

Ace Hardware Terms of Purchase

Last Updated: April 29 2022

These Terms of Purchase (the "Agreement") are an ongoing contract between Buyer, as defined below, and Ace Hardware Corporation ("Ace Hardware" or "we") and apply to Buyer's use of Ace Hardware's online marketplace located at (<http://acehardware.bstock.com>) (the "Site"), hosted and configured by B-Stock Solutions, LLC ("B-Stock"), through which Buyer may view, bid upon, and purchase Inventory Products ("Inventory Products") from Ace Hardware in consideration of the mutual promises set forth herein and such other good and valuable consideration. When you register on and subsequently use the Site, B-Stock is collecting the information that you provide and will protect and use it in accordance with its privacy policy. Should you bid on and win Inventory Products on the Site, B-Stock will share the information required for Ace Hardware to fulfill Buyer's order. Therefore, by registering to use this Site, you are agreeing to B-Stock's Terms of Use, this Agreement, and B-Stock' privacy policy.

1. Acceptance and Modification of Terms of Purchase

1.1 Acceptance of Terms. This Agreement is an ongoing contract between you and Ace Hardware, and it applies to Buyer's use the Site, hosted, and configured by BStock, through which Buyer may purchase Inventory Products from Ace Hardware in consideration of the mutual promises set forth herein and such other good and valuable consideration. This Agreement governs Buyer's purchase of Inventory Products from the Site. If Buyer is entering into this Agreement on behalf of a company or other legal entity, Buyer represents that Buyer has the authority to bind such entity to this Agreement. Buyer may not use the Site if Buyer does not have such authority. By checking the "I agree to the Terms of Purchase" box, Buyer accepts and agrees to be bound by this Agreement each time Buyer logs into the Site. If Buyer does not agree to this Agreement, Buyer should not bid on or purchase Inventory Products from the Site. Buyer may preserve this Agreement in written form by printing it for Buyer's records, and Buyer waives any other requirement that this Agreement be evidenced by a written document.

1.2 Modifications to Terms. Ace Hardware reserves the right, from time to time, with or without notice to Buyer, to change this Agreement in its sole and absolute discretion. If we make material changes to this Agreement, BStock will notify Buyer with an in-app message, by email, or by means of a notice on our Site. The most current version of this Agreement will supersede all previous versions and can be reviewed by clicking on "Terms of Purchase" located at the bottom of the pages of the Site. Buyer's continued use of the Site following the posting of changes indicates Buyer's agreement to and acceptance of the changes. We will indicate the date on which this Agreement were last changed at the beginning of this Agreement. No purchase order or other documentation issued by Buyer to Ace Hardware will alter this Agreement unless signed by an authorized Ace Hardware representative. Buyer agrees to keep its email address and other contact information current at all times.

2. Acceptance Definitions

2.1 "Buyer" or "you" shall mean the entity or person that registers or logs into the Site for the purpose of viewing, bidding upon and/or purchasing Inventory Products.

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

2.3 "Extended Listing" shall mean any Listing where the time to bid is extended, one or more times, due to a bid being placed within the final 5 minutes of the Listing. Each extension is for a period of 3 minutes.

2.4 "Listing Data" shall mean the content on the Site associated with particular Inventory Products, including, but not limited to, the description and quantity of the Inventory Products. Ace Hardware shall have the right to modify or correct any Listing Data at any time and such modification shall be binding on any purchase of any Inventory Products made after such modification.

2.5 "Promotional Content" shall mean any and all information, materials, or content provided or otherwise made available to Buyer by Ace Hardware or its agents in any medium in connection with this Agreement, including promotional content and Listings displayed on the Site.

2.6 "Ace Hardware's Premises" shall mean any facility utilized or designated by Ace Hardware to store or distribute any Inventory Products, which may include a facility owned and operated by a third-party.

2.7 "Ace Products" shall mean all "Ace" branded Inventory Products or any product with an "Ace" logo.

3. Listing Process

3.1 **Inventory Products.** Inventory Products consist of customer returns or company stock items, some of which may have been previously shipped or sold. The conditions of the Inventory Products are described in the Listings to the best of Ace Hardware's ability. However, Ace Hardware does not warrant that Listings are accurate, complete, reliable, current, or error-free. The Inventory Products are provided to Buyer "as is, where is" for purchase on the Site. The quantity and/or value of actual Inventory Products in each lot may vary up to five percent (5%) less or greater than the number set forth in the Listing and may include up to five percent (5%) quantity and/or value of more damaged items than designated as "Damaged" in the Listing Data. Accessories such as remote controls, cables and instructions may or may not be included. Some Inventory Products may not be packaged in their original packaging.

3.2 **Listing Process.** Inventory Products will be sold pursuant to the listing process set forth in this Section 3 (the "**Listing**"). If Buyer wishes to bid on Inventory Products, Buyer will be required to enter Buyer's bid amount. In order to be eligible for the Listing, Buyer's 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 Listing (including any additional time added for an Extended Listing). If Buyer's bid is the highest bid at the conclusion of a Listing (the "**Winning Bid**") Buyer will be notified by email (the "**Notification**") at the email address Buyer provided when Buyer registered for Buyer's account (or as subsequently updated by Buyer by following instructions on the Site). The Notification will serve as Buyer's official proof of purchase and/or official invoice. Any additional formal invoice or proof of purchase outside of the original winning notification is not available. It is Buyer's responsibility to keep Buyer's email address current and to timely check Buyer's email to determine if Buyer is the winning bidder for any Listing in which Buyer participated. Ace Hardware is not responsible for the failure of a Notification to reach a winning bidder for any reason, including, but not limited to, technical problems or other system error. All Winning Bids shall be shipped pursuant to Section 5 below.

3.3 **Winning Bids.** If Buyer's bid is deemed the Winning Bid at the end of the Listing for certain Inventory Products, Buyer agrees to promptly purchase such Inventory Products pursuant to the terms and instructions set forth in this Agreement and in the Notification. If Buyer fails to pay Ace Hardware within 2 (two) business days from award of the sale or Buyers fails to schedule delivery within three (3) days of Ace Hardware's designated Carrier's first available delivery date, Buyer will be removed from the online auction site and charged a reinstatement fee. Ace Hardware requires a reinstatement fee to be sent via wire to B-Stock for the Ace Hardware Marketplace prior to entrance to bid on any future online auction. The reinstatement fee structure is as follows:

1st Offense: Bid value of \$0-\$1,000: \$100 fee

1st Offense: Bid value of \$1,000+: 20% of Winning of Bid price

2nd Offense: Bid value of \$0-\$1,000 Purchase Price: \$250 fee

2nd Offense: Bid value of \$1,000+ Purchase Price: 25% fee of Winning Bid price

3rd Offense: Permanently denied from the online auction site

3.4 **Removal and Shipment of Inventory Products.** Buyers shall schedule delivery within 3 days of Ace Hardware's designated Carrier's first available delivery date. Storage fees may apply to orders if the shipping is delayed due to the Buyer's receiving schedule, as follows: (i) a storage charge of \$25.00 per pallet per each of the days Ace Hardware held the Inventory Products for Buyer after Buyer registered a Completed Purchase and (ii) a restocking fee of twenty percent (20%) of the Purchase Price. If Buyer fail to remove such Inventory Products within this time, Ace Hardware, in its sole discretion, may choose to keep such Inventory Products, list such Inventory Products for auction on the Site and consider Buyer's goods abandoned.

3.5 **Deactivation; Cancellation.** Ace Hardware reserves the right, in its sole discretion at any time and for any reason, to deactivate Buyer's Site account, reject any offer to purchase Inventory Products or suspend or cancel any Listing or purchase of Inventory Products, including fulfillment of a purchase after completion of a Listing and payment for the Inventory Products. If Ace Hardware cancels any purchase of Inventory Products after Buyer has submitted payment for such Inventory Products, Ace Hardware will direct B-Stock to issue a refund to the designated payment method that Buyer used to make such payment or other method selected by Ace Hardware or B-Stock.

4. Conditions to Sale; Payment

4.1 **Purchase Price.** In consideration for Buyer's payment of the Winning Bid amount for a Listing, and any applicable shipping costs, taxes, and fees (the "**Purchase Price**"), Ace Hardware hereby agrees to sell to Buyer the Inventory Products for such Listing subject to Buyer's compliance with the terms set forth in this Agreement and the Notification.

Buyer agrees to pay the Purchase Price for the Inventory Products in accordance with the instructions included in the Winning Bid Notification, within 2 business days after end of the Listing. If Buyer fails to register a Completed Purchase, including by failing to pay the Purchase Price, within two (2) business days of when the Notification is sent by Ace Hardware, Buyer shall forfeit any right to purchase such Inventory Products and Ace Hardware may deactivate Buyer's account and password so Buyer can no longer access the Site and, at its sole discretion, may choose to (i) offer to sell such Inventory Products to the next highest bidder at such bidder's bid price or (ii) post such Inventory Products on the Site for sale in a new Listing. Buyer shall be responsible for all taxes, shipping costs and any other expenses incurred in connection with Buyer's purchase hereunder.

4.2 Canceled Bids and Purchases. Ace Hardware reserves the right, at its sole discretion, to refuse or cancel any bid or purchase for any reason. By way of example, but not limitation, Ace Hardware may cancel Buyer's bid or purchase if there are inaccuracies or errors in product or bid information, or problems identified by our credit and fraud avoidance department. While Ace Hardware strives to provide accurate product and bid information, typographical or system errors may occur. In the event that bids for Inventory Products are incorrectly listed or Inventory Products are listed with incorrect information due to an error in quantity or other product information, Ace Hardware shall have the right, at its sole discretion, to refuse or cancel any purchases placed for such Inventory Products. In the event that we must cancel a bid or purchase, we will cancel Buyer's bid or purchase and notify Buyer by email of such cancellation.

4.3 Payment Terms. Buyer shall submit the Purchase Price in accordance with the payment terms set forth in the Notification and on the Site. Ace Hardware 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 all other conditions to the sale, Ace Hardware will sell, assign, transfer and convey to Buyer all of Ace Hardware's right, title, and interests in and to the Inventory Products and shall arrange with Buyer for removal and/or delivery of such Inventory Products in the manner set forth in Section 5 below.

4.4 Resale of Inventory Product. Buyer may, subject to Buyer's compliance with all applicable laws, sell Inventory Product(s) to unrelated third party entities ("Subbuyer"), provided (i) Buyer has first complied with the obligations set forth in this Agreement, including but not limited to Buyer's obligations in Section 4.8, as applicable, and (ii) the Subbuyer has signed a written agreement with Buyer agreeing to be bound by terms and obligations at least as strict as those listed in this Agreement, including the confidentiality obligations, indemnity obligations and disclaimers inuring to the benefit of Ace Hardware. Buyer shall produce, upon request by Ace Hardware, a copy of any Subbuyer contract confirming compliance with this Section.

4.5 No Sales to Ace Hardware Competitors. Notwithstanding the foregoing, neither Buyer nor any Subbuyer may sell Inventory Products to an Ace Hardware Competitor. "**Ace Hardware Competitor**" shall mean any direct competitor of Ace Hardware whose primary business is the retail sale, either online or through a physical location, of hardware or home improvement products, including but not limited to True Value Hardware, Do It Best, Orgill, Orchard Supply, Menards, Home Depot, Lowe's, and Sears Hardware.

4.6 Resale of Inventory Product at Retail (i.e., to the Public). Any resale of Inventory Product at retail by Buyer or any Subbuyer must be: (i) in the secondary closeout market, including thrift stores (small market retail), (ii) solely and exclusively in the United States of America, (iii) by retailers that are not Ace Hardware Competitors, and (iv) subject to the terms of this Agreement. All Inventory Product offered for resale at retail must be represented and marked as pre-owned, out-of-stock, closeout, damaged and/or customer returned (as applicable) pursuant to Section 4.8 below.

4.7 Other Conditions.

4.7.1 Ace Hardware shall not be obligated to complete any sale or deliver any Inventory Products to Buyer unless and until Buyer have submitted an accurate and complete re-sale certificate in a form acceptable to B-Stock.

4.7.2 Buyer warrants and assures Ace Hardware that it will not resell Inventory Products within a five (5) mile radius of any Ace Hardware store.

4.7.3 Buyer warrants that it will not resell Ace Products online.

4.7.4 Buyer shall not export any Inventory Products outside of the United States.

4.8 De-labeling. Prior to reselling any Inventory Products, including Ace Products, Buyer must de-label all Inventory Products. Buyer must mark through or otherwise deface all of the identifying marks, including, but not limited to, logos, serial numbers, UPC numbers, RA numbers, and other identifying marks (including without limitation, tags, labels, price stickers, bar codes, or other carton or packaging markings) from the packaging and Inventory Products so it is readily apparent and obvious that the Inventory Products have been through a salvage process.

4.9 Any breach of Section 4 by Buyer may result in Ace Hardware's termination of Buyer's access to the Site for Inventory Product purchases. Buyer further acknowledges and agrees that such a breach may result in immediate irreparable harm to Ace Hardware for which monetary damages may not be a sufficient remedy. Accordingly, Ace Hardware shall be entitled to equitable relief by way of temporary and permanent injunctions without the need to obtain a bond, in addition to monetary damages, and such other and further relief as any court of competent jurisdiction may deem just and proper. In the event that Ace Hardware uses any remedy afforded by this provision, Ace Hardware shall not be deemed to have waived any other rights or remedies available to it under this Agreement or applicable law.

5. Shipment and Acceptance of Inventory Products

5.1 Removal and Shipment of Inventory Products. Buyer shall only utilize the Binding Shipping option to purchase Inventory Product from Ace Hardware as described in B-Stock's Shipping Policy, which is incorporated into this Agreement by this reference in connection with the shipment of Inventory Products. No other shipping method is authorized under this Agreement. Buyer acknowledges and agrees to be bound by all such shipping terms set forth in the Shipping Policy. In no event will Ace Hardware be liable for loss of or damage to Inventory Products during shipping. Buyer may not pick up the Inventory Products, inspect the Inventory Products or otherwise enter Ace Hardware's premises.

5.2 Title; Risk of Loss. Title to the Inventory Products shall remain with Ace Hardware until the carrier designated to transport the Inventory Products to Buyer receives the Inventory Products. Buyer expressly acknowledges that risk of loss and liability for the Inventory Products shall pass to Buyer upon the designated carrier's receipt of the Inventory Products at the Inventory Location. Buyer expressly acknowledge and agree that Buyer shall have no right to refuse or return the Inventory Products after Carrier accepts possession of the Inventory Products at the Inventory Location.

5.3 Acceptance. Buyer's acceptance of possession of the Inventory Products from Ace Hardware pursuant to Section 5.2 shall constitute an unqualified acceptance of the Inventory Products and a waiver by Buyer of all claims with respect thereto except as set forth in Section 5.4. All sales are final. No returns or refunds are allowed. All Inventory Products purchased at on the Site are sold in "**AS IS, WHERE IS**" condition without warranty of any kind and are not eligible for any warranty coverage.

5.4 Inspection. Buyer shall have five (5) days from the date of delivery of Inventory Products to inspect the shipment for any discrepancies in the quantity/quality delivered and report such discrepancy to Ace Hardware in writing. Buyer must provide a detailed manifest, identifying each item that is missing or damaged, and, if damaged, the exact nature of such damage, as well as any supporting images or other documentation. Ace Hardware reserves the right to conduct an additional inspection at its own expense. If Ace Hardware, acting reasonably and in good faith, agrees that an under delivery and/or damage has occurred greater than 5%, based on the listed retail value of the Listing (or unit count if retail value is not available), claims shall be made according to the Shipping Policy. Ace Hardware will reimburse Buyer in an amount equal to the approved discrepancy. By way of example, if Buyer wins a Listing and pays a Winning Bid of \$1,000, and the shipment is missing an item that is 20% of the value of the Listing, Ace Hardware will issue Buyer a reimbursement in the amount of \$200 (i.e., 20% of the winning bid amount of the Listing). Such reimbursement may be in the form of an offset against any amount Buyer may owe to Ace Hardware or a credit to Buyer's B-Stock account. Following the two (2) day inspection period, Buyer shall no longer have the right to claim any reimbursement for under-delivery/damage.

6. Confidentiality

6.1 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 Ace Hardware. 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 this Agreement. Notwithstanding the foregoing, Buyer understands that B-Stock will have access to confidential information pertaining to Buyer. Buyer may not make any public announcement about this Agreement or purchases hereunder, without Ace Hardware'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.

7. Indemnity

7.1 Buyer shall indemnify, defend, and hold harmless Ace Hardware 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 of the Indemnified Parties arising from or relating to (i) Buyer's use of the Site, (ii) any sale, use or handling of the Inventory Products, including any recall of the Inventory Products, (iii) any infringement or misappropriation of any proprietary right by Buyer, (iv) Buyer's negligence or intentional misconduct, or (v) Buyer's breach of this Agreement.

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

8. Warranty Disclaimer; Limitation of Liability

8.1 EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE INVENTORY PRODUCTS ARE PROVIDED BY ACE HARDWARE TO BUYER "AS IS", "WITH ALL FAULTS", AND "WHERE IS", AND ACE HARDWARE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE INVENTORY PRODUCTS, THE SITE, OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION THE INVENTORY PRODUCTS' CONDITION OR QUALITY AND THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. BUYER ACKNOWLEDGE, BY BUYER'S USE OF THE SITE, THAT BUYER'S USE OF THE SITE IS AT BUYER'S SOLE RISK. ACE HARDWARE AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, OR LOSS OF GOODWILL, CUSTOMERS OR PROFITS, ARISING OUT OF OR RELATED TO THESE TERMS, EVEN IF ACE HARDWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ACE HARDWARE'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EXCEED THE PURCHASE PRICE PAID BY BUYER TO ACE HARDWARE FOR THE INVENTORY PRODUCTS AT ISSUE. ACE HARDWARE SHALL NOT BE HELD LIABLE FOR ANY ERROR IN A LISTING THAT ACE HARDWARE CORRECTS PRIOR TO THE PURCHASE OF THE INVENTORY PRODUCTS TO WHICH THAT LISTING APPLIES. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION AND ANY TERMINATION OF THIS AGREEMENT.

Some states do not allow the exclusion or limitation of incidental, consequential, or special damages, or the exclusion of implied warranties. Therefore, some of the limitations set forth in this Section may not apply to Buyer.

9. Use of the Site

Buyer agrees and acknowledges that Ace Hardware does not make any guaranty of the accuracy, correctness or completeness of any Promotional Content and is not responsible for: (i) any errors or omissions arising from the use of any thereof; (ii) any failures, delays or interruptions in the delivery of any Promotional Content contained with the Site; (iii) losses or damages arising from the use of the Promotional Content provided by the Site; (iv) any conduct by Buyer in connection with the Site; or (v) any Promotional Content or products provided through or in conjunction with the Site. Buyer must comply with the operating rules and policies applicable to the Site as may be published or provided by B-Stock or Ace Hardware in writing (including by posting on the Site) from time to time.

10. Breach of this Agreement

If Buyer fails to comply with any term or condition in this Agreement, Ace Hardware may immediately terminate Buyer's account, deactivate Buyer's password, and seek any other remedy available to Ace Hardware or its affiliates.

11. General Provisions

11.1 This Agreement is governed by the laws of the State of Illinois, without reference to its choice of law rules. Any action or proceeding arising out of, related to, or in any way involving this Agreement and/or Buyer's participation in or involvement with the Site must be brought in the state or federal courts located in DuPage County, Illinois. By conducting business with Ace Hardware, Buyer consent to the exclusive personal jurisdiction of such courts. No waiver of any provision of this Agreement shall constitute a continuing waiver, and no waiver shall be effective unless made in a signed writing. The division of this Agreement into separate sections, subsections and/or exhibits and the insertion of titles or headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

11.2 Any claim under this Agreement must be brought within one (1) year after the cause of action arises (or such shorter period as set forth herein regarding Inventory Products), or such claim or cause of action is barred. Buyer agrees to the admissibility of computer records and electronic evidence in any dispute herein.

11.3 Except as expressly provided herein, this Agreement does not confer any rights or privileges upon any third party.

11.4 If any provision is held to be invalid, then that provision will be modified to the extent necessary to make it enforceable, and any invalidity will not affect the remaining provisions.

11.5 Force Majeure. Ace Hardware 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 Ace Hardware's reasonable control, whether or not of the kind specifically enumerated above.

11.6 Compliance with Laws. Buyer shall at all times comply with all laws applicable to this Agreement, Buyer's performance of its obligations hereunder and Buyer's use or sale of the Inventory Products. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses and permits necessary to conduct its business relating to the purchase or use of the Inventory Products and (b) not engage in any activity or transaction involving the Inventory Products, by way of shipment, use or otherwise, that violates any law.

11.6.1 Buyer is, and has been, in compliance with the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other laws, executive orders, administrative orders, or regulations administered by OFAC or any other Governmental Authority imposing economic sanctions and trade embargoes ("**Economic Sanctions Laws**") against countries ("**Embargoed Countries**") and persons designated in such laws (collectively, "**Embargoed Targets**"). Buyer is not, and has not been, an Embargoed Target or otherwise subject to any Economic Sanctions Law.

11.6.1.1 Buyer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Buyer shall not: (i) directly or indirectly export, reexport, transship or otherwise deliver the Inventory Products or any portion of the Inventory Products to an Embargoed Target; or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

11.6.2 Buyer shall comply with all laws that encourage or require US individuals and companies to refuse to participate in or cooperate with foreign boycotts that are not sanctioned by the US government ("**Antiboycott Laws**") and not take any action that violates the Antiboycott Laws.

11.6.3 Buyer acknowledges that the Inventory Products, including any software, documentation and any related technical data included with, or contained in, such Inventory Products, and any products utilizing any such Inventory Products, software, documentation or technical data (collectively, "**Regulated Goods**") may be subject to US export control laws and regulations, including the Export Administration Regulations promulgated under the Export Administration Act of 1979, and the International Traffic in Arms Regulations administered by the US Department of State. Purchaser shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Goods is prohibited by applicable federal or foreign law. Buyer shall be responsible for any breach of this Section by its, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners/members/shareholders, customers, agents, distributors, resellers, or vendors that are not Buyer or Buyer's representatives. Buyer shall comply with all applicable federal and foreign laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting or releasing any Regulated Goods.

11.6.4 Buyer and its representatives are, and have been, in compliance with the Foreign Corrupt Practices Act of 1977, as amended ("**FCPA**"). Neither Buyer nor any of its representatives has:

11.6.4.1 used any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity or to influence official action;

11.6.4.2 made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds;

11.6.4.3 made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or

11.6.4.4 failed to disclose fully any contribution or payment made by Buyer (or made by any person acting on its behalf of which Buyer is aware) that violates the FCPA.

11.6.4.5 Buyer shall, and shall cause its representatives to, comply with the FCPA, including maintaining and complying with all policies and procedures to ensure compliance with this act.

11.7 This Agreement was last updated on **April 29, 2021**. Please check the Site periodically for changes.