



# Export Member Agreement

Let Sam's Club help with your big volume needs. If your business involves international trading, get bulk pricing with Sam's Club in 3 easy steps: **1)** Complete all required fields below and sign the Export Member Agreement. **2)** Complete the Export Price Request Form. **3)** Fax #877-795-8809 or email the Export Member Agreement and [Export Price Request Form](#) to Sam's Club [trkload@samsclub.com](mailto:trkload@samsclub.com) (Include the Club number and city selected in the subject line)

## I. GENERAL INFORMATION

Member/Company Name\*: \_\_\_\_\_

Company DBA (Doing Business As) Name: \_\_\_\_\_

Company Physical Address\*: \_\_\_\_\_

Country\*: \_\_\_\_\_ State/Province\*: \_\_\_\_\_ City\*: \_\_\_\_\_ Postal Code\*: \_\_\_\_\_

Company Phone\*: \_\_\_\_\_ Company Fax: \_\_\_\_\_

### Company Contact

Person\*: \_\_\_\_\_ Date of Birth\*: \_\_\_\_\_ Phone Number\*: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Physical Address\*: \_\_\_\_\_

Country\*: \_\_\_\_\_ State/Province\*: \_\_\_\_\_ City\*: \_\_\_\_\_ Postal Code\*: \_\_\_\_\_

Government Identification Type\*: \_\_\_\_\_ Government Identification Issuer\*: \_\_\_\_\_

Government Identification Number\*: \_\_\_\_\_ Expiration Date\*: \_\_\_\_\_

Email: \_\_\_\_\_ Sam's Club Membership#: \_\_\_\_\_

EIN (for U.S.-based): \_\_\_\_\_ Business License Number\*: \_\_\_\_\_ Company Website / URL: \_\_\_\_\_

Individuals who will be authorized to do business on behalf of your company  
(please indicate full name, telephone and email address):

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? \* \_\_\_\_\_

Amount of export business done each year? \_\_\_\_\_

Number of ocean containers sent per year? \_\_\_\_\_

Countries where you export product? \* \_\_\_\_\_



**II. PICK UP LOCATION(S)**

Check the Sam's Club distribution location(s) where you will pick up merchandise:

Check all that may apply.

**CLUB # | LOCATION**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 6235   San Diego, CA    | <input type="checkbox"/> 8280   El Paso, TX | <input type="checkbox"/> 4711   Virginia Beach, VA |
| <input type="checkbox"/> 6612   Concord, CA      | <input type="checkbox"/> 8156   Laredo, TX  | <input type="checkbox"/> 6653   Gaithersburg, MD   |
| <input type="checkbox"/> 6613   Long Beach, CA   | <input type="checkbox"/> 4041   Linden, NJ  | <input type="checkbox"/> 6670   Deptford, NJ       |
| <input type="checkbox"/> 6616   Fullerton, CA    | <input type="checkbox"/> 4712   Houston, TX |  |
| <input type="checkbox"/> 8253   Jacksonville, FL | <input type="checkbox"/> 7191   Miramar, FL |  |

**III. ROUTED EXPORTS.** I agree that I'm a Sam's Club Member not physically present in the U.S. at the time of the purchase and/or the merchandise will be picked up by a freight forwarder or U.S. agent who will arrange shipment on my behalf. I will provide Sam's Club with a power of attorney or other written authorization signed by me allowing the freight forwarder or U.S. agent to act on my behalf. My freight forwarder or U.S. agent will be the exporter for U.S. Export Administration Regulations ("EAR") purposes and must prepare and file the Shipper's Export Declaration ("SED") or Automated Export System ("AES") record, if required and list Sam's Club as the U.S. Principal Party in Interest ("USPPI") on the SEA or AES record.

U.S. Agent # 1

U.S. Agent # 2

Company Name

Contact Name

Contact Phone Number

Address Line 1

Address Line 2

City

State

Country

Postal Code

**IV. EXPORT COMPLIANCE.** I acknowledge that the merchandise supplied by Sam's Club is subject to the Export Administration Regulations ("EAR"). Sam's Club provides only a commercial invoice and the export documentation is my responsibility. I also assume all responsibility for exporting the merchandise outside of the U.S. Moreover, 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 it's 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 customs formalities for the export of the merchandise from the U.S.
- c. Determine whether any destination is an embargoed or prohibited country.
- d. Determine whether the end user of the merchandise is on any denied or prohibited party list.
- e. Ensure that the merchandise displays all legally-required notices.

**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 markets 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, Artisan Fresh, Daily Chef, Member's Mark or Simply Right, 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

<b>SAM'S CLUB MEMBER</b>
_____
Signature
_____
Print Name
_____
Title
_____
Date

<b>SAM'S WEST, INC.</b>
_____
Signature
_____
Print Name
_____
Title
_____
Date