




Date: 07/14/2025		BILL OF LADING		Page 1 / 2	
SHIP FROM			Bill of Lading Number: 3780106428		
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 International / F12		
Name: AMAZON.COM.CA INC			Trailer number: T258		
Address: YVR4			Seal number(s): Y28861968		
City/State/Zip: 4189 SALISH SEA WAY			Load number: T258		
TSAWWASSEN, BC V4M 0B9			SCAC: PURQ Shipment no: 6000402638		
CID# FOB: <input type="checkbox"/>			Conv. #:		
THIRD PARTY FREIGHT CHARGES BILL TO:			PRO number: 8363847412		
Name: PUROLATOR					
Address: INTERNATIONAL/F12					
2 JERICHO PLAZA, #204					
City/State/Zip: JERICHO, NY 11753					
SPECIAL INSTRUCTIONS:			Freight Charge Terms: (freight charges are prepaid unless marked otherwise)		
Appointment Required			Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> 3 <sup>rd</sup> Party <input checked="" type="checkbox"/>		
Load ID #			<input type="checkbox"/> Master Bill of Lading: with attached underlying Bills of Lading		
CUSTOMER ORDER INFORMATION					
See additional page					
GRAND TOTAL		507	1,346 LBS		
CARRIER INFORMATION					
See Attached Supplement Page(s)					
4	507	1346 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: 07/14/2025


## SUPPLEMENT TO THE BILL OF LADING

Bill of Lading Number: 3780106428


PO NUMBER									
CUSTOMER ORDER NUMBER		# PKGS		WEIGHT	Pallet/Slip		ADDITIONAL SHIPPER INFO		
2ELJ9MHV		354		911 LBS	Y		DN #: 56203776 - 3780106428 07/14/2025 1568 PC		
6J5WC3QG		94		278 LBS	Y		DN #: 56203808 - 3780106428 07/14/2025 DN #: 56213156 - 3780106428 07/14/2025 554 PC		
24PD17XK		3		12 LBS	Y		DN #: 56203845 - 3780106428 07/15/2025 88 PC		
41PIKB1R		2		1 LBS	Y		DN #: 56177016 - 3780106428 07/08/2025 DN #: 56182920 - 3780106428 07/08/2025 8 PC		
8UB1JD7B		4		2 LBS	Y		DN #: 56176981 - 3780106428 07/08/2025 24 PC		
4PTVXQFV		50		143 LBS	Y		DN #: 56203774 - 3780106428 07/15/2025 200 PC		
GRAND TOTAL		507		1,346					
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
		112	CARTON	258 LBS				116030S7	92.5
		1	CARTON	0 LBS				116030S7	92.5
1	PALLET	1	CARTON	0 LBS				116030S7	92.5
		2	CARTON	12 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
		164	CARTON	426 LBS		Technology, Computer Hardware		116030S7	92.5
3	PALLET	227	CARTON	649 LBS		Technology, Computer Hardware		116030S7	92.5
4		507		1346 LBS		PAGE SUBTOTAL			

Date: 07/14/2025		Cartage Manifest		Page 1 / 4	
Shipper: LOGITECH INC C/O ARVATO 3540 S. Preston Highway Shepherdsville, KY, 40165					
Shipment # 6000402638		SCAC: PURQ Carrier: PUROLATOR LTL Trailer number: T258 Seal number: Y28861968 Conveyance number:			
					
BOL / PRO	SHIP TO ADDRESS	PALLETS	CARTONS	WEIGHT IN LB	
BOL#: 3780106428 PRO#: 8363847412 Purolator	AMAZON.COM.CA INC YVR4 4189 Salish Sea Way TSAWWASSEN BC V4M 0B9 CANADA	4	507	1,346	
BOL#: 3780106429 PRO#: 8363847420 Purolator	AMAZON.COM.CA INC YVR2 450 DERWENT PL DELTA BC V3M 5Y9 CANADA	2	20	238	
BOL#: 3780106431 PRO#: 8363847644 Purolator	AMAZON.COM.CA INC YOW3 222 Citigate Drive OTTAWA ON K2J 6K7 CANADA	4	447	1,757	


continued...

Date: 07/14/2025		Cartage Manifest		Page 2 / 4	
Shipper: LOGITECH INC C/O ARVATO 3540 S. Preston Highway Shepherdsville, KY, 40165					
Shipment # 6000402638		SCAC: PURQ Carrier: PUROLATOR LTL Trailer number: T258 Seal number: Y28861968 Conveyance number:			
					
BOL / PRO	SHIP TO ADDRESS	PALLETS	CARTONS	WEIGHT IN LB	
BOL#: 3780106432 PRO#: 8363847651 Purolator	AMAZON.COM.CA INC YYZ4 8050 HERITAGE RD BRAMPTON ON L6Y 0C9 CANADA	5	388	1,741	
BOL#: 3780106433 PRO#: 8363847669 Purolator	AMAZON.COM.CA INC YYZ9 6351 Steeles Ave SCARBOROUGH ON M1X 1N5 CANADA		0	2,764	
BOL#: 3780106434 PRO#: 8363847677 Purolator	AMAZON.COM.CA INC YEG1 1440 39 AVE NISKU AB T9E 0B4 CANADA		0	562	

continued...

Date: 07/14/2025		Cartage Manifest		Page 3 / 4	
Shipper: LOGITECH INC C/O ARVATO 3540 S. Preston Highway Shepherdsville, KY, 40165					
Shipment # 6000402638		SCAC: PURQ Carrier: PUROLATOR LTL Trailer number: T258 Seal number: Y28861968 Conveyance number:			
					
BOL / PRO	SHIP TO ADDRESS	PALLETS	CARTONS	WEIGHT IN LB	
BOL#: 3780106436 PRO#: 8363847693 Purolator	AMAZON.COM.CA INC 109 BRAID ST. YVR3 NEW WESTMINSTER BC V3L 5H4 CANADA	2	31	474	
BOL#: 3780168580 PRO#: 8363847529 Purolator	TD SYNnex CANADA ULC CAD ACCOUNT 107 WOODLAWN ROAD WEST GUELPH ON N1H 1B4 CANADA	2	25	137	
BOL#: 3780168581 PRO#: 8363847735 Purolator	INGRAM MICRO CANADA CAD ACCOUNT DC#40 88 FOSTER CRESCENT MISSISSAUGA ON L5R 4A2 CANADA	2	102	958	

continued...

<b>Date: 07/14/2025</b>		<b>Cartage Manifest</b>		<b>Page 4 / 4</b>	
Shipper: LOGITECH INC C/O ARVATO 3540 S. Preston Highway Shepherdsville, KY, 40165					
Shipment # <b>6000402638</b> 		SCAC: PURQ Carrier: PUROLATOR LTL Trailer number: T258 Seal number: Y28861968 Conveyance number:			
<b>BOL / PRO</b>	<b>SHIP TO ADDRESS</b>	<b>PALLETS</b>	<b>CARTONS</b>	<b>WEIGHT IN LB</b>	
BOL#: 3780168653 PRO#: 8363847743 Purolator	TD SYNEX CANADA ULC DROPSHIP FSBBY BBY WEST WAREHOUSE 19890-92A AVENUE LANGLEY BC V1M 3A9 CANADA		0	143	
BOL#: 3780168654 PRO#: 8363847750 Purolator	TD SYNEX CANADA ULC DROPSHIP FSBBY FS EAST WAREHOUSE 9200 AIRPORT ROAD BRAMPTON ON L6S 6G6 CANADA		0	343	
<b>TOTALS:</b>		<b>BOLs: 11</b>	<b>21</b>	<b>1,520</b>	<b>10,463</b>

<b>SHIPPERS SIGNATURE</b>	<b>DATE</b>	<b>CARRIER SIGNATURE</b>	<b>PICKUP DATE</b>
_____	_____	_____	_____



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  
4189 Salish Sea Way YVR4  
Tsawwassen BC V4M 0B9  
Canada

SHIP TO:

## Invoice

NUMBER 11226476461	
DATE 14-JUL-25	PAGE 1
PURCHASE ORDER NUMBER 6J5WC3QG	
PREVIOUS TRANS. NO.	
SALES ORDER NUMBER 25625499	
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 28-AUG-25	SHIP DATE 14-JUL-25	SHIP VIA PUROLATOR	INCO TERMS FCA LOGITECH DC	FREIGHT TERMS Prepaid	SHIPPING REFERENCE 0
--------------------------	-----------------------	------------------------	-----------------------	-------------------------------	--------------------------	-------------------------

LINE NO.	Item Number/Invoice Description	QUANTITY		TAX	UNIT PRICE	EXTENDED AMOUNT
		ORDERED	SHIPPED			
1	981-000014 HEADSET-H390 USB Computer Headset-N/A-USB-N/A-AMR-403-COMFORT Customer Item# B000UXZQ42	64	64	N	28.79	1,842.56
2	910-005289 G305 LIGHTSPEED Wireless Gaming Mouse-WHITE-2.4GHZ-N/A-CAN-215-TEL INK, G305 Customer Item# B07CMS5Q6N	20	20	N	59.84	1,196.80
3	910-005280 G305 LIGHTSPEED Wireless Gaming Mouse-BLACK-2.4GHZ-N/A-CAN-215-TEL INK, G305 Customer Item# B07CMS5Q6P	8	8	N	59.84	478.72
4	910-005638 G703 LIGHTSPEED Wireless Gaming Mouse with HERO 25K Sensor-BLACK-2 .4GHZ-N/A-CAN-215 Customer Item# B07NSSPV9S	8	8	N	106.79	854.32
5	910-005790 G203 LIGHTSYNC Gaming Mouse-BLACK-USB-N/A-CAN+AP-276-CAN/ANZ/HK/SG Customer Item# B07YN82X3B	4	4	N	27.19	108.76
6	920-009443 MK470 Slim Combo-OFFWHITE-US-2.4GHZ-N/A-CAN-215 Customer Item# B083QQQDF1	12	12	N	59.84	718.08
7	910-006020 G305 LIGHTSPEED Wireless Gaming Mouse-LILAC-2.4GHZ-N/A-CAN-215-TEL INK, G305 Customer Item# B086PJKVVT	4	4	N	59.84	239.36
8	910-006036 M720 Triathlon Mouse-BLACK-2.4GHZ/BT-N/A-CAN-215-M720 MADE IN VN Customer Item# B087Z6LSHW	70	70	N	51.29	3,590.30

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  
4189 Salish Sea Way YVR4  
Tsawwassen BC V4M 0B9  
Canada

SHIP TO:

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

NUMBER 11226476461	
DATE 14-JUL-25	PAGE 3
PURCHASE ORDER NUMBER 6J5WC3QG	
PREVIOUS TRANS. NO.	
SALES ORDER NUMBER 25625499	
CUSTOMER NO. 178845	LOCATION NO. 6123433

PAYMENTS TERMS NET 45	DUE DATE 28-AUG-25	SHIP DATE 14-JUL-25	SHIP VIA PUROLATOR	INCO TERMS FCA LOGITECH DC	FREIGHT TERMS Prepaid	SHIPPING REFERENCE 0
--------------------------	-----------------------	------------------------	-----------------------	-------------------------------	--------------------------	-------------------------

LINE NO.	Item Number/Invoice Description	QUANTITY		TAX	UNIT PRICE	EXTENDED AMOUNT
		ORDERED	SHIPPED			
9	910-006033 Marathon M705 Wireless Mouse-BLACK-2.4GHZ-N/A-CAN-215-M705 MADE IN VN Customer Item# B087Z733CM	60	60	N	42.74	2,564.40
10	910-006365 G705 Wireless Gaming Mouse-OFF WHITE-2.4GHZ/BT-N/A-CAN-215-#215 Customer Item# B08V1JWV82	8	8	N	106.79	854.32
11	910-006628 G PRO X SUPERLIGHT 2 LIGHTSPEED Gaming Mouse-BLACK-2.4GHZ-N/A-CAN-215-#215 Customer Item# B09NBWL8J5	4	4	N	213.59	854.36
12	910-006636 G PRO X SUPERLIGHT 2 LIGHTSPEED Gaming Mouse-WHITE-2.4GHZ-N/A-CAN-215-#215 Customer Item# B09NBWQDKX	16	16	N	213.59	3,417.44
13	910-006824 Wireless Mouse M325s-LIGHT SILVER-2.4GHZ-N/A-AMR-403-4PK Customer Item# B0BGSDP83P	20	20	N	19.79	395.80
14	943-000776 G840 XL Cloth Gaming Mouse Pad-N/A-N/A-N/A-AMR-403 Customer Item# B0BHMN52LY	4	4	N	51.29	205.16
15	910-006863 M170-BLUEGREY-2.4GHZ-N/A-AMR-403-M170 Customer Item# B0BPP8DRKL	4	4	N	13.19	52.76
16	920-011775 Pebble Keys 2 K380s-TONAL GRAPHITE-US-BT-N/A-CAN-215-UNIVERSAL Customer Item# B0BT4DP7SC	12	12	N	51.29	615.48
17	920-012201 Pebble 2 Combo for Mac-TONAL WHITE-US-BT-N/A-CAN-215-MAC Customer Item# B0BT4J2KMR	4	4	N	79.19	316.76

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  
4189 Salish Sea Way YVR4  
Tsawwassen BC V4M 0B9  
Canada

SHIP TO:

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

NUMBER 11226476461	
DATE 14-JUL-25	PAGE 5
PURCHASE ORDER NUMBER 6J5WC3QG	
PREVIOUS TRANS. NO.	
SALES ORDER NUMBER 25625499	
CUSTOMER NO. 178845	LOCATION NO. 6123433

PAYMENTS TERMS NET 45	DUE DATE 28-AUG-25	SHIP DATE 14-JUL-25	SHIP VIA PUROLATOR	INCO TERMS FCA LOGITECH DC	FREIGHT TERMS Prepaid	SHIPPING REFERENCE 0
--------------------------	-----------------------	------------------------	-----------------------	-------------------------------	--------------------------	-------------------------

LINE NO.	Item Number/Invoice Description	QUANTITY		TAX	UNIT PRICE	EXTENDED AMOUNT
		ORDERED	SHIPPED			
18	960-001589 WEBCAM-Brio 101 Full HD Webcam-BLACK-USB-N/A-CAN-215-AMAZON (US/CA ) Customer Item# B0BXGFFSL1	80	80	N	49.79	3,983.20
19	910-006592 Signature M550 Wireless Mouse-OFF-WHITE-BT-N/A-AMR-403-M550 Customer Item# B0CH44BLWM	20	20	N	29.69	593.80
20	910-006945 MX Anywhere 3S for Mac-SPACE GREY-BT-N/A-CAN-215-US+CANADA Customer Item# B0CVFJ1YSX	4	4	N	114.39	457.56
21	984-001994 Ultimate Ears MEGABOOM 4-RASPBERRY-BT-N/A-AMR+AP-425 Customer Item# B0CVFKNYLK	4	4	N	235.20	940.80
22	920-011777 Pebble Keys 2 K380s-TONAL ROSE-US-BT-N/A-CAN-215-UNIVERSAL Customer Item# B0CY27W64K	8	8	N	51.29	410.32
23	910-007438 M196 Bluetooth Mouse-OFFWHITE-BT-N/A-CAN-215 Customer Item# B0D9N5WX8L	8	8	N	13.19	105.52
24	910-007439 M196 Bluetooth Mouse-ROSE-BT-N/A-CAN-215 Customer Item# B0D9N62T62	12	12	N	13.19	158.28
25	910-007437 M196 Bluetooth Mouse-GRAHPITE-BT-N/A-CAN-215 Customer Item# B0D9N7RY1D	44	44	N	13.19	580.36
26	984-002033 Ultimate Ears MINIROLL-PINK-BT-N/A-CAN-215 Customer Item# B0DCJH6VPT	8	8	N	84.00	672.00

Payment Information			
TAX	Freight	Total	Curr
0.00	0.00	26,207.22	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).