

Export Member Agreement

The terms of this agreement will apply to all transactions provided all items are being exported under the same transaction type (i.e.: standard or routed) and are being exported to a country listed below. I understand that any changes to information provided will require a new agreement. Expiration of this agreement is 3 years from the date of signature.

Complete ALL ***required fields** and type information when possible.

I. COMPANY INFORMATION

Company Name*: _____

USA Registered Entity (Doing Business As)* Name: _____

Company Physical Address **(USA)***: _____

City*: _____ State*: _____ Postal Code*: _____

EIN Number*: _____

Company DBA (Doing Business As - **Foreign**)* Name: _____

Company Physical Address **(Foreign)***: _____

Province*: _____ City*: _____

Country*: _____ Postal Code*: _____

Company Phone*: _____ Company Fax: _____

Business License Number*: _____

Company Website/URL: _____ Email*: _____

Member Contact

Person*: _____ Date of Birth*: _____

Physical Address*: _____

City*: _____ State/Province*: _____ Postal Code*: _____

Country*: _____ Phone Number*: _____

Valid Identification Type*: _____ Government Identification Issuer*: _____
(Passport, Driver's License, Government issued ID, Military ID) (Issuing Country or State)

Government Identification Number*: _____ Expiration Date*: _____

Sam's Club Membership Number*: _____

Select the type of customers to whom you sell*: Consumer Wholesalers Retail Distributors
Other Briefly Describe "Other": _____

How many years has your company been exporting?*: _____

Approx. USD amount of export business done annually?*: _____

Final Destination of Items (List all countries where you export to)*: _____

II. PICK UP LOCATION(S)

Check the Sam's Club distribution location(s) where you will pick up merchandise. All orders must be picked up in full within 48 hours of notification that shipment is ready.

Check all that may apply.

CLUB # | LOCATION**WEST COAST:** 6612 | Concord, CA 6613 | Long Beach, CA 6616 | Fullerton, CA 6235 | San Diego, CA**EAST COAST:** 4041 | Linden, NJ 4711 | Virginia Beach, VA 8253 | Jacksonville, FL 7191 | Miramar, FL**CENTRAL:** 8280 | El Paso, TX 8156 | Laredo, TX 4712 | Houston, TX**PUERTO RICO:** 4866 | Kennedy, PR

III. EXPORT COMPLIANCE

I acknowledge that the merchandise supplied by Sam's Club is subject to the Export Administration Regulations ("EAR") and control (www.bis.doc.gov). The EAR regulates and controls the export and re-export of US origin goods. I certify that I will comply with all applicable U.S. laws and export related regulations, including, but not limited to, the EAR and Office of Foreign Assets Control regulations. Additionally, I understand that export documentation is my responsibility and I will:

- a. Determine the Export Control Classification Number (ECCN) for each merchandise item.
- b. Determine whether any of the merchandise requires an export license, and if so, obtain such license, and carry out any custom formalities for the export of merchandise from the U.S.
- c. Ensure the items will not be shipped to sanctioned countries or sanctioned persons.
- d. Ensure that none of the items are intended for a prohibited end use (i.e., nuclear, chemical or biological weapons or missile technology).
- e. Ensure that the merchandise displays all legally-required notices.

IV. TYPE OF EXPORT TRANSACTION *

Standard Export Transaction – I agree that I am a Sam's Club member residing in the U.S. taking ownership of the goods. I am the exporter and therefore, the U.S. principal party in interest (USPPI) and responsible for determining licensing authority and will obtain the appropriate license or other authorization. Sam's Club is not to be listed as the shipper, exporter or USPPI on any shipping or export documents. Sam's Club provides only an invoice/receipt and the export documentation is my responsibility.

Routed Export Transaction – I agree that I am a Sam's Club member residing outside the U.S. The merchandise will be picked up by a Freight Forwarder or U.S. agent (listed below) who I authorize to arrange shipment on my behalf through a Power of Attorney (POA) and/or written authorization and upon request I will provide Sam's Club a copy of the POA and/or written authorization signed by me. As a Foreign Principal Party in Interest (FPPI) I expressly assume responsibility for determining licensing requirements and obtaining license authority. My Freight Forwarder or U.S. agent will therefore be the exporter for Census/U.S. Export Administration Regulations ("EAR") purposes and must prepare and file the Electronic Export Information ("EEI") in the Automated Export System ("AES") record, if required. Sam's Club will be listed as the U.S. Principal Party in Interest (USPPI) on the EEI and will provide the necessary data elements for the EEI filing and the member will be listed as the Foreign Principal Party in Interest (FPPI).

	Freight Forwarder/U.S. Agent #1	Freight Forwarder/U.S. Agent #2
Company Name	_____	_____
Contact Name	_____	_____
Contact Phone #	_____	_____
Address Line 1	_____	_____
Address Line 2	_____	_____
City	_____	_____
State	_____	_____
Postal Code	_____	_____

V. ASSUMPTION OF RISK AND LIABILITY

I assume all risk for the merchandise at the point of sale and all responsibility for secure placement in the truck or ocean container and for delivery to any destination. I am responsible for packaging, marketing, labeling, placarding and preparation of documentation. I understand that Sam's Club is not responsible for the security or condition of the merchandise during shipment or the vehicle carrying it. I agree to not hold Sam's Club responsible in any way related to transport and delivery of the merchandise after point of sale or point of payment. I understand that if Sam's Club chooses to weigh loaded shipping containers, that it's being done as a courtesy and that it's not a guarantee of the accuracy of the information.

VI. WARRANTY; LOCALIZATION OF MERCHANDISE

I understand that the merchandise has been warranted by Sam's Club suppliers to be in compliance with all laws of the U.S. and that Sam's Club isn't making any promises about whether the merchandise complies with all applicable laws and regulations relating to the importation, sale, distribution and labeling any of foreign country.

VII. AUTHORIZATION FOR RESALE AND NON-EXCLUSIVITY

I understand that Sam's Club has authorized me to import for resale merchandise into the countries listed above on a non-exclusive basis.

VIII. RETURNS

I understand that all sales are final and cannot be returned, unless agreed to in writing by Sam's Club.

IX. PRICING, MERCHANDISE AVAILABILITY AND PAYMENT TERMS

I understand that the availability and pricing of merchandise quoted to me may change without notice and that Sam's Club is unable to guarantee the availability of merchandise and may discontinue to supply merchandise at any time for any reason. I understand and agree that full payment is due prior to the merchandise being released.

X. MEMBERSHIP TERMS & CONDITIONS

I understand and agree that some of the Sam's Club Membership Terms and Conditions may not apply to transactions subject to this Export Member Agreement.

XI. TRADEMARKS

To the extent the merchandise bears a Sam's Club proprietary brand, trademark or trade dress, including without limitation, Member's Mark, and all variations thereof (collectively and individually "Sam's marks"). I acknowledge that Sam's Club reserves all rights in such intellectual property and will not obtain any interest in such rights from distribution of the merchandise.

XII. PROMOTIONAL MATERIALS

I understand that I may use the Sam's marks to identify the brand and/or source of the merchandise for informational use only and will not alter or modify any Sam's marks without prior written consent. I acknowledge Sam's right to dictate, in its policies or otherwise, the manner in which the Sam's marks are displayed in public communications and agree to comply with Sam's Club Guidelines.

XIII. BREACH

I irrevocably consent to personal and subject matter jurisdiction and venue in the courts of the State of Arkansas if I breach this Export Member Agreement.

*Wholesale Trading Club Associate Use Only

SAM'S CLUB MEMBER

Signature

Print Name

Title

Date

SAM'S WEST, INC

Signature

Print Name

Title

Date