Date: 08/27/2025

BILL OF LADING

SHIP FROM

Name: LOGITECH INC C/O ARVATO
Address: 3540 S. PRESTON HIGHWAY
City/State/Zip: SHEPHERDSVILLE, KY, 40165
SID#: SSO# FOB: ☐

Bill of Lading Number: 3781448961

Fusion 3Day

SHIP TO

Name: WAL-MART
Address: WAL-MART DC6036G-GENERAL
14863 FM 645 UNIT A
City/State/ZIP: PALESTINE, TX 75801
CID# FOB: ☐

CARRIER NAME: Fusion Transport
Trailer number: 3122
Seal number(s): 0085-0900
Load number: 3122

SCAC: GLBL **Shipment no:** 6000424885
Conv. #:
PRO number: 1067491

THIRD PARTY FREIGHT CHARGES BILL TO:

Name: FUSION TRANSPORT
Address: HARRISTOWN RD
City/State/Zip: GLEN ROCK, NJ 07452

SPECIAL INSTRUCTIONS:

Appointment Required

Load ID #

Freight Charge Terms: ***(freight charges are prepaid unless marked otherwise)***
Prepaid ___ Collect ____ 3rd Party _X_
☐ Master Bill of Lading: with attached underlying Bills of Lading

CUSTOMER ORDER INFORMATION

PO NUMBER	# PKGS	WEIGHT	Pallet/Slip		ADDITIONAL SHIPPER INFO
2032671337	13	124 LBS	Y		DN #: 56472126 - 3781448961 09/05/2025 43 PC
8982486774	89	385 LBS	Y		DN #: 56472050 - 3781448961 09/05/2025 348 PC
1882851670	2	8 LBS	Y		DN #: 56472159 - 3781448961 09/04/2025 24 PC
GRAND TOTAL	104	517 LBS			

CARRIER INFORMATION

See Attached Supplement Page(s)

3		104		517 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:☐ **Collect:**☐ **Prepaid:**☐
Customer check acceptable:☐

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

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
☒ **By Shipper**
☐ **By Driver**

Freight Counted
☒ **By Shipper**
☐ **By Driver / pallets said to contain**
☐ **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: 08/27/2025

SUPPLEMENT TO THE BILL OF LADING

Bill of Lading Number: 3781448961

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
		5	CARTON	21 LBS			116030S7	92.5
1	PALLET	1	CARTON	48 LBS			116030S7	92.5
2	PALLET	19	CARTON	122 LBS		Technology, Computer Hardware	116030S7	92.5
		79	CARTON	326 LBS		Technology, Computer Hardware	116030S7	92.5
3		104		517 LBS		PAGE SUBTOTAL		

Signature proof of delivery*

Sender information

Order number:	
Trackingnumber:	00184351003190956179
Carrier Details:	Fusion Transport
	Harristown Road
	US 07452 Glen Rock
Carrier Service:	Fusion
Delivery Date:	2025-09-05 01:22:00 CET
Sender Details:	Arvato Digital Services LLC
	3524 Preston Hwy
	US 40165 Shepherdsville
Consignee Details:	WAL-MART
	14863 FM 645 UNIT A
	US 75801 PALESTINE

*Please note that only the sender information (first page) are gathered by Arvato. The carrier information (following page(s)) are shown as they are provided by the carrier.

Invoice

Please remit to:
FUSION TRANSPORT LLC
PO BOX 24498
NEW YORK NY 10087-4498

INVOICE

Invoice Number:	CIN493775
Invoice Date:	09/12/2025
Actual Weight:	517.00
Actual Miles:	843.
Ship Date:	08/27/2025
Delivery Date:	09/04/2025
Pallets:	3.0

Bill To: BERMAN BLAKE ASSOCIATES c/o AFS GLOBAL FREIGHT MANAGEMENT LLC
PO BOX 9202
OLD BETHPAGE, NY 11804

SHIPPER

LOGITECH c/o ARVATO SHEPHERDSVILLE
3540 S PRESTON HIGHWAY
SHEPHERDSVILLE, KY 40165
Contact: P: F:

CONSIGNEE

WAL-MART
14863 FM 645 UNIT A, WAL-MART DC6036G-GENERAL
PALESTINE, TX 75801
Contact: P: F:

References

BOL: 3781448961
EDI Pro Reference: 1067491
PO Number: 1882851670
PO Number: 2032671337
PO Number: 8982486774
SID: 3781448961

Qty	Type	HM	Item Description	Weight	Class	NMFC
104.0	Cases		LOGITECH ELECTRONICS	517.00	150.0	

COMMENTS

Description	Quantity	Rate	Amount
Total Line Haul		315.00	$315.00
Fuel Surcharge	315.0	18.60	$58.59
		Amount Due:	$373.59

Payment Terms Net 30 Days from Invoice Date

Date: 08/27/2025

BILL OF LADING

SHIP FROM

Name: LOGITECH INC C/O ARVATO
Address: 3540 S. PRESTON HIGHWAY
City/State/Zip: SHEPHERDSVILLE, KY, 40165
SID#: SSO# FOB: ☐

Bill of Lading Number: 3781448961

Fusion 3Day

SHIP TO

Name: WAL-MART
Address: WAL-MART DC6036G-GENERAL
14863 FM 645 UNIT A
City/State/ZIP: PALESTINE, TX 75801
CID# FOB: ☐

CARRIER NAME: Fusion Transport
Trailer number: 3122
Seal number(s): 0085-0900
Load number: 3122

SCAC: GLBL Shipment no: 6000424885
Conv. #:
PRO number: 1067491

THIRD PARTY FREIGHT CHARGES BILL TO:

Name: FUSION TRANSPORT
Address: HARRISTOWN RD
City/State/Zip: GLEN ROCK, NJ 07452

SPECIAL INSTRUCTIONS:

Appointment Required

Load ID #

Freight Charge Terms: *(freight charges are prepaid unless marked otherwise)*
Prepaid ___ Collect ___ 3rd Party _X_
☐ Master Bill of Lading: with attached underlying Bills of Lading

CUSTOMER ORDER INFORMATION

PO NUMBER	# PKGS	WEIGHT	Pallet/Slip		ADDITIONAL SHIPPER INFO
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GRAND TOTAL	104	517 LBS			

CARRIER INFORMATION

See Attached Supplement Page(s)

DC 6036 DATE: 9/4/25
PO# Multi
FREIGHT BILL RECEIVED IN FULL ☐
TRLR# 381 O
TOT CS REC 24 S 80
TOT PLTS D
TOTAL CASES REJECTED R
REASON
REC#
REC'D BY: ABarnett
DRV HELPED UNLOAD: Y N X

PULL & FAX REQUIRED
Walmart
F: 201-331-0038
E: pods@fusiontransport.com

3		104		517 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: ☐ Collect: ☐ Prepaid: ☐
Customer check acceptable: ☐

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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

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.
Ch. Rey 8/27/25

Trailer Loaded
☒ By Shipper
☐ By Driver

Freight Counted
☒ By Shipper
☐ By Driver / pallets said to contain
☐ 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.*
8-27-25

Date: 08/27/2025

SUPPLEMENT TO THE BILL OF LADING

Bill of Lading Number: 3781448961

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
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3		104		517 LBS		PAGE SUBTOTAL		

DC 6036 DATE: 9/4/25
PO# 1882851670
FREIGHT BILL RECEIVED IN FULL ☐
TRLR# 381 O
TOT CS REC Ø S 2
TOT PLTS D
TOTAL CASES REJECTED R
REASON
REC#
REC'D BY: ABarnett
DRV HELPED UNLOAD: Y N Y

DC 6036 DATE: 9/4/25
PO# 2032671337
FREIGHT BILL RECEIVED IN FULL ☐
TRLR# 381 O
TOT CS REC 3 S 10
TOT PLTS D
TOTAL CASES REJECTED R
REASON
REC#
REC'D BY: ABarnett
DRV HELPED UNLOAD: Y N Y

DC 6036 DATE: 9/4/25
PO# 8982486774
FREIGHT BILL RECEIVED IN FULL ☐
TRLR# 381 O
TOT CS REC 21 S 76
TOT PLTS D
TOTAL CASES REJECTED R
REASON
REC#
REC'D BY: ABarnett
DRV HELPED UNLOAD: Y N Y

Date: 08/27/2025

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SHIP FROM

Name: LOGITECH INC C/O ARVATO
Address: 3540 S. PRESTON HIGHWAY
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SID#: SSO# FOB: ☐

Bill of Lading Number: 3781448961

Fusion 3Day

SHIP TO

Name: WAL-MART
Address: WAL-MART DC6036G-GENERAL
14863 FM 645 UNIT A
City/State/ZIP: PALESTINE, TX 75801
CID# FOB: ☐

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Ch-Rey 8/27/25

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☒ By Shipper
☐ By Driver

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☒ By Shipper
☐ By Driver / pallets said to contain
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		79	CARTON	326 LBS		Technology, Computer Hardware	116030S7	92.5
3		104		517 LBS		PAGE SUBTOTAL		

Invoice

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:

Customer VAT No:
WEEE-Ref.Nr

REMIT TO : Logitech Inc.
Bank of America N.A. Swift Code-
BOFAUS3N Account Number- 5800393729
Wire ABA#- 026009593 ACH ABA#- 071000039
CHICAGO IL 60693
United States
PLEASE REMIT IN CURRENCY USD

BILL TO: Attn: Accounts Payable
WAL-MART
ACCOUNTS PAYABLE- 1301 SE 10TH STREET M/S #0655
BENTONVILLE AR 72716-0655
United States

SHIP TO: WAL-MART
14863 FM 645 UNIT A
WAL-MART DC6036G-GENERAL
PALESTINE TX 75801
United States

NUMBER	11226546579
DATE	27-AUG-25
PAGE	1
PURCHASE ORDER NUMBER	2032671337
PREVIOUS TRANS. NO.	
SALES ORDER NUMBER	25761255
CUSTOMER NO.	1194
LOCATION NO.	BENTONVILLE

PAYMENTS TERMS	DUE DATE	SHIP DATE	SHIP VIA	INCO TERMS	FREIGHT TERMS	SHIPPING REFERENCE
NET 60	26-OCT-25	27-AUG-25	FUSION TRANSPORT	FOB DISTRIBUTION CENTER	Prepaid	0

LINE NO.	Item Number/Invoice Description	QUANTITY ORDERED	QUANTITY SHIPPED	TAX	UNIT PRICE	EXTENDED AMOUNT
1	939-001882 A20 Wireless Headset Gen 2 - XB-GREEN-2.4GHZ-N/A-AMR-403-A20 GEN 2 XB Customer Item# 582588497	4	4	N	93.14	372.56
2	939-002045 A10-SALVAGE / BLACK / XB-3.5 MM-N/A-AMR-403 Customer Item# 599567364	8	8	N	45.61	364.88
3	939-002055 A10-BLACK-3.5 MM-N/A-AMR-403-A10 STAR KILLER BASE Customer Item# 599567365	12	12	N	45.61	547.32
4	939-002062 A10-WHITE-3.5 MM-N/A-AMR-403-A10 STAR KILLER BASE Customer Item# 599567366	4	4	N	45.61	182.44
5	939-002050 A10-WHITE-3.5 MM-N/A-AMR-403-A10 STAR KILLER BASE Customer Item# 651354747	12	12	N	45.61	547.32
6	991-000530 G920 SE Driving Force-BLACK-USB-PLUGA-WWi-9006-WHEEL Customer Item# 672673694	3	3	N	230.30	690.90

Payment Information

TAX	Freight	Total	Curr
0.00	0.00	2,705.42	USD

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 detective 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/ORD 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).