

# Samsung Marketplace

## THIS A BINDING LEGAL AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS BELOW CAREFULLY

**Last Updated: March 12, 2024**

The Samsung Terms of Purchase (the "Terms") below are a legal agreement between Buyer (as defined below) and Samsung Electronics America, Inc. ("Samsung") for the purchase of products online using the Samsung Marketplace website found at (<https://bstock.com/samsung/>) ("Samsung Mobile Auctions Marketplace site"). If the person accepting these Terms as Buyer is purchasing on his or her own behalf, "Buyer" means that person individually in his or her personal capacity. If the person accepting these Terms is doing so as an employee, representative or agent acting on behalf of a company or other entity, then "Buyer" means the company or entity for whose benefit such person is acting, and by clicking "accept" such person represents that he or she has the authority to bind such company or entity to these Terms. In these Terms Buyer and Samsung are referred to collectively as the "Parties" and separately as a "Party". Samsung has designated B-Stock Solutions, Inc. ("B-Stock") as its agent and representative to operate, maintain and conduct auctions on the Samsung Mobile Auctions Marketplace site. B-Stock is a third party beneficiary of these Terms to the extent necessary to provide certain functions and services related to these auctions and is not otherwise a party to these Terms.

### TERMS OF PURCHASE

#### **ACCEPTANCE OF TERMS OF PURCHASE**

By checking the "I agree to the Terms of Purchase" box or by participating in an auction on the Samsung Mobile Auctions Marketplace site, Buyer accepts and agrees to be bound by these Terms each time you log into the site. If Buyer does not agree to these Terms, do not bid on or purchase any Products from the Samsung Mobile Auctions Marketplace site. You may preserve these Terms of Purchase in written form by printing it for your records, and you waive any other requirement that these Terms of Purchase be evidenced by a written document.

#### **ADDITIONAL DEFINITIONS**

A "Completed Purchase" occurs when (i) Buyer has provided all of the purchase information requested in the Email Notification (as defined below) in the manner specified in such Email Notification to complete Buyer's purchase and (ii) the Purchase Price (as defined below) for the Products has been paid as specified in the Email Notification.

"Extended Auction" shall mean an auction in which, if a bid is entered within the final five (5) minutes of the original closing time, the auction will be extended by five (5) minutes. If a bid is then placed before the

extended five (5) minutes elapses, the auction will be extended again for five (5) minutes and the listing will continue to be extended until there are no new bids placed within the final five (5) minutes of the auction.

“Products” shall mean products that are available for purchase on the Samsung Mobile Auctions Marketplace site under these Terms described herein.

“Listing” shall mean the content on the Samsung Mobile Auctions Marketplace site associated with particular Products, including, but not limited to, the description and quantity of the Products. Samsung shall have the right to modify or correct any Listing at any time and such modification shall be binding on any purchase of any Products purchased after such modification had been made.

“Promotional Content” shall mean any and all information, service or content provided by Samsung or its agents in any medium in connection with these Terms, including promotional content and Listings to be displayed on the Samsung Mobile Auctions Marketplace site.

“Territory” shall mean the geographic area identified as the fifty U.S. states and the District of Columbia.

#### **AUCTION PROCESS**

Products. Products consist of customer returns or company stock merchandise, some of which may have been previously shipped and/or are from various manufacturers. The condition of the Products will vary and descriptions regarding a Product’s condition will be set forth in the Listing. The Products are provided to Buyer “as is” for purchase on the Samsung Mobile Auctions Marketplace site. The quantity and/or value of actual Products in each lot may vary up to five (5) percent (5%) less or greater than the number set forth in the Listing and may include up to five (5) percent (5%) quantity and/or value of more damaged items than designated as “Damaged” in the Listing. Accessories such as remote controls, cables, headphones, chargers, and the like, and instructions may or may not be included. Inclusion of accessories will be delineated in the Listing.

Auction Process. Samsung may from time to time offer Products for sale through one or more transactions made pursuant to the auction process described in this Section 3 (each an “Auction”). If Buyer wishes to bid on Products in a particular Auction, Buyer will be required to enter a bid amount in such Auction in the manner specified on the Samsung Mobile Auctions Marketplace site. Buyer bid must be (i) in an amount higher than the bid listed as the minimum opening bid and the “current winning bid,” as applicable, (ii) in the bid increments set forth on the bid page and (iii) placed before the scheduled closing time for such Auction (including any additional time added for an Extended Auction), for Buyer’s bid to be eligible for the Auction. If B-Stock determines that Buyer made the winning bid, B-Stock will notify Buyer by email at the email address Buyer

provided when Buyer registered for the Buyer account, as updated by Buyer from time to time by following instructions on the Samsung Mobile Auctions Marketplace site ("Email Notification"). The Email Notification will serve as the Buyer's official proof of purchase and/or official invoice. Neither Samsung nor B-Stock will provide any further invoice or proof of purchase. Buyer must keep its email address current and check Buyer's email to determine whether Buyer is the winning bidder for any Auction in which Buyer participates. Neither Samsung nor B-Stock shall be responsible for the failure of an Email Notification to reach a winning bidder for any reason, including, but not limited to, technical problems or other system error.

**Winning Bids.** If B-Stock determines that Buyer made the winning bid at the end of the Auction for certain Products, Buyer shall promptly purchase such Products pursuant to the terms and instructions set forth in these Terms and in the Email Notification. If Buyer fails to register a Completed Purchase within two (2) business days of when the Email Notification is sent by B-Stock, Buyer shall forfeit any right to purchase such Products and Samsung may ask B-Stock to deactivate Buyer's account and password so Buyer can no longer access the Samsung Mobile Auctions Marketplace site and, at its sole discretion, may choose to (i) contact the next highest bidder in the Auction for such Products and offer to sell such Products to such bidder at such bidder's bid price or (ii) post such Products on the Samsung Mobile Auctions Marketplace site for sale in a new Auction. Penalties for failure to register a Completed Purchase are set forth in Section 5.1 below. In the event that Buyer does not pay for any given Winning Bid, Buyer may be given the chance to pay a cancellation fee, in order to prevent the deactivation of Buyer's account. The cancellation fee amounts are as follows, based upon the number of times that Buyer has failed to pay for any winning bid in the preceding 12-month period:

1st Offense: \$0-\$10,000 Purchase Price: \$100 fee

1st Offense: \$10,001 or greater Purchase Price: \$500 fee

2nd Offense: \$0-\$10,000 Purchase Price: \$500 fee

2nd Offense: \$10,001 or greater Purchase Price: \$1,000 fee

3rd Offense: \$1,000 fee

In the preceding 12 months, if Buyer fails to pay for any winning bids three or more times, then Samsung may restrict access to the Samsung Mobile Auctions Marketplace site or B-stock may cancel Buyer's account without written notice to Buyer.

### **CONDITIONS TO SALE; PAYMENT**

**Purchase Price.** In consideration for Buyer's payment of the purchase price set by the winning bid, any included shipping cost, and any additional fees, for certain Products in an Auction (the "Purchase Price"), Samsung hereby agrees to sell to Buyer such Products for which Buyer has posted

the winning bid pursuant to the Buyer's compliance with the terms set forth in these Terms and the Email Notification. Buyer agreed to pay the Purchase Price for the Products by wire transfer in the full amount of the Purchase Price to the bank account set forth in the payment instructions included in the listing descriptions and winning bid Email Notifications, within two (2) business days after end of Auction. If Buyer fails to pay the Purchase Price, the winning bid shall be deemed canceled and Samsung shall have the right to relist the Auction or sell to the next highest bidder in its sole discretion. Nothing in these Terms shall otherwise obligate Samsung to sell Products to the Buyer. Buyer shall be responsible for all taxes (including but not limited to all excise taxes, sales and use taxes, value-added taxes, or other transaction taxes), shipping costs, duties and any other expenses incurred in connection with the purchase by the Buyer hereunder. Buyer shall indemnify, defend and hold harmless Samsung, its affiliates, and agents (including but not limited to B-Stock) from any and all judgments, fines, costs, interest, penalties, assessments, fees or liabilities of any kind associated with any taxes that may at any time be asserted against Samsung as a result of or relating to the transactions contemplated herein imposed by any governmental entity on, or asserted or attributable to, or payable, whether or not such taxes were correctly or legally imposed or asserted by the relevant governmental authority. Under no circumstances shall Samsung have any obligation to release Products for shipment unless and until Samsung has received payment in full of the Purchase Price for the Products as specified in the Email Notification.

**Canceled Bids and Purchases.** Samsung reserves the right, at its sole discretion, to refuse or cancel any bid or purchase for any reason. In the event that Products are incorrectly listed or Products are listed with incorrect information due to an error in quantity or other product information, Samsung shall have the right, at its sole discretion, to refuse or cancel any purchases placed for such Products. In the event that Samsung chooses to cancel a bid or purchase, B-Stock will notify Buyer by email of such cancellation.

**Payment Terms.** Buyer shall submit the Purchase Price to B-Stock under the payment terms set forth in the Email Notification and on the B-Stock site. Samsung may revise the payment terms from time to time in its sole and absolute discretion upon notice to Buyer; provided, however, that any change to payment terms will not be effective for any then-pending sale, but will only be effective for sales subsequent to such notice. Upon acceptance of the Purchase Price and the fulfillment of any other conditions to the sale, Samsung will sell, assign, transfer and convey to Buyer Samsung's right, title and interest in and to the Products and shall arrange with Buyer for delivery of such Products in the manner set forth in Section 5 below.

## **SHIPMENT AND ACCEPTANCE OF PRODUCTS**

Pickup and Shipment of Products. The Products purchased by Buyer shall be made available to Buyer for pickup at Samsung's or its designated agent's facility, as specified in the Email Notification (the "Inventory Location") at a time mutually agreed to by Buyer and Samsung or its designated agent (the "Pickup Time"). Buyer or its agent must schedule the Pickup Time by contacting Samsung or its designated agent pursuant to the instructions set forth in the Email Notification. Buyer shall be solely responsible for pickup of the Products from the Inventory Location and for all shipping arrangements (including, without limitation, permits, costs and licenses), expenses (including, but not limited to, insurance) and labor. Buyer employees, equipment, and property, and that of Buyer's agents, enter and remain on the Inventory Location entirely at Buyer's risk as to any and all hazards excepting only those found to be caused by Samsung's or its designated agent's sole negligence. While at the Inventory Location, Buyer's employees and agents must comply with all of Samsung's or its designated agent's rules and regulations, as applicable. Samsung or its designated agent shall have the right to require any employee or agent of Buyer who fails to comply with such rules or regulations to leave the Inventory Location immediately and to prohibit future entry unless Buyer provides assurance of such employee's or agent's compliance. Samsung shall have no liability for any delay in shipment or delivery of Products when such delay is due to the failure or refusal of Buyer's employees or agents to comply with the rules or regulations of Samsung or Samsung's designated agent at the Inventory Location.

Buyer shall pick-up all Products from the Inventory Location within three (3) business days of receiving notice from Samsung or its designated agent that the Products are ready for pick-up. If Buyer fails to pick up such Products within this time, Samsung, in its sole discretion, may choose to cancel Buyer's purchase of the Products, list such Products for auction on the Samsung Mobile Auctions Marketplace site and refund to Buyer the Purchase Price Buyer paid to Samsung less (i) a storage charge of \$10 per pallet for each day Samsung or its designate agent held the Products for Buyer after Buyer registered a Completed Purchase and (ii) a restocking fee of twenty percent (20%) of the Purchase Price.

All Products pursuant to these Terms will be packed, packaged, marked, and otherwise prepared for shipment in a manner which is (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate for the particular Products, and (iii) reasonably adequate for the safe transportation of the Products to the named destination address specified by Buyer or a forwarding agent selected by Buyer. Shipment of Products sold hereunder will be F.O.B. Origin. Buyer will be responsible for and will pay all freight, shipment, and insurance charges associated with the shipment of the Products.

Shipment from the Inventory Location must be to a destination address within the Territory.

Title; Risk of Loss. Title to the Products shall remain with Samsung until Buyer or its designated agent takes possession of the Products at the Inventory Location. Buyer expressly acknowledges that risk of loss and liability for the Products shall pass to Buyer upon Buyer's or Buyer's agent's receipt of the Products at the Inventory Location. Buyer expressly acknowledges and agrees that Buyer shall have no right to refuse or return the Products after accepting possession of the Products at the Inventory Location.

Acceptance. Buyer's acceptance of possession of the Products from Samsung pursuant to Section 5.2 shall constitute an unqualified acceptance of the Products and a waiver by Buyer of all claims with respect thereto except as set forth in Section 5.4. All sales are final.

Inspection. Buyer shall have five (5) days from the date of delivery of Products in accordance with Section 5.1 to inspect the shipment for any discrepancies in the quantity delivered and report such discrepancy to B-Stock in writing. Buyer must provide a detailed manifest, labeling each item that is missing, as well as any supporting images or other documentation. Samsung reserves the right to conduct an additional inspection at its own expense. If Samsung agrees that an under delivery has occurred, Samsung will reimburse Buyer for any acknowledged under delivery. Such reimbursement may be in the form of an offset against any payments Buyer may owe to Samsung, at Samsung's discretion. Following such five (5) day inspection period, Buyer shall no longer have the right to claim any reimbursement for under delivery. For the avoidance of doubt, in no event shall Samsung be responsible for any loss, breakage or damage to Products arising after Samsung's delivery of the Products to the carrier.

Sale of Products. Buyer may not distribute or sell the Products, directly or indirectly, outside of the Territory and shall not offer or attempt to do so. Buyer shall not offer to sell, sell, or otherwise transfer or provide Products to any person or entity that Buyer knows or has reason to know intends to sell the Products outside the Territory and shall ensure that its buyers comply with the foregoing restriction.

Export of Products. Products are not sold for export by Samsung. In the event that, despite the terms of Section 5.5 above, If Buyer intends to export Products outside of the Territory (directly or indirectly), Buyer must comply with all applicable laws and satisfy all conditions necessary for the export of such Products. As title to Products passes to Buyer at the Inventory Location, Samsung shall not be listed as the shipper, exporter of record, or USPP (U.S. Principal Party Interest) on any documentation, including any air bill, bill of lading, commercial invoice or AES form and Buyer shall be properly identified as the exporter of record. Buyer is

responsible for compliance with all export laws, including duties, taxes, charges or other fees. The foregoing obligations apply to the sale of all Products, even if the initial destination of such products is within the U.S. Buyer agrees to indemnify Samsung for non-compliance with its obligations set forth in this Section and Section 12, Export Control.

### **CONFIDENTIALITY**

Confidential Information. Each Party acknowledges that by reason of its relationship to the other Party hereunder it will have access to certain information and materials concerning the other Party's business that are confidential and of substantial value to the other Party, which value would be impaired if such information were disclosed to third parties. In particular, the Parties hereto acknowledge that the information regarding the Purchase Price and any particular sale are confidential to Samsung. Each Party will, and will cause its affiliates and employees to, protect and not disclose information that is considered confidential and use this information only to fulfill its obligations under these Terms.

Notwithstanding the foregoing, Buyer understands that Samsung will have access to confidential information pertaining to the Buyer. Buyer may not make any public announcement about these Terms without Samsung's prior written approval and consent. Notwithstanding anything in this Section 6.1 to the contrary, any information (i) already in the public domain through no fault of the receiving party, (ii) independently developed by the recipient without the use of or access to the other Party's confidential information, or (iii) released to the public through no action or inaction by the receiving party, will not be considered confidential information hereunder. The receiving party may disclose the disclosing party's confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure the receiving party shall inform the disclosing party of such order, if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. This Section 6 shall survive each purchase transaction hereunder. Immediately upon the demand of disclosing party, receiving party shall destroy disclosing party's Confidential Information (and any and all permitted copies thereof) and certify such destruction to the disclosing party.

When the Buyer registers on the Samsung Mobile Auctions Marketplace site, B-Stock is collecting the information that the Buyer provides and will protect it in accordance with its privacy policy. Should Buyer bid on and win the Auction on the Samsung Mobile Auctions Marketplace site, then Buyer will become a Samsung customer and B-Stock will share the information required for Samsung to fulfill the Buyer's order. Samsung will protect that information according to the confidentiality terms in Section 6. Therefore, by participating in an Auction on the Samsung Mobile

Auctions Marketplace site, Buyer is agreeing that it may be necessary for Samsung, its subsidiaries and agents, to collect, process, transmit, maintain, share, and use certain of the Buyer information to perform the service and support obligations under the particular Auction and that Buyer is agreeing to both B-Stock's privacy policies and the Samsung confidentiality terms set forth herein. Buyer may receive Auction-related communications from Samsung, its subsidiaries and agents.

#### **BUYER INDEMNITY**

The Buyer shall indemnify, defend, and hold harmless Samsung and B-Stock, their respective affiliated companies, and each of their respective officers, directors, agents, and employees (the "Indemnified Parties") against any claim, liability, loss, damage, cost or expense, including reasonable attorneys' fees, incurred by any Indemnified Party arising from or relating to (i) use of the Samsung Mobile Auctions Marketplace site by Buyer, (ii) any sale, use or handling of the Products, including any recall of the Products, (iii) any infringement or misappropriation of any proprietary right by the Buyer, (iv) the negligence or intentional misconduct of Buyer or the personnel of Buyer, or (v) the Buyer's breach of these Terms.

The indemnity obligation under this Section 7 shall survive each purchase transaction hereunder.

#### **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE PRODUCTS ARE PROVIDED BY SAMSUNG TO BUYER "AS IS". SAMSUNG DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION THE PRODUCTS' CONDITION OR QUALITY OR THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

##### **LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN SECTION 5.4 WITH RESPECT TO DISCREPANCIES IN QUANTITIES DELIVERED, IN NO EVENT SHALL SAMSUNG OR B-STOCK, OR THEIR RESPECTIVE AGENTS, SUPPLIERS OR AFFILIATES BE LIABLE TO BUYER OR ANY THIRD PARTY CLAIMING THROUGH BUYER FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY LOST PROFIT OR OTHER SIMILAR DAMAGES) ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS OR THE USE OR OPERATION OF THE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED IN SECTION 5.4 WITH RESPECT TO DISCREPANCIES IN QUANTITIES DELIVERED, THE

SOLE REMEDY OF THE BUYER FOR ANY CLAIM RELATING TO THE PRODUCTS, INCLUDING NEGLIGENCE, IS TO TERMINATE THESE TERMS.

### **USE OF THE SITE**

B-Stock and Samsung make no warranty as to the accuracy, correctness or completeness of any Promotional Content. Samsung is not responsible for: any errors or omissions arising from the use of any thereof; any failures, delays or interruptions in the delivery of any Promotional Content contained with the Samsung Mobile Auctions Marketplace site; losses or damages arising from the use of the Promotional Content provided by the Samsung Mobile Auctions Marketplace site; any conduct by Buyer in connection with the Samsung Mobile Auctions Marketplace site; or any Promotional Content or products provided through or in conjunction with the Samsung Mobile Auctions Marketplace site. Buyer must comply with the operating rules and policies applicable to the Samsung Mobile Auctions Marketplace site as may be published or provided by B-Stock and/or Samsung in writing (including by posting on the Samsung Mobile Auctions Marketplace site) from time to time.

### **BREACH OF TERMS OF PURCHASE**

If Buyer fails to comply with these Terms in any respect, B-Stock and/or Samsung may immediately terminate the Buyer's access to the Auction hosted by B-Stock, and seek any other remedy available to Samsung or its affiliates.

### **FORCE MAJEURE**

Samsung shall not be liable to the other Party for failure or delay in performance hereunder due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, or supplies, and any other causes which are not within Samsung's reasonable control, whether or not of the kind specifically enumerated above.

### **12. GENERAL TERMS**

Certain Qualifications. Buyer must be a verified business (meaning a holder of a State Tax Certificate) in order to participate in an Auction on the Samsung Mobile Auctions Marketplace site. The Buyer must be located within the fifty U.S. states and the District of Columbia to be eligible to bid on the Products identified to a specific Auction on the Samsung Mobile Auctions Marketplace site.

Cancellation for Impropriety. Samsung reserves the right, at its sole discretion, to decline or cancel Buyer's participation in the Auction, with or without advance notice, for any reason or no reason.

Modifications to Terms. Samsung reserves the right, from time to time, with or without notice to Buyer, to change, substitute, cancel or add to any part of these Terms at any time, including terminating the Auction or modifying these Terms in its sole and absolute discretion. **If we make material changes to these Terms, we will notify you with an in-app message, by email, or by means of a notice on the Samsung Mobile Auctions Marketplace site.** The most current version of these Terms will supersede all previous versions and can be

reviewed by clicking on "Terms of Purchase" located at the bottom of the pages of the Samsung Mobile Auctions Marketplace site. Buyer's use of the Samsung Mobile Auctions Marketplace site or continued purchases after changes are made mean that Buyer agrees to be bound by such changes. No purchase order or other documentation issued by Buyer to B-Stock and/or Samsung will alter these Terms. It is the Buyer's obligation and responsibility to check the Terms for changes prior to participation in each Auction. If Buyer does not agree to any changes made to these Terms, the Buyer's sole remedy shall be to discontinue Buyer's use of the Samsung Mobile Auctions Marketplace site. **You agree to keep your email address and other contact information current at all times.**

**Trademarks.** Buyer is permitted to use trademarks as may be specifically approved by Samsung at Samsung's sole discretion ("Trademarks") in support of the sale of Products under these Terms and to resell the Products, in such a manner as not to jeopardize the validity of the Trademarks or to damage or detract from Samsung's goodwill or interest in the Trademarks. No other use of Trademarks by Buyer is permitted. Buyer shall not use the Trademarks in association with any other trademark so as to create a composite mark of any kind. Buyer agrees that the Trademarks will not be modified in any way and further agrees to promptly modify any advertising or promotional materials that do not comply with Samsung's guidelines. Any complaints regarding the use of any Trademark shall be promptly forwarded to Samsung. Buyer's right to use the Trademarks shall end when these Terms end. Buyer acknowledges that the Trademarks and all goodwill associated therewith are, and shall remain, the sole property of Samsung.

**Governing Law.** These Terms will be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding the principles of conflict of laws thereof that would cause the laws of another jurisdiction to apply. The Parties hereby irrevocably submit to the jurisdiction of the federal and state courts in New York County, New York, and agree that any action, suit or proceeding concerning, related to or arising out of these Terms shall be heard and determined in the federal and state courts in New York County, New York.

**Compliance with Laws.** Buyer agrees to comply, at its own expense, with (i) the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes, including procurement of any required permits or certificates, as well as all non-U.S. laws, applicable to the Buyer in connection with these Terms; and (ii) the Foreign Corrupt Practices Act, and Buyer shall at all times refrain from engaging in any illegal, unfair, unethical or deceptive business practices. In connection with these Terms, Buyer agrees not to make any illegal offer or make, or commit to the making of, a transfer of anything of value (in the form of compensation, a gift, contribution or otherwise) to any employee, representative, person or organization that is in any way connected with Samsung; provided, however, that this restriction shall not prevent reasonable and ordinary business entertainment or gifts of an unsubstantial

value, that is customary in local business relationships and is permitted by applicable law. Buyer agrees to indemnify, defend and hold Samsung harmless from, any loss or damage sustained because of Buyer's noncompliance under this Section.

Convention on Sale of Goods. . Buyer acknowledges and agrees that the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods do not and will not apply to these Terms.

Export Control. Buyer acknowledges that any Products, software or technical information provided under these Terms are subject to U.S. and non-U.S. export laws and regulations and any use or transfer thereof must be made in compliance with such regulations. Buyer agrees not to transfer, directly nor indirectly, any Product, technical data or software furnished under these Terms to any country without first obtaining all required licenses or other governmental approvals and otherwise complying with all applicable export control laws. Buyer agrees to indemnify and hold Samsung harmless from, any loss or damage sustained because of Buyer's noncompliance under this Section.

Entire Agreement; Assignment; Severability. These Terms constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements or statements. If any term or provision of these Terms shall be found to be illegal or unenforceable, such illegal or unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the wording and intention of the Parties expressed herein. Buyer may not assign any rights or delegate any duties arising out of these Terms without the prior written consent of Samsung. Any such attempted assignment and/or delegation shall be void. The section headings in these Terms are included for convenience only and shall not limit or otherwise affect the interpretation of any of the terms or provisions herein.