and their successors and assigns; “**Charge Account**” means any credit account held with Andrew Sheret Limited and/or its subsidiary and affiliated companies; “**Credit Terms**” means those terms included on all ASL applications for credit; “**Flex Points Reward Claim Form**” means that form which must be completed in order to redeem Points; “**Flex Points Terms and Conditions**” means the Flex Points terms and conditions contained herein, as amended from time to time; collectively, “**Members**,” and individually, “**Member**” or “**you**,” means registered members of the Program; “**Points**” means the points earned under the Program; “**Portal**” means the customer portal offered on the sheret.com website; “**Program**” means the Flex Points program; “**Reward**” or “**Rewards**” means any and all awards, products, merchandise, travel or other rewards earned by Members through Points redemption in connection with the Program; and “**Terms of Sale**” means Andrew Sheret Limited’s terms of sale as included on all ASL invoices and quotes.

2. **EARNING POINTS:** To be eligible to earn Points, you must be registered in the Program. Members will earn one (1) Point for every sixty dollars (\$60.00), excluding taxes and freight, spent on eligible purchases at ASL.

Points are awarded on a monthly basis and are only applicable to active Accounts paid within ASL’s Terms of Sale and Credit Terms (if a Charge Account is held). Charge Accounts that are thirty (30) days past due will only receive fifty percent (50%) of the total Points earned during the month. Points will not be awarded on Charge Accounts more than sixty (60) days past due. Any Charge Account that becomes ninety (90) days past due will have all its Points dissolved from the Account, which Points will not be reinstated under any circumstances. ASL reserves the right to withhold Points on Charge Accounts in arrears.

Some Accounts are ineligible from earning Points based on previous arrangements (i.e. Government and Institutional Accounts). This will be communicated at the time of registration to the Program and is at ASL’s sole discretion.

Points have no cash value and are non-transferable. Points will not be issued retroactively.

3. **REDEEMING POINTS:** Points may be redeemed for merchandise, travel and other rewards.<sup>1</sup> Points values for ASL products purchased may change at any time without notice.

**Points Redemption – ASL Products:** Points may be redeemed towards ASL products. To redeem Points for ASL products, let any ASL branch know that you would like to use your Points to cover all or part of the cost of your purchase at the time of purchase.

**Points Redemption – Non-ASL Products:** To redeem Points for non-ASL products, purchase the desired product and return the receipt to any ASL branch within sixty (60) days of purchase. All eligible Points redemptions must be accompanied by a completed Flex Points Reward Claim Form. Flex Points Reward Claim Forms are available at all ASL branches. Points may also be redeemed through the Portal. ASL will reimburse you for the cost of the chosen product.<sup>1</sup> Disbursement of a claimed amount will take four (4) to six (6) weeks from submission.

Points redemptions made through a Member’s Portal account will be considered to have been authorized by that Member. ASL is not liable for any unauthorized activity on a Member’s Portal account. It is the sole responsibility of Members to keep their Portal login credentials secure.

All Points redemptions are subject to ASL’s approval at its sole discretion.

Accounts will not be permitted to go into a negative Points value when Points are redeemed. Should an Account not have the required Points for the chosen Reward, Members will be required to pay the difference.

Members are responsible for any applicable taxes, including income taxes, now or in the future. Redemption of Points must be declared as a taxable benefit by each Member.

4. **GENERAL:**

- (a) **Program Changes and Termination:** These Flex Points Terms and Conditions supersede all previous terms and conditions applicable to the Program. Except as otherwise expressly prohibited or limited by applicable laws, ASL reserves the right to, at any time, amend, modify or supplement the Flex Points Terms and Conditions or the structure for earning or redeeming Points, including, but not limited to, suspending or cancelling any parts of the Program, with or without notice, even though such changes may

affect the value of Points, or the ability to obtain certain Rewards. ASL reserves the right to interpret the Flex Points Terms and Conditions in its sole discretion and will be the final authority on Points credits and Rewards qualifications.

At ASL's sole discretion, ASL may choose to substitute a similar loyalty program for the Program at any time immediately upon notice to active Members.

If the Program is terminated, all unredeemed Points will be forfeited without any obligation or liability.

- (b) **Eligibility**: Membership in the Program is available to legal residents of Canada who have reached the age of majority in their province of residence, and who hold an Account with ASL. Once enrolled in the Program, Members are entitled to the Rewards and benefits of the Program as set out herein or in promotional materials.

ASL reserves the right to disqualify any Account holder from participation in the Program.

- (c) **Cancelling by Member**: Members may opt out of the Program at any time. If a Member opts out of the Program, they will no longer be eligible to earn Points. All unredeemed Points and Rewards will be forfeited immediately and may not be reinstated or transferred.
- (d) **Cancelling or Suspending by ASL**: ASL reserves the right to cancel or suspend a Member's participation in the Program or any Points earned and not yet redeemed, at any time with immediate effect and without written notice, in the event of fraud, abuse of Program privileges, violation of the Flex Points Terms and Conditions, or at ASL's sole discretion.
- (e) **Points Deletion**: Deletion of Points for any reason is final and cannot be reversed.
- (f) **Points Redemption**: All Points accumulated remain the property of ASL until Points are redeemed and a Reward is awarded. Rewards are issued in accordance with the Flex Points Terms and Conditions. Your Account must be in good standing to redeem Points.
- (g) **No Sale or Transfer**: Except as expressly permitted in the Flex Points Terms and Conditions, Points, Rewards and other Member benefits may not be sold, bartered or transferred (other than by ASL or its agents). Any attempted transfer, sale or barter will be void and will be confiscated. ASL may refuse to honour or recognize any Points, Rewards, or Member benefits which ASL believes may have been transferred, sold or bartered.
- (h) **Viewing Available Points**: You may check available Points at any time by contacting your local ASL branch or by checking the Portal. A summary of available Points will be included on Members' monthly statements (if a Charge Account is held).
- (i) **Legal Action**: Nothing contained in these Flex Points Terms and Conditions will limit ASL in the exercise of any legal or equitable rights or remedies. In the event of a dispute, the decisions of ASL will be final and binding.
- (j) **Enforceability**: In the event any provision of these Flex Points Terms and Conditions is determined to be void or unenforceable, such determination shall not affect the remainder of the Flex Points Terms and Conditions, which shall continue to be in full force and effect.

<sup>1</sup> Some restrictions may apply. See in-store for details. All Points redemptions are subject to ASL's approval at its sole discretion.