

## **GENERAL AGREEMENT**

This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms. This sales agreement made on 2025/3/6 constitutes a legal agreement between Number Seven Trading Limited and SELLER

Number Seven Trading Limited: an official Woot's vendor.

SELLER, 123, 3<sup>rd</sup> party seller on Amazon marketplace with Amazon registered email address, 321, The store link is listed as follows: [123456]

## **EFFECTIVE**

This agreement is effective when 123 accepts by responding a verification email to Number Seven Trading Limited.

## **APPOINTMENT OF RESELLER**

123 hereby authorizes Number Seven Trading Limited to sell their products through Woot Services LLC under Number Seven Trading Limited's vendor account and Number Seven Trading Limited accepts the authorization and appointment.

## **PURCHASE ORDERS**

- a) Number Seven Trading Limited shall submit all Purchase Orders for Products to SELLER in writing stating all products required to SELLER's Amazon registered address via his work address indicated above.
- b) Within 12 hours of receiving a Purchase Order from Number Seven Trading Limited, SELLER shall accept or reject to the Purchase Order in writing via email.
- c) If SELLER fails to notify Number Seven Trading Limited of its acceptance, rejection, or proposed modification, Number Seven Trading Limited may deem that SELLER accepted the Purchase Order.
- d) Upon Acceptance of PO, SELLER shall specify all the product details including but not limited to FNSKU, ASIN and Quantity for the orders by sending an electronic mail to Number Seven Trading Limited's e-mail address via the SELLER's Amazon registered e-mail address.
- e) SELLER shall notify Number Seven Trading Limited on Authorization to flip Inventory from SELLER's FBA to Woot's possession in an electronic mail to Number Seven Trading Limited's email address via SELLER's Amazon registered address. There will be no fees stitched to this action.
- f) Number Seven Trading Limited may choose to cancel part or all of a Purchase Order before the flipping of Inventory. SELLER agrees that Number Seven Trading Limited is not liable for any damages incurred from this action but solely the SELLER's responsibility,

## **PRODUCTS**

- a) SELLER shall fulfill all of Number Seven Trading Limited's Purchase Orders that SELLER accepts, and replace or repair defective Products that are under warranty.
- b) SELLER agrees that Woot will sell SELLER's products on Woot.com and on Amazon.com.

- c) Number Seven Trading Limited shall return all products not sold by Woot Services back to SELLER's FBA Inventory before payment. Number Seven Trading Limited will not and is not obligated to pay any fees regarding this action.

### **INAUTHENTICITY OF PRODUCTS**

SELLER will be held liable for any damages, losses, or costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, or otherwise, suffered by a third party arising from inauthenticity of product. Number Seven Trading Limited reserves the right not to pay SELLER for these products.

### **PRICE OF PRODUCTS**

SELLER agrees not to use promotional content including but not limited to coupons at any time during the term of this Agreement for any reason. SELLER shall sell product at agreed retail price specified in electronic mail sent to Number Seven Trading Limited at the acceptance of the Purchase Order. There shall be no increase or decrease from agreed price.

### **PAYMENT**

- a) SELLER agrees that SELLER's payment is due based on the final sale number of the products which will be determined at the end of Woot's promotion. Number Seven Trading Limited shall send SELLER the final sale number, which is a total number of the SELLER's products sold, only then shall SELLER send an invoice to Number Seven Trading Limited;
- b) SELLER shall make each invoice to Number Seven Trading Limited in writing, including, an invoice date and number, the total amount due, and the calculation of the total amount, and send each invoice after SELLER has received Final Sale Number from Number Seven Trading Limited;
- c) SELLER shall receive payment within **20 - 30 working days** after SELLER has sent invoice upon receipt of Final Sale Number.

### **LIMITATIONS AND LIABILITY**

Number Seven Trading Limited will not be liable for any loss, cost or damage thereto, but only to the extent that any such losses, costs or damages is not due to the negligence.

### **REPRESENTATIONS AND WARRANTIES**

The SELLER represents and warrants that the products provided are not false and inauthentic, is in compliance with all applicable laws, does not infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights.

### **NON-DISCLOSURE**

All information regarding business and prospects including but not limited to Transactions, Invoices, Purchase Order and Full Sale Number shared between Number Seven Trading Limited and SELLER is to be treated confidentially. As to such materials, SELLER shall not disclose any transaction, information, commutation

between the SELLER and Number Seven Trading Limited to a third party. Number Seven Trading Limited will not be held liable for damages, losses and costs incurred if SELLER breaches Confidentiality.

#### **TERMINATION**

You agree not to hold Number Seven Trading Limited liable for any damages from the termination of this agreement. Your account will be terminated if:

- a) You violate this Agreement;
- b) If products are fake or inauthentic;
- c) Number Seven Trading Limited considers that the working relationship has broken down including a loss of confidence and trust;
- d) Any breach in Confidentiality.

Termination holds after ongoing transaction.

#### **INDEMNIFICATION**

The SELLER will indemnify and hold Number Seven Trading Limited harmless from and against any damages, losses and expenses arising out of SELLER's breach of its representations and warranties under this agreement, claim that sale of Products infringes the third party's Intellectual Property rights, inauthenticity of products.

#### **ENTIRE AGREEMENT**

- a) This Agreement hereto constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. It supersedes and replaces all previous discussions, negotiations and misunderstanding between the parties.
- b) This Agreement may only be amended by a written amendment signed by authorized representatives of both parties.

#### **LAW**

This Agreement shall be governed by and construed in accordance with the substantive laws of the United States and the state of California without regard to such state's conflict of laws principles and any action shall be initiated and maintained in a forum of competent jurisdiction in such designated state.