





Date: 09/24/2025		BILL OF LADING		Page 1 / 2	
SHIP FROM			Bill of Lading Number: 3782249297		
Name: LOGITECH INC C/O ARVATO Address: 3540 S. PRESTON HIGHWAY City/State/Zip: SHEPHERDSVILLE, KY, 40165 SID#: SSO# FOB: <input type="checkbox"/>			 Purolator		
SHIP TO			CARRIER NAME: Purolator International / F12		
Name: AMAZON.COM.CA INC Address: YOW3 222 CITIGATE DRIVE City/State/ZIP: OTTAWA, ON K2J 6K7 CID# FOB: <input type="checkbox"/>			Trailer number: T238 Seal number(s): Y28861538 Load number: T238		
THIRD PARTY FREIGHT CHARGES BILL TO:			SCAC: PURQ Shipment no: 6000443958 Conv. #:		
Name: PUROLATOR INTERNATIONAL/F12 Address: 2 JERICHO PLAZA, #204 City/State/Zip: JERICHO, NY 11753			PRO number: 8363852552 		
SPECIAL INSTRUCTIONS: Appointment Required Load ID #			Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> 3 rd Party <input checked="" type="checkbox"/> <input type="checkbox"/> Master Bill of Lading: with attached underlying Bills of Lading		
CUSTOMER ORDER INFORMATION					
See additional page					
GRAND TOTAL		1.478		6.574 LBS	
CARRIER INFORMATION					
See Attached Supplement Page(s)					
13		1478		6574 LBS	
GRAND TOTAL					
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."			COD Amount: \$ _____ Fee Terms: <input type="checkbox"/> Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>		
NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B).					
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. arvato digital services llc is not responsible for any charges above and beyond the rates based on weight or mileage as listed on the tariff agreement between the carrier and arvato digital services llc. Accessorial charges which may include but are not limited to appointment delivery, lift-gate service, beyond delivery, inside delivery fees, etc. must be PRE-AUTHORIZED by calling 1-800-677-6883 and obtaining an authorization number prior to billing.			The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Signature _____ Shipper		
SHIPPER SIGNATURE / DATE This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.		Trailer Loaded Freight Counted <input checked="" type="checkbox"/> By Shipper <input checked="" type="checkbox"/> By Shipper <input type="checkbox"/> By Driver <input type="checkbox"/> By Driver / pallets said to contain <input type="checkbox"/> By Driver / Pieces		CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.	

Date: 09/24/2025

SUPPLEMENT TO THE BILL OF LADING

Bill of Lading Number: 3782249297

PO NUMBER									
CUSTOMER ORDER NUMBER		# PKGS		WEIGHT	Pallet/Slip		ADDITIONAL SHIPPER INFO		
6Q73TJ6S		970		4496 LBS	Y		DN #: 56668727 - 3782249297 09/24/2025 4664 PC		
1KGI AVE X		8		26 LBS	Y		DN #: 56668715 - 3782249297 09/26/2025 500 PC		
6RO3VNXM		199		586 LBS	Y		DN #: 56668788 - 3782249297 09/29/2025 1666 PC		
4HIVKNEK		33		113 LBS	Y		DN #: 56668797 - 3782249297 09/29/2025 154 PC		
64WERYDA		265		1333 LBS	Y		DN #: 56668720 - 3782249297 09/24/2025 1240 PC		
1V9BGVBZ		2		15 LBS	Y		DN #: 56668801 - 3782249297 10/01/2025 12 PC		
44POGRCS		1		6 LBS	Y		DN #: 56668846 - 3782249297 10/03/2025 4 PC		
GRAND TOTAL		1,478		6,574					
CARRIER INFORMATION									
HANDLING UNIT		PACKAGE				COMMODITY DESCRIPTION		LTL ONLY	
QTY	TYPE	QTY	TYPE	WEIGHT	H.M. (X)	Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See section 2(e) of NMFC Item 360.		NMFC#	CLASS
		226	CARTON	955 LBS				116030S7	92.5
4	PALLET	109	CARTON	662 LBS				116030S7	92.5
		11	CARTON	124 LBS		UN3091, Lithium metal batteries contained in equipment Lithium metal Batteries in compliance with section II of PI969. Must be handled with care. Flammability hazard exists if package is damaged. For emergency response, please contact 1-800-535-5053, International 1-352-323-3500. Not regulated by the USDOT per 173.185 (c)		116030S7	92.5
9	PALLET	780	CARTON	3087 LBS		Technology, Computer Hardware		116030S7	92.5
		352	CARTON	1746 LBS		Technology, Computer Hardware		116030S7	92.5
13		1478		6574 LBS		PAGE SUBTOTAL			

Date: 09/24/2025		MASTER BILL OF LADING		Page 1 / 3	
SHIP FROM			Master Bill of Lading Number: 6000443958		
Name: LOGITECH INC C/O ARVATO			 Purolator		
Address: 3540 S. PRESTON HIGHWAY					
City/State/Zip: SHEPHERDSVILLE, KY, 40165					
SID#: SSO#			FOB: <input type="checkbox"/>		
SHIP TO			CARRIER NAME: PUROLATOR LTL		
Name: AMAZON.COM.CA INC			Trailer number: T238		
Address: 109 BRAID ST.			Seal number(s): Y28861538		
City/State/Zip: NEW WESTMINSTER, BC V3L 5H4			Load number: T238		
CID#			SCAC: PURQ Shipment no: 6000443958		
FOB: <input type="checkbox"/>			Conv. #:		
THIRD PARTY FREIGHT CHARGES BILL TO:			PRO number: 8363852537		
Name: PUROLATOR					
Address: 2 JERICHO PLAZA, #204					
City/State/Zip: JERICHO, NY 11753					
SPECIAL INSTRUCTIONS: Appointment Required			Freight Charge Terms: (freight charges are prepaid unless marked otherwise)		
			Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> 3 rd Party <input checked="" type="checkbox"/>		
			<input checked="" type="checkbox"/> Master Bill of Lading: with attached underlying Bills of Lading		
CUSTOMER ORDER INFORMATION					
See additional page					
GRAND TOTAL		4,498	28,481	LBS	
CARRIER INFORMATION					
Hazardous Material - See Attached Supplement Page(s)					
53		4498		28481	
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."			GRAND TOTAL		
COD Amount: \$ _____			Fee Terms: <input type="checkbox"/> Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/>		
			Customer check acceptable: <input type="checkbox"/>		
NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B).					
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations, arvato digital services llc is not responsible for any charges above and beyond the rates based on weight or mileage as listed on the tariff agreement between the carrier and arvato digital services llc. Accessorial charges which may include but are not limited to appointment delivery, lift-gate service, beyond delivery, inside delivery fees, etc. must be PRE-AUTHORIZED by calling 1-800-677-6883 and obtaining an authorization number prior to billing.			The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.		
SHIPPER SIGNATURE / DATE This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.			Trailer Loaded Freight Counted		CARRIER SIGNATURE / PICKUP DATE
			<input type="checkbox"/> By Shipper <input type="checkbox"/> By Shipper		Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.
			<input type="checkbox"/> By Driver <input type="checkbox"/> By Driver / pallets		
			<input type="checkbox"/> said to contain By Driver / Pieces		

Date: 09/24/2025

SUPPLEMENT TO THE BILL OF LADING

Bill of Lading Number: 6000443958

PO NUMBER					
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	Pallet/Slip		ADDITIONAL SHIPPER INFO
4VJYNV2U	435	3664 LBS	Y		DN: 56668789 ORD: 3782249295 1738 PC Dates: 09/24/2025 - 10/31/2025
6GBQJEYP	363	3076 LBS	Y		DN: 56667522 ORD: 3782249296 DN: 56668723 1452 PC Dates: 09/24/2025 - 10/31/2025
314RPT4S	688	5317 LBS	Y		DN: 56668794 ORD: 3782249295 2752 PC Dates: 09/24/2025 - 10/31/2025
177QYNID	437	3680 LBS	Y		DN: 56668732 ORD: 3782249296 1746 PC Dates: 09/24/2025 - 10/31/2025
58K386CW	132	1029 LBS	Y		DN: 56668795 ORD: 3782249296 528 PC Dates: 09/24/2025 - 10/31/2025
8VAUW41X	123	1739 LBS	Y		DN: 56667523 ORD: 3782249295 DN: 56668792 441 PC Dates: 09/24/2025 - 10/31/2025
6Q73TJ6S	970	4717 LBS	Y		DN: 56668727 ORD: 3782249297 4664 PC Dates: 09/24/2025 - 10/31/2025
1KGIAVEX	8	174 LBS	Y		DN: 56668715 ORD: 3782249297 500 PC Dates: 09/24/2025 - 10/31/2025
6RO3VNXM	199	654 LBS	Y		DN: 56668788 ORD: 3782249297 1666 PC Dates: 09/24/2025 - 10/31/2025
4HIVKNEK	33	189 LBS	Y		DN: 56668797 ORD: 3782249297 154 PC Dates: 09/24/2025 - 10/31/2025
1AQTPRXH	798	2211 LBS	Y		DN: 56668730 ORD: 3782249298 3550 PC Dates: 09/24/2025 - 10/31/2025
4QBGZBXE	1	19 LBS	Y		DN: 56668839 ORD: 3782249298 4 PC Dates: 09/24/2025 - 10/31/2025
1SMJFZ1L	1	33 LBS	Y		DN: 56668771 ORD: 3782249295 2 PC Dates: 09/24/2025 - 10/31/2025
6H6PF12F	7	65 LBS	Y		DN: 56668843 ORD: 3782249298 28 PC Dates: 09/24/2025 - 10/31/2025
44E561UR	9	275 LBS	Y		DN: 56668772 ORD: 3782249296 18 PC Dates: 09/24/2025 - 10/31/2025
5LNFGJEC	25	247 LBS	Y		DN: 56668731 ORD: 3782249295 100 PC Dates: 09/24/2025 - 10/31/2025
64WERYDA	265	1367 LBS	Y		DN: 56668720 ORD: 3782249297 1240 PC Dates: 09/24/2025 - 10/31/2025
1V9BGVBZ	2	11 LBS	Y		DN: 56668801 ORD: 3782249297 12 PC Dates: 09/24/2025 - 10/31/2025
1YN2JBKA	1	11 LBS	Y		DN: 56667521 ORD: 3782249295 4 PC Dates: 09/24/2025 - 10/31/2025
44POGRCS	1	3 LBS	Y		DN: 56668846 ORD: 3782249297 4 PC Dates: 09/24/2025 - 10/31/2025

Page 3 of 3

GRAND TOTAL		4,498		28,481				
CARRIER INFORMATION								
HANDLING UNIT		PACKAGE				COMMODITY DESCRIPTION	LTL ONLY	
QTY	TYPE	QTY	TYPE	WEIGHT	H.M. (X)	Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See section 2(e) of NMFC item 360.	NMFC#	CLASS
		254	CARTON	1228 LBS			116030S7	92.5
4	PALLET	109	CARTON	1268 LBS			116030S7	92.5
		11	CARTON	124 LBS		UN3091, Lithium metal batteries contained in equipment Lithium metal Batteries in compliance with section II of PI969. Must be handled with care. Flammability hazard exists if package is damaged. For emergency response, please contact 1-800-535-5053, International 1-352-323-3500. Not regulated by the USDOT per 173.185 (c)	116030S7	92.5
		491	CARTON	2221 LBS		Technology, Computer Hardware	116030S7	92.5
49	PALLET	3633	CARTON	23639 LBS		Technology, Computer Hardware	116030S7	92.5
53		4498		28481 LBS		PAGE SUBTOTAL		



LOGITECH INC.
fre-accounts_receivable@logitech.com
email: AP_Invoices@logitech.com
San Jose CA 95134
United States
Distribution Service Department Tel:
Distribution Service Department Fax:

REMIT TO :

Customer VAT No:
WEEE-Ref.Nr
Logitech Inc.
Bank of America Swift Code- BOFACATT
Account Number- 711448194202
Financial Code- 241 Transit/Branch#-
56792
TORONTO M5V 3L2 Canada
PLEASE REMIT IN CURRENCY CAD
AMAZON.COM.CA, INC
222 Citigate Drive YOW3
Ottawa ON K2J 6K7
Canada

SHIP TO:

Invoice

NUMBER 11226596940	
DATE 24-SEP-25	PAGE 1
PURCHASE ORDER NUMBER 6Q73TJ6S	
PREVIOUS TRANS. NO.	
SALES ORDER NUMBER 25827033	
CUSTOMER NO. 178845	LOCATION NO. 6123433

BILL TO: Attn: Accounts Payable
AMAZON.COM.CA, INC
40 KING STREET WEST 47TH FLOOR
TORONTO M5H 3Y2
Canada

PAYMENTS TERMS NET 45	DUE DATE 08-NOV-25	SHIP DATE 24-SEP-25	SHIP VIA PUROLATOR	INCO TERMS FCA LOGITECH DC	FREIGHT TERMS Prepaid	SHIPPING REFERENCE 0
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LINE NO.	Item Number/Invoice Description	QUANTITY		TAX	UNIT PRICE	EXTENDED AMOUNT
		ORDERED	SHIPPED			
1	940-000117 Wireless Gamepad F710-N/A-2.4GHZ-N/A-AMR-403-REFRESH Customer Item# B0041RR0TW	92	92	N	51.59	4,746.28
2	960-000866 WEBCAM-BCC950 ConferenceCam-N/A-USB-N/A-AMR-403 Customer Item# B0083I7Y8W	40	40	N	296.65	11,866.00
3	981-000507 HEADSET-H340 USB Computer Headset-BLACK-USB-N/A-AMR-403-CAN,PCR60% Customer Item# B008X3JGSI	100	100	N	25.19	2,519.00
4	920-007121 Wireless Touch Keyboard K400 Plus-DARK-FRC-2.4GHZ-N/A-AMR-403-QUEB EC Customer Item# B0176ZFFD8	60	60	N	32.39	1,943.40
5	910-004905 M330 SILENT PLUS Wireless Mouse-BLACK-2.4GHZ-N/A-AMR-403 Customer Item# B01JPOLKDW	916	916	N	19.79	18,127.64
6	910-005235 USB Unifying Receiver-N/A-2.4GHZ-N/A-AMR-403-STANDALONE Customer Item# B072JW9LT8	680	680	N	13.19	8,969.20
7	910-005749 Spotlight(TM) Presentation Remote-BLACK-2.4GHZ/BT-N/A-US-100-AMAZO N Customer Item# B07S5HMQBH	84	84	N	133.49	11,213.16
8	910-006144 G502 X Gaming Mouse-WHITE-USB-N/A-CAN-215-#215 Customer Item# B0943J7HJG	112	112	N	106.79	11,960.48
9	960-001513 WEBCAM-Brio 301 Full HD webcam-BLACK-USB-N/A-CAN-215-AMAZON Customer Item# B09WHRSJ83	24	24	N	80.09	1,922.16

Payment Information			
TAX	Freight	Total	Curr
	0.00		CAD

Ship From: United States

VAT Exempt - Art . 138(1) of EU VAT Directive 2006/112

LOGITECH STANDARD TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS ("THE "TERMS") CONSTITUTE THE COMPLETE AND FINAL ORDER BETWEEN LOGITECH AND BUYER, ALL SALES AND/OR LICENSES OF GOODS OR SERVICES (THE "PRODUCTS") MADE BY LOGITECH TO BUYER ARE MADE PURSUANT TO SUCH TERMS. ANY TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDERS OR ANY OTHER DOCUMENT RECEIVED FROM BUYER ARE OBJECTED TO BY LOGITECH AND SHALL BE OF NO FORCE OR EFFECT AND WILL NOT BECOME PART OF THE ORDER BETWEEN THE PARTIES UNLESS SIGNED BY BOTH PARTIES.

1. Orders. All orders shall be initiated by written orders to Logitech and will not be binding upon Logitech unless and until expressly accepted by Logitech. Logitech shall use reasonable efforts to ship Products ordered by Buyer on acknowledged shipment dates, but will not be liable for late shipment penalties.
2. Shipping and Delivery. All Products shall be packed for shipment in Logitech standard containers and marked for shipment to the address in Buyer's order. All shipments will be FCA Logitech's shipping point, and risk of loss and title shall pass at the time of delivery to the carrier or forwarding agent. All Product sales shall be final except that defective Products may be returned by Buyer per the applicable Logitech Limited Warranty. Rejected Products shall be returned to Logitech, freight prepaid, in accordance with Logitech's then current return policy available from Logitech.
3. Reschedule and Cancellation. All orders require a 60 day lead-time for ex-factory shipments. All orders for Standard product can be rescheduled or cancelled up to 30 days prior to scheduled shipment date. Upon Logitech request, Buyer shall supply Logitech with a monthly rolling 6 month forecast for expected orders. This forecast will be updated every 30 days. Forecast quantities within the applicable lead-times, referred to in section 3, will constitute firm orders.
4. Price, Payment and Taxes. Logitech shall sell the Products at the prices specified on the face of this document. Buyer shall pay Logitech net thirty (30) days from the invoice date, which shall be on or about the date of shipment. Buyer shall pay any costs and expenses including attorney's fees, incurred by Logitech in the collection of such sums owed by Buyer. Prices are exclusive of all installation charges, sales, use, excise or other taxes or duties. If Logitech has any concerns as to the payment history, or ability of the Buyer, it may ship any or all Products only against prior payment, letter of credit or C.O.D. Until the purchase price and all other charges payable to Logitech have been received in full, Logitech shall retain, and Buyer hereby grants to Logitech, a security interest in the Products delivered to Buyer and any proceeds therefrom. Buyer agrees to promptly execute any documents requested by Logitech to document, perfect and/or protect such security.
5. No Right to Manufacture or Copy. The Product is offered for sale and is sold by Logitech subject to the conditions that such sale does not convey any license, expressly or by implication, to manufacture, duplicate or otherwise copy or reproduce any of the Product. Buyer shall inform its customers of and assure compliance with the restrictions contained in this section 5.
6. Export Control. Buyer agrees to comply strictly and fully with all export controls imposed on the Products by any country or organization of nations within whose jurisdiction Buyer operates or does business or to which the Products will ultimately be shipped by Buyer.
7. Reporting. Buyer shall provide the following reports weekly to Logitech, no later than Monday by 6pm Pacific Time: (a) Point of Sale ("POS") reports for sales of all Logitech products to all retail and reseller customers. POS reports must include the following (1) Transaction date, (2) Complete Logitech part #, (3) Logitech product description, (4) Store, outlet, or location identifier, (5) Gross quantity sold, (6) Quantity returned, (7) Customer Name, (8) Customer street address, (9) Customer city, (10) Customer state or province, (11) Customer country, and (12) Customer ZIP or postal code. POS reports must be provided in Excel or Comma Delimited format and emailed to the attention of pos@logitech.com. Logitech can also accept EDI 852 and 867 messages for POS reporting. Failure to submit these reports may result in termination of Buyer's participation in any marketing incentive program then offered by Logitech until such time as Distributor submits the reports on a timely basis. (b) Inventory reports for all on-hand and on-order Logitech products. Inventory reports must include the following: (i) Inventory "as-of" date, (ii) Complete Logitech part #, (iii) Product description, (iv) On hand quantity, (v) On hand unit of measure (each, case, pack, etc), (vi) On hand value at purchase cost, (vii) On PO quantity, (viii) On PO unit of measure (each, case, pack, etc), and (ix) On PO value at purchase cost. Inventory reports must be provided in Excel or Comma Delimited format and emailed to the attention of pos@logitech.com. Logitech can also accept EDI 852 and 846 messages for Inventory reporting. Failure to submit this report may make Buyer ineligible to receive any offered price protection.
8. Audit Rights. Logitech shall have the right to perform, or have an independent auditor perform, an audit of Buyer's business records and/or physical inventory related to Logitech product. Logitech shall pay the cost of the audit, unless the audit reveals that Buyer is materially in non-compliance with these Terms, in which case Logitech may, in addition to any other remedy set forth hereunder, require Buyer to: (a) promptly refund or credit to Logitech all amounts owing to Logitech that were revealed by such audit; and (b) reimburse Logitech for the reasonable costs of the audit (including without limitation attorneys' fees in connection therewith). For purposes of this section, "materially in non-compliance" shall include without limitation a discrepancy of more than five percent (5%) of the amounts that should have been paid to by Buyer to Logitech during the period covered by the audit as indicated by Logitech.
9. Compliance with Logitech Policies. Buyer has received a copy of Logitech's written compliance policies regarding exports and anti-corruption / anti-bribery. Buyer affirms that it understands those policies, and agrees to comply with the same. Buyer agrees to indemnify Logitech, to the fullest extent permitted by law, from and against any fines or penalties that may arise as a result of Buyer's breach of this section 9. This section 9 shall survive termination in perpetuity

10. Limitation of Liability. Buyer agrees that Logitech's liability to Buyer in any way connected with the Products, regardless of the form of action, shall in no event exceed the price paid by Buyer for such Product. Under no circumstances will Logitech be liable for any damages resulting from Logitech's failure to meet any delivery schedule, even if Logitech has been advised of the possibility of such damages. IN NO EVENT WILL LOGITECH BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, OR ANY SPECIAL, INDIRECT DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SALE AND/OR LICENSE OF PRODUCTS OF SERVICES TO BUYER. THIS LIMITATION SHALL APPLY EVEN IF LOGITECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
11. Intellectual Property. Buyer acknowledges that Products obtained by Buyer from Logitech are proprietary to Logitech and its licensors and are subject to the intellectual property rights (including patent, copyright, trade secret and any other intellectual property right) owned by Logitech and its licensors. Buyer agrees not to decompile, disassemble, reverse engineer, create any derivative work or modify in any way, any portion of any such intellectual property in any way. Any references to "purchases" of software Products signify only the purchase of a license to use the software Product in question pursuant to the terms of the applicable Logitech Software License Agreement, a copy which is available to Buyer and which is incorporated herein in its entirety by this reference. Buyer agrees to be bound by all of the terms of such Software License Agreement and agrees that it will acquire no rights with respect to the Products other than the right to use the Products pursuant to the terms of such Software License Agreement. Logitech grants no other licenses, express or implied, to Buyer in the Product.
12. Independent Contractors. The parties are independent contractors with respect to each other, and not agents of each other, and Buyer has no authority to bind Logitech.
13. Product Changes Logitech shall have the right to make substitutions and/or modifications to the Product provided that such substitutions/modifications do not materially affect the Products' performance.
14. No Assignments. Neither party will assign any of its rights or obligations hereunder, whether voluntarily or by operation of law, without the prior written consent of the other Party. Subject to the foregoing, this Order will inure to the benefit of and be binding upon the successors and assigns of the parties.
15. Limited Warranty and Returns. Logitech warrants that all Products (including hardware and software) delivered by Logitech under this Agreement will be free from significant defects in materials or workmanship and will perform substantially in conformance with the applicable Logitech Product Specifications for a period of one (1) year from the date of manufacture by Logitech ("Warranty Period") under normal use and conditions. In the event of any such defect, Buyer may return the Product to Logitech and Logitech may either repair, replace or apply a credit to be used for future purchases equal to the Product's net purchase price. Before returning a defective Product to Logitech Buyer must first request and obtain a Material Authorization Number ("RMA") from Logitech and then return the defective Product freight pre-paid to Logitech. If Logitech repairs or replaces the defective Product it shall return it to Buyer freight pre-paid. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, LOGITECH GRANTS NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
16. Government. In the case of sale to or use of equipment by the U.S. Government, use, duplication or disclosure of any software or related documentation is subject to 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7204-4 (JUNE 1995), or any successor regulations, Buyer shall provide the Product to the U.S. Government End Users pursuant to the terms and conditions herein. Manufacturer/seller is: Logitech, Inc., 7700 Gateway Blvd, Newark, CA, 94560.
17. Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.
18. Amendments. This Order may only be modified in writing signed by both parties or by a Logitech writing received by Buyer prior to the shipment of the Products.
19. Governing Law. This Order shall be governed by and construed in accordance with the laws of the United States and the State of California, without regard to its provisions concerning the applicability of the laws of other jurisdictions. The parties agree that the United Nations Convention of Contracts for International Sale of Goods is specifically excluded from application to this Order. Any suit hereunder shall be brought in the federal or state courts in the districts which include Newark, California, and Buyer hereby agrees and submits to personal jurisdiction and venue.
20. Entire Agreement. These Terms constitute the entire and final agreement between Logitech and Buyer regarding the subject matter hereof and superseded any and all written or oral representations, promises, warranties or agreements between the parties.
21. Composite Wood. The composite wood products contained in finished goods comply with Phase 1 emission standards specified in title 17, California Code of Regulations, section 93120.2(a).



LOGITECH INC.
fre-accounts_receivable@logitech.com
email: AP_Invoices@logitech.com
San Jose CA 95134
United States
Distribution Service Department Tel:
Distribution Service Department Fax:

Invoice

REMIT TO :

Customer VAT No:
WEEE-Ref.Nr
Logitech Inc.
Bank of America Swift Code- BOFACATT
Account Number- 711448194202
Financial Code- 241 Transit/Branch#-
56792
TORONTO M5V 3L2 Canada
PLEASE REMIT IN CURRENCY CAD
AMAZON.COM.CA, INC
222 Citigate Drive YOW3
Ottawa ON K2J 6K7
Canada

SHIP TO:

BILL TO: Attn: Accounts Payable
AMAZON.COM.CA, INC
40 KING STREET WEST 47TH FLOOR
TORONTO M5H 3Y2
Canada

NUMBER 11226596940	
DATE 24-SEP-25	PAGE 3
PURCHASE ORDER NUMBER 6Q73TJ6S	
PREVIOUS TRANS. NO.	
SALES ORDER NUMBER 25827033	
CUSTOMER NO. 178845	LOCATION NO. 6123433

PAYMENTS TERMS NET 45	DUE DATE 08-NOV-25	SHIP DATE 24-SEP-25	SHIP VIA PUROLATOR	INCO TERMS FCA LOGITECH DC	FREIGHT TERMS Prepaid	SHIPPING REFERENCE 0
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LINE NO.	Item Number/Invoice Description	QUANTITY		TAX	UNIT PRICE	EXTENDED AMOUNT
		ORDERED	SHIPPED			
10	960-001514 WEBCAM-Brio 501-BLACK-USB-N/A-CAN-215-US/CA Customer Item# B09WHTMF23	8	8	N	169.09	1,352.72
11	960-001545 WEBCAM-MX Brio 4K Ultra HD Webcam-GRAPHITE-USB-N/A-CAN-215-B2C Customer Item# B0BFJ4CRKD	112	112	N	266.99	29,902.88
12	910-006826 Wireless Mouse M325s-VIVID VIOLET-2.4GHZ-N/A-AMR-403-4PK Customer Item# B0BGS2K547	300	300	N	19.79	5,937.00
13	920-011558 MX Keys S-GRAPHITE-US-BT-N/A-CAN-215 Customer Item# B0BKW3LB2B	604	604	N	149.59	90,352.36
14	920-011477 Slim Multi-Device Wireless Keyboard K585-ROSE-US-2.4GHZ/BT-N/A-CAN-215 Customer Item# B0BL2NDWTX	128	128	N	59.84	7,659.52
15	920-011311 MK470 Slim Combo-ROSE-US-2.4GHZ-N/A-CAN-215 Customer Item# B0BL2RSCG9	48	48	N	59.84	2,872.32
16	910-006926 MX Anywhere 3S-PALE GREY-2.4GHZ/BT-N/A-CAN-215-US+CANADA Customer Item# B0BPY1JM2Q	4	4	N	114.39	457.56
17	910-006925 MX Anywhere 3S-GRAPHITE-2.4GHZ/BT-N/A-CAN-215-US+CANADA Customer Item# B0BPY4ZQXG	516	516	N	114.39	59,025.24
18	920-012469 Signature Slim Combo MK955-GRAPHITE-US-2.4GHZ/BT-N/A-CAN-215-BWN B OX Customer Item# B0C75QFJMP	152	152	N	131.99	20,062.48

Payment Information			
TAX	Freight	Total	Curr
	0.00		CAD

Ship From: United States

VAT Exempt – Art . 138(1) of EU VAT Directive 2006/112

LOGITECH STANDARD TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS ("THE "TERMS") CONSTITUTE THE COMPLETE AND FINAL ORDER BETWEEN LOGITECH AND BUYER, ALL SALES AND/OR LICENSES OF GOODS OR SERVICES (THE "PRODUCTS") MADE BY LOGITECH TO BUYER ARE MADE PURSUANT TO SUCH TERMS. ANY TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDERS OR ANY OTHER DOCUMENT RECEIVED FROM BUYER ARE OBJECTED TO BY LOGITECH AND SHALL BE OF NO FORCE OR EFFECT AND WILL NOT BECOME PART OF THE ORDER BETWEEN THE PARTIES UNLESS SIGNED BY BOTH PARTIES.

1. Orders. All orders shall be initiated by written orders to Logitech and will not be binding upon Logitech unless and until expressly accepted by Logitech. Logitech shall use reasonable efforts to ship Products ordered by Buyer on acknowledged shipment dates, but will not be liable for late shipment penalties.
2. Shipping and Delivery. All Products shall be packed for shipment in Logitech standard containers and marked for shipment to the address in Buyer's order. All shipments will be FCA Logitech's shipping point, and risk of loss and title shall pass at the time of delivery to the carrier or forwarding agent. All Product sales shall be final except that defective Products may be returned by Buyer per the applicable Logitech Limited Warranty. Rejected Products shall be returned to Logitech, freight prepaid, in accordance with Logitech's then current return policy available from Logitech.
3. Reschedule and Cancellation. All orders require a 60 day lead-time for ex-factory shipments. All orders for Standard product can be rescheduled or cancelled up to 30 days prior to scheduled shipment date. Upon Logitech request, Buyer shall supply Logitech with a monthly rolling 6 month forecast for expected orders. This forecast will be updated every 30 days. Forecast quantities within the applicable lead-times, referred to in section 3, will constitute firm orders.
4. Price, Payment and Taxes. Logitech shall sell the Products at the prices specified on the face of this document. Buyer shall pay Logitech net thirty (30) days from the invoice date, which shall be on or about the date of shipment. Buyer shall pay any costs and expenses including attorney's fees, incurred by Logitech in the collection of such sums owed by Buyer. Prices are exclusive of all installation charges, sales, use, excise or other taxes or duties. If Logitech has any concerns as to the payment history, or ability of the Buyer, it may ship any or all Products only against prior payment, letter of credit or C.O.D. Until the purchase price and all other charges payable to Logitech have been received in full, Logitech shall retain, and Buyer hereby grants to Logitech, a security interest in the Products delivered to Buyer and any proceeds therefrom. Buyer agrees to promptly execute any documents requested by Logitech to document, perfect and/or protect such security.
5. No Right to Manufacture or Copy. The Product is offered for sale and is sold by Logitech subject to the conditions that such sale does not convey any license, expressly or by implication, to manufacture, duplicate or otherwise copy or reproduce any of the Product. Buyer shall inform its customers of and assure compliance with the restrictions contained in this section 5.
6. Export Control. Buyer agrees to comply strictly and fully with all export controls imposed on the Products by any country or organization of nations within whose jurisdiction Buyer operates or does business or to which the Products will ultimately be shipped by Buyer.
7. Reporting. Buyer shall provide the following reports weekly to Logitech, no later than Monday by 6pm Pacific Time: (a) Point of Sale ("POS") reports for sales of all Logitech products to all retail and reseller customers. POS reports must include the following (1) Transaction date, (2) Complete Logitech part #, (3) Logitech product description, (4) Store, outlet, or location identifier, (5) Gross quantity sold, (6) Quantity returned, (7) Customer Name, (8) Customer street address, (9) Customer city, (10) Customer state or province, (11) Customer country, and (12) Customer ZIP or postal code. POS reports must be provided in Excel or Comma Delimited format and emailed to the attention of pos@logitech.com. Logitech can also accept EDI 852 and 867 messages for POS reporting. Failure to submit these reports may result in termination of Buyer's participation in any marketing incentive program then offered by Logitech until such time as Distributor submits the reports on a timely basis. (b) Inventory reports for all on-hand and on-order Logitech products. Inventory reports must include the following: (i) Inventory "as-of" date, (ii) Complete Logitech part #, (iii) Product description, (iv) On hand quantity, (v) On hand unit of measure (each, case, pack, etc), (vi) On hand value at purchase cost, (vii) On PO quantity, (viii) On PO unit of measure (each, case, pack, etc), and (ix) On PO value at purchase cost. Inventory reports must be provided in Excel or Comma Delimited format and emailed to the attention of pos@logitech.com. Logitech can also accept EDI 852 and 846 messages for Inventory reporting. Failure to submit this report may make Buyer ineligible to receive any offered price protection.
8. Audit Rights. Logitech shall have the right to perform, or have an independent auditor perform, an audit of Buyer's business records and/or physical inventory related to Logitech product. Logitech shall pay the cost of the audit, unless the audit reveals that Buyer is materially in non-compliance with these Terms, in which case Logitech may, in addition to any other remedy set forth hereunder, require Buyer to: (a) promptly refund or credit to Logitech all amounts owing to Logitech that were revealed by such audit; and (b) reimburse Logitech for the reasonable costs of the audit (including without limitation attorneys' fees in connection therewith). For purposes of this section, "materially in non-compliance" shall include without limitation a discrepancy of more than five percent (5%) of the amounts that should have been paid to by Buyer to Logitech during the period covered by the audit as indicated by Logitech.
9. Compliance with Logitech Policies. Buyer has received a copy of Logitech's written compliance policies regarding exports and anti-corruption / anti-bribery. Buyer affirms that it understands those policies, and agrees to comply with the same. Buyer agrees to indemnify Logitech, to the fullest extent permitted by law, from and against any fines or penalties that may arise as a result of Buyer's breach of this section 9. This section 9 shall survive termination in perpetuity

10. Limitation of Liability. Buyer agrees that Logitech's liability to Buyer in any way connected with the Products, regardless of the form of action, shall in no event exceed the price paid by Buyer for such Product. Under no circumstances will Logitech be liable for any damages resulting from Logitech's failure to meet any delivery schedule, even if Logitech has been advised of the possibility of such damages. IN NO EVENT WILL LOGITECH BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, OR ANY SPECIAL, INDIRECT DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SALE AND/OR LICENSE OF PRODUCTS OF SERVICES TO BUYER. THIS LIMITATION SHALL APPLY EVEN IF LOGITECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
11. Intellectual Property. Buyer acknowledges that Products obtained by Buyer from Logitech are proprietary to Logitech and its licensors and are subject to the intellectual property rights (including patent, copyright, trade secret and any other intellectual property right) owned by Logitech and its licensors. Buyer agrees not to decompile, disassemble, reverse engineer, create any derivative work or modify in any way, any portion of any such intellectual property in any way. Any references to "purchases" of software Products signify only the purchase of a license to use the software Product in question pursuant to the terms of the applicable Logitech Software License Agreement, a copy which is available to Buyer and which is incorporated herein in its entirety by this reference. Buyer agrees to be bound by all of the terms of such Software License Agreement and agrees that it will acquire no rights with respect to the Products other than the right to use the Products pursuant to the terms of such Software License Agreement. Logitech grants no other licenses, express or implied, to Buyer in the Product.
12. Independent Contractors. The parties are independent contractors with respect to each other, and not agents of each other, and Buyer has no authority to bind Logitech.
13. Product Changes Logitech shall have the right to make substitutions and/or modifications to the Product provided that such substitutions/modifications do not materially affect the Products' performance.
14. No Assignments. Neither party will assign any of its rights or obligations hereunder, whether voluntarily or by operation of law, without the prior written consent of the other Party. Subject to the foregoing, this Order will inure to the benefit of and be binding upon the successors and assigns of the parties.
15. Limited Warranty and Returns. Logitech warrants that all Products (including hardware and software) delivered by Logitech under this Agreement will be free from significant defects in materials or workmanship and will perform substantially in conformance with the applicable Logitech Product Specifications for a period of one (1) year from the date of manufacture by Logitech ("Warranty Period") under normal use and conditions. In the event of any such defect, Buyer may return the Product to Logitech and Logitech may either repair, replace or apply a credit to be used for future purchases equal to the Product's net purchase price. Before returning a defective Product to Logitech Buyer must first request and obtain a Material Authorization Number ("RMA") from Logitech and then return the defective Product freight pre-paid to Logitech. If Logitech repairs or replaces the defective Product it shall return it to Buyer freight pre-paid. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, LOGITECH GRANTS NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
16. Government. In the case of sale to or use of equipment by the U.S. Government, use, duplication or disclosure of any software or related documentation is subject to 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7204-4 (JUNE 1995), or any successor regulations, Buyer shall provide the Product to the U.S. Government End Users pursuant to the terms and conditions herein. Manufacturer/seller is: Logitech, Inc., 7700 Gateway Blvd, Newark, CA, 94560.
17. Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.
18. Amendments. This Order may only be modified in writing signed by both parties or by a Logitech writing received by Buyer prior to the shipment of the Products.
19. Governing Law. This Order shall be governed by and construed in accordance with the laws of the United States and the State of California, without regard to its provisions concerning the applicability of the laws of other jurisdictions. The parties agree that the United Nations Convention of Contracts for International Sale of Goods is specifically excluded from application to this Order. Any suit hereunder shall be brought in the federal or state courts in the districts which include Newark, California, and Buyer hereby agrees and submits to personal jurisdiction and venue.
20. Entire Agreement. These Terms constitute the entire and final agreement between Logitech and Buyer regarding the subject matter hereof and superseded any and all written or oral representations, promises, warranties or agreements between the parties.
21. Composite Wood. The composite wood products contained in finished goods comply with Phase 1 emission standards specified in title 17, California Code of Regulations, section 93120.2(a).



LOGITECH INC.
fre-accounts_receivable@logitech.com
email: AP_Invoices@logitech.com
San Jose CA 95134
United States
Distribution Service Department Tel:
Distribution Service Department Fax:

Invoice

REMIT TO :

Customer VAT No:
WEEE-Ref.Nr
Logitech Inc.
Bank of America Swift Code- BOFACATT
Account Number- 711448194202
Financial Code- 241 Transit/Branch#-
56792
TORONTO M5V 3L2 Canada
PLEASE REMIT IN CURRENCY CAD
AMAZON.COM.CA, INC
222 Citigate Drive YOW3
Ottawa ON K2J 6K7
Canada

SHIP TO:

BILL TO: Attn: Accounts Payable
AMAZON.COM.CA, INC
40 KING STREET WEST 47TH FLOOR
TORONTO M5H 3Y2
Canada

NUMBER 11226596940	
DATE 24-SEP-25	PAGE 5
PURCHASE ORDER NUMBER 6Q73TJ6S	
PREVIOUS TRANS. NO.	
SALES ORDER NUMBER 25827033	
CUSTOMER NO. 178845	LOCATION NO. 6123433

PAYMENTS TERMS NET 45	DUE DATE 08-NOV-25	SHIP DATE 24-SEP-25	SHIP VIA PUROLATOR	INCO TERMS FCA LOGITECH DC	FREIGHT TERMS Prepaid	SHIPPING REFERENCE 0
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LINE NO.	Item Number/Invoice Description	QUANTITY		TAX	UNIT PRICE	EXTENDED AMOUNT
		ORDERED	SHIPPED			
19	920-012424 SIGNATURE SLIM WIRELESS KEYBOARD K950-GRAPHITE-US-2.4GHZ/BT-N/A-CA N-215 Customer Item# B0CT4Q7Y2V	72	72	N	105.59	7,602.48
20	920-012592 MX Keys S Combo for Mac-SPACE GREY-US-BT-N/A-CAN-215 Customer Item# B0CVFH3VRX	32	32	N	263.99	8,447.68
21	920-011776 Pebble Keys 2 K380s-TONAL WHITE-US-BT-N/A-CAN-215-UNIVERSAL Customer Item# B0CY2734J2	260	260	N	51.29	13,335.40
22	910-007392 ERGO M575S Wireless Trackball-BLACK+SILVER BALL-BT-N/A-CAN-215 Customer Item# B0D6PZ5DPN	260	260	N	59.84	15,558.40
23	910-007371 PRO X SUPERLIGHT 2 DEX-PINK-2.4GHZ-N/A-CAN-215-#215 Customer Item# B0DB7H44V8	12	12	N	213.59	2,563.08
24	920-013511 MK250-OFF WHITE-US-2.4GHZ/BT-N/A-AMR-403-W HANG TAB Customer Item# B0F376HPFR	48	48	N	28.79	1,381.92

				Payment Information			
				TAX	Freight	Total	Curr
				0.00	0.00	339,778.36	CAD

Ship From: United States

VAT Exempt – Art . 138(1) of EU VAT Directive 2006/112

LOGITECH STANDARD TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS ("THE "TERMS") CONSTITUTE THE COMPLETE AND FINAL ORDER BETWEEN LOGITECH AND BUYER, ALL SALES AND/OR LICENSES OF GOODS OR SERVICES (THE "PRODUCTS") MADE BY LOGITECH TO BUYER ARE MADE PURSUANT TO SUCH TERMS. ANY TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDERS OR ANY OTHER DOCUMENT RECEIVED FROM BUYER ARE OBJECTED TO BY LOGITECH AND SHALL BE OF NO FORCE OR EFFECT AND WILL NOT BECOME PART OF THE ORDER BETWEEN THE PARTIES UNLESS SIGNED BY BOTH PARTIES.

1. Orders. All orders shall be initiated by written orders to Logitech and will not be binding upon Logitech unless and until expressly accepted by Logitech. Logitech shall use reasonable efforts to ship Products ordered by Buyer on acknowledged shipment dates, but will not be liable for late shipment penalties.
2. Shipping and Delivery. All Products shall be packed for shipment in Logitech standard containers and marked for shipment to the address in Buyer's order. All shipments will be FCA Logitech's shipping point, and risk of loss and title shall pass at the time of delivery to the carrier or forwarding agent. All Product sales shall be final except that defective Products may be returned by Buyer per the applicable Logitech Limited Warranty. Rejected Products shall be returned to Logitech, freight prepaid, in accordance with Logitech's then current return policy available from Logitech.
3. Reschedule and Cancellation. All orders require a 60 day lead-time for ex-factory shipments. All orders for Standard product can be rescheduled or cancelled up to 30 days prior to scheduled shipment date. Upon Logitech request, Buyer shall supply Logitech with a monthly rolling 6 month forecast for expected orders. This forecast will be updated every 30 days. Forecast quantities within the applicable lead-times, referred to in section 3, will constitute firm orders.
4. Price, Payment and Taxes. Logitech shall sell the Products at the prices specified on the face of this document. Buyer shall pay Logitech net thirty (30) days from the invoice date, which shall be on or about the date of shipment. Buyer shall pay any costs and expenses including attorney's fees, incurred by Logitech in the collection of such sums owed by Buyer. Prices are exclusive of all installation charges, sales, use, excise or other taxes or duties. If Logitech has any concerns as to the payment history, or ability of the Buyer, it may ship any or all Products only against prior payment, letter of credit or C.O.D. Until the purchase price and all other charges payable to Logitech have been received in full, Logitech shall retain, and Buyer hereby grants to Logitech, a security interest in the Products delivered to Buyer and any proceeds therefrom. Buyer agrees to promptly execute any documents requested by Logitech to document, perfect and/or protect such security.
5. No Right to Manufacture or Copy. The Product is offered for sale and is sold by Logitech subject to the conditions that such sale does not convey any license, expressly or by implication, to manufacture, duplicate or otherwise copy or reproduce any of the Product. Buyer shall inform its customers of and assure compliance with the restrictions contained in this section 5.
6. Export Control. Buyer agrees to comply strictly and fully with all export controls imposed on the Products by any country or organization of nations within whose jurisdiction Buyer operates or does business or to which the Products will ultimately be shipped by Buyer.
7. Reporting. Buyer shall provide the following reports weekly to Logitech, no later than Monday by 6pm Pacific Time: (a) Point of Sale ("POS") reports for sales of all Logitech products to all retail and reseller customers. POS reports must include the following (1) Transaction date, (2) Complete Logitech part #, (3) Logitech product description, (4) Store, outlet, or location identifier, (5) Gross quantity sold, (6) Quantity returned, (7) Customer Name, (8) Customer street address, (9) Customer city, (10) Customer state or province, (11) Customer country, and (12) Customer ZIP or postal code. POS reports must be provided in Excel or Comma Delimited format and emailed to the attention of pos@logitech.com. Logitech can also accept EDI 852 and 867 messages for POS reporting. Failure to submit these reports may result in termination of Buyer's participation in any marketing incentive program then offered by Logitech until such time as Distributor submits the reports on a timely basis. (b) Inventory reports for all on-hand and on-order Logitech products. Inventory reports must include the following: (i) Inventory "as-of" date, (ii) Complete Logitech part #, (iii) Product description, (iv) On hand quantity, (v) On hand unit of measure (each, case, pack, etc), (vi) On hand value at purchase cost, (vii) On PO quantity, (viii) On PO unit of measure (each, case, pack, etc), and (ix) On PO value at purchase cost. Inventory reports must be provided in Excel or Comma Delimited format and emailed to the attention of pos@logitech.com. Logitech can also accept EDI 852 and 846 messages for Inventory reporting. Failure to submit this report may make Buyer ineligible to receive any offered price protection.
8. Audit Rights. Logitech shall have the right to perform, or have an independent auditor perform, an audit of Buyer's business records and/or physical inventory related to Logitech product. Logitech shall pay the cost of the audit, unless the audit reveals that Buyer is materially in non-compliance with these Terms, in which case Logitech may, in addition to any other remedy set forth hereunder, require Buyer to: (a) promptly refund or credit to Logitech all amounts owing to Logitech that were revealed by such audit; and (b) reimburse Logitech for the reasonable costs of the audit (including without limitation attorneys' fees in connection therewith). For purposes of this section, "materially in non-compliance" shall include without limitation a discrepancy of more than five percent (5%) of the amounts that should have been paid to by Buyer to Logitech during the period covered by the audit as indicated by Logitech.
9. Compliance with Logitech Policies. Buyer has received a copy of Logitech's written compliance policies regarding exports and anti-corruption / anti-bribery. Buyer affirms that it understands those policies, and agrees to comply with the same. Buyer agrees to indemnify Logitech, to the fullest extent permitted by law, from and against any fines or penalties that may arise as a result of Buyer's breach of this section 9. This section 9 shall survive termination in perpetuity

10. Limitation of Liability. Buyer agrees that Logitech's liability to Buyer in any way connected with the Products, regardless of the form of action, shall in no event exceed the price paid by Buyer for such Product. Under no circumstances will Logitech be liable for any damages resulting from Logitech's failure to meet any delivery schedule, even if Logitech has been advised of the possibility of such damages. IN NO EVENT WILL LOGITECH BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, OR ANY SPECIAL, INDIRECT DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SALE AND/OR LICENSE OF PRODUCTS OF SERVICES TO BUYER. THIS LIMITATION SHALL APPLY EVEN IF LOGITECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
11. Intellectual Property. Buyer acknowledges that Products obtained by Buyer from Logitech are proprietary to Logitech and its licensors and are subject to the intellectual property rights (including patent, copyright, trade secret and any other intellectual property right) owned by Logitech and its licensors. Buyer agrees not to decompile, disassemble, reverse engineer, create any derivative work or modify in any way, any portion of any such intellectual property in any way. Any references to "purchases" of software Products signify only the purchase of a license to use the software Product in question pursuant to the terms of the applicable Logitech Software License Agreement, a copy which is available to Buyer and which is incorporated herein in its entirety by this reference. Buyer agrees to be bound by all of the terms of such Software License Agreement and agrees that it will acquire no rights with respect to the Products other than the right to use the Products pursuant to the terms of such Software License Agreement. Logitech grants no other licenses, express or implied, to Buyer in the Product.
12. Independent Contractors. The parties are independent contractors with respect to each other, and not agents of each other, and Buyer has no authority to bind Logitech.
13. Product Changes Logitech shall have the right to make substitutions and/or modifications to the Product provided that such substitutions/modifications do not materially affect the Products' performance.
14. No Assignments. Neither party will assign any of its rights or obligations hereunder, whether voluntarily or by operation of law, without the prior written consent of the other Party. Subject to the foregoing, this Order will inure to the benefit of and be binding upon the successors and assigns of the parties.
15. Limited Warranty and Returns. Logitech warrants that all Products (including hardware and software) delivered by Logitech under this Agreement will be free from significant defects in materials or workmanship and will perform substantially in conformance with the applicable Logitech Product Specifications for a period of one (1) year from the date of manufacture by Logitech ("Warranty Period") under normal use and conditions. In the event of any such defect, Buyer may return the Product to Logitech and Logitech may either repair, replace or apply a credit to be used for future purchases equal to the Product's net purchase price. Before returning a defective Product to Logitech Buyer must first request and obtain a Material Authorization Number ("RMA") from Logitech and then return the defective Product freight pre-paid to Logitech. If Logitech repairs or replaces the defective Product it shall return it to Buyer freight pre-paid. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, LOGITECH GRANTS NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
16. Government. In the case of sale to or use of equipment by the U.S. Government, use, duplication or disclosure of any software or related documentation is subject to 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7204-4 (JUNE 1995), or any successor regulations, Buyer shall provide the Product to the U.S. Government End Users pursuant to the terms and conditions herein. Manufacturer/seller is: Logitech, Inc., 7700 Gateway Blvd, Newark, CA, 94560.
17. Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.
18. Amendments. This Order may only be modified in writing signed by both parties or by a Logitech writing received by Buyer prior to the shipment of the Products.
19. Governing Law. This Order shall be governed by and construed in accordance with the laws of the United States and the State of California, without regard to its provisions concerning the applicability of the laws of other jurisdictions. The parties agree that the United Nations Convention of Contracts for International Sale of Goods is specifically excluded from application to this Order. Any suit hereunder shall be brought in the federal or state courts in the districts which include Newark, California, and Buyer hereby agrees and submits to personal jurisdiction and venue.
20. Entire Agreement. These Terms constitute the entire and final agreement between Logitech and Buyer regarding the subject matter hereof and superseded any and all written or oral representations, promises, warranties or agreements between the parties.
21. Composite Wood. The composite wood products contained in finished goods comply with Phase 1 emission standards specified in title 17, California Code of Regulations, section 93120.2(a).