

TERMS AND CONDITIONS

(Liquidation)

1. The following terms and conditions (“T&Cs”) apply to all merchandise (“Merchandise”) sold by QVC, Inc. (“QVC”) to the undersigned purchaser (“Purchaser”). Sales of Merchandise may be negotiated between QVC’s subsidiary, HSNi, LLC, and Purchaser from time to time. All sales will include cost and quantity information of the Merchandise along with payment terms pursuant to a written invoice (“Invoice”). This agreement is limited to the terms stated in the Invoice(s), these T&Cs, and the standards, terms and conditions set forth in the documents located at <https://www.qvcliqliquidation.com> and QVC’s written or electronic instructions to Vendor.
2. Merchandise sold pursuant to these T&Cs is for resale only. Purchaser is responsible for any sales and/or use taxes on Merchandise removed from inventory for business use. ALL SALES ARE FINAL, AND THERE ARE NO REFUNDS, CREDITS, OR EXCHANGES.
3. Purchaser acknowledges that QVC or, in applicable instances, QVC’s licensors, retains the entire right, title, and interest in and to all intellectual property (including, but not limited to, any copyrights, patents, trademarks, trade names, service marks, logos, and trade dress) in connection with the Merchandise (collectively, “QVC Marks”).
4. Purchaser shall not use or exploit the QVC Marks in any manner or media and shall not sell the Merchandise under, or advertise Merchandise in connection with, the QVC Marks. Purchaser further understands that it shall have no right to or interest in (a) the QVC Marks; (b) any other intellectual property owned, used, or claimed now or in the future by QVC, its parents, subsidiaries or affiliates; or (c) any name that includes “QVC” or any registered trade or service mark of any QVC company.
5. All Merchandise is sold “as is” and with all defects. QVC disclaims to the maximum extent permitted by law all representations, warranties, and conditions, whether expressed or implied, including the warranties of merchantability and fitness for a particular purpose, in connection with all Merchandise sold to Purchaser. IN NO EVENT SHALL QVC BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, RELIANCE, FORESEEABLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS OPPORTUNITIES, LOST REVENUES, PROFITS, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND/OR REGARDLESS OF WHETHER SUCH LOSSES WERE REASONABLY FORESEEABLE, ARISING FROM ANY CAUSE INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE, OR ANY OTHER ECONOMIC LOSSES.
6. As a condition to the sale of the Merchandise, Purchaser agrees to (i) to remove or make otherwise permanently illegible any QVC identification marks, including without limitation tags, labels, SKU numbers, and bar codes, from all Merchandise purchased hereunder prior to any resale; (ii) not to resell any Merchandise identifying same as QVC goods or products; (iii) to delete and destroy all QVC customer information, including without limitation sales receipts, addresses, phone numbers and credit card numbers, that may be included with the Merchandise so that such information cannot be practicably read or reconstructed, promptly upon Purchaser’s receipt of the Merchandise and in all events prior to any resale of the Merchandise; (iv) in the event that some of the Merchandise is comprised of computers or other products which capture personal data, or have any user accessible memory, delete and destroy all files and other information contained within the central processing unit so that such information cannot be practicably read or reconstructed, except for the standard software programs or chips originally installed by the manufacturer of the Merchandise promptly upon Purchaser’s receipt of the Merchandise and in all

events prior to any resale of the Merchandise; and (v) in the event that some of the Merchandise is comprised of cellular phones or any other phone products which capture personal data such as phone numbers, or otherwise have any user accessible memory, delete and destroy all such phone numbers, files and other information contained within the processing unit so that such information cannot be practicably read or reconstructed, except for the standard software programs or chips originally installed by the manufacturer of the Merchandise promptly upon Purchaser's receipt of the Merchandise and in all events prior to any resale of the Merchandise. Pursuant to any request therefor by QVC, Purchaser shall timely track, document and verify to QVC the completion of the foregoing deletion and destruction with respect to the applicable Merchandise.

Purchaser shall implement and maintain a deletion and destruction program containing commercially reasonable and appropriate procedures and measures to delete and destroy any and all personal data, user accessible memory, and all QVC customer information, if any, contained, stored or captured in the Merchandise. Such policy shall, at all times, comply with applicable law or other governmental or regulatory directives, regulations, standard and guidelines including, without limitation, the current National Institute of Standards and Technology Special Publication 800-88 Guidelines for Media Sanitization, and the terms of these T&Cs. In no event shall Purchaser reduce or diminish the procedures and measures in effect as of the date of the applicable Invoice that it uses to delete and destroy all personal data, user accessible memory, and QVC customer information contained, stored or captured in the Merchandise. In the event that Purchaser desires to modify the procedures and measures that it uses to delete and destroy all personal data, user accessible memory, and QVC customer information contained, stored or captured in the Merchandise, in a manner that does not constitute a reduction or diminishment of such procedures or measures, then Purchaser shall furnish to QVC reasonable prior written notice thereof. In the event that QVC makes reasonable requests for Purchaser to make a change to its deletion and destruction procedures and measures, Purchaser shall cooperate with such request.

7. Purchaser may not at any time, directly or indirectly, through any subsidiary, affiliate, or other arrangement, sell the Merchandise to any company or person engaged in producing or distributing live or taped television shopping programming in the United States or to anyone affiliated with such company or person. Any sale of the Merchandise to a third party by Purchaser shall be subject to the aforementioned restriction.

8. Purchaser represents and warrants to QVC that (a) Purchaser has all necessary authority and rights to comply with these T&Cs; (b) the performance by Purchaser of its promises and commitments contained in these T&Cs will not conflict with or be prohibited or restricted by any agreements or commitments with third parties, court orders, or violate any applicable laws, or government rules, standards, regulations, and guidelines, including, without limitation, the current National Institute of Standards and Technology Special Publication 800-88 Guidelines for Media Sanitization in Purchaser's performance under these T&Cs.

9. Purchaser will indemnify and hold QVC, its parents, subsidiaries, and affiliates and each of their officers, directors, agents, and employees harmless from and against any and all claims, actions, expenses (including attorneys' fees and costs), liabilities, damages, judgments, and settlements arising from or in connection with (a) Purchaser's performance under these T&Cs; (b) any breach or misrepresentation by Purchaser of any of its covenants, promises, warranties, or representations hereunder; or (c) any act or omission outside the scope of Purchaser's authority under these T&Cs.

10. Purchaser will not disclose any information relating to the terms of these T&Cs to any third party. Purchaser will treat all information furnished by QVC as confidential and will not disclose any such information to any third party or use such information for any purpose other than performing Purchaser's obligations under these T&Cs.

11. These T&Cs will be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. Purchaser may not assign any rights, duties, or responsibilities under these T&Cs without the prior written consent of QVC. Failure by QVC to enforce any rights under these T&Cs shall not be construed as a waiver of such rights nor shall a waiver by QVC of default in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances. No modification or waiver of any of the provisions hereunder will be valid unless made in writing and signed by both parties. Purchaser agrees that in the event it violates any of the provisions hereunder, QVC will be entitled to seek all relief and remedies available at law or in equity, including injunctive relief, specific performance, or temporary restraining orders. These T&Cs, together with the Invoice(s), those terms available at <https://www.qvliquidation.com> and QVC's written or electronic instructions to Vendor, embody the entire understanding and agreement of the parties with respect to the sale of Merchandise, superseding all prior or contemporaneous agreements, whether written or oral. These T&Cs shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles. Any suit brought under or in connection with these T&Cs may be brought only in the courts of the Commonwealth of Pennsylvania for the County of Chester and the federal courts for the Eastern District of Pennsylvania, and QVC and Purchaser consent to the personal jurisdiction and venue of such courts. If any provision of these T&Cs is declared void or otherwise unenforceable, such provision will be deemed to have been severed from the remaining provisions, which will otherwise remain in full force and effect according to their remaining terms.

ACCEPTED AND AGREED:

“Purchaser”

Print your company name: _____

By (signature): _____

Print name of person signing: _____

Title of person signing: _____

Date: _____

PLEASE EMAIL BACK TO greg.crabill@QVC.net