

Last Updated: 10/10/2022

This User Agreement (“**Agreement**”) applies to your access to and use of the online liquidations website at <https://bstock.com/costco/> (the “**Site**”), including your participation in any auction made available via the Site. This Site, which is hosted and operated by B-Stock Solutions Inc. (“**B-Stock**”), provides prospective buyers with the opportunity to view, bid on and purchase certain products from Costco Wholesale Corporation (“**Costco**,” “**we**” or “**us**”). By registering to use this Site, or by otherwise accessing or using the Site, you are entering into an agreement with Costco subject to the terms and conditions in this Agreement, including the Terms of Purchase (Section A), Site Terms of Use (Section B) and General Terms (Section C). If you do not agree to be bound by the terms of this Agreement, you may not use the Site. You and Costco agree as follows:

A. Terms of Purchase

The following terms apply to your participation in any Site auction conducted by B-Stock and your purchase of any products from Costco via the Site once such auction has been completed.

Definitions

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

“**Auction**” means any auction conducted by B-Stock via the Site, through which registered users of the Site may bid on Inventory.

“**Completed Purchase**” means the point at which (i) you have provided to Costco all of the purchase information requested in the Email Notification, in the manner specified in such Email Notification, and all other information requested by Costco and B-Stock, and (ii) the applicable purchase price for any purchased Inventory has been received in the account specified in the Email Notification.

“**Inventory**” means any merchandise of Costco made available for sale by Costco via the Site.

“**Extended Auction**” has the meaning set forth in Section 4.3 of this Agreement.

“**Listing**” means the description, quantity and other information made available via the Site about any Inventory.

Eligibility

If you bid on or purchase any Inventory on behalf of any entity, you represent and warrant that you are authorized to accept this Agreement on such entity's behalf and that such entity agrees to be responsible for your activities under this Agreement.

Registration and Other Information; B-Stock Privacy Policy

To participate in any Auction and/or purchase any Inventory, you must submit any information requested via the Site or by B-Stock or Costco. You agree to (a) provide accurate, current and complete information; (b) maintain and promptly update any information in your account (including all contact information); (c) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide under this Agreement; and (d) promptly notify Costco and B-Stock if you discover or otherwise suspect any security breaches related to your account or the Site.

When you register on the Site, B-Stock is collecting the information that you provide and

will protect it in accordance with its privacy policy. Should you bid on and win Inventory on the Site, you will become a Costco customer and B-Stock will share the information required for Costco to fulfill your order. Costco will treat that information according to this Agreement. Therefore, by registering to use this Site, you are consenting to B-Stocks privacy policy and agreeing to this Agreement. Costco reserves the right to use and disclose information received from B-Stock for its legitimate business purposes, including to send marketing communications to you regarding products and services that we believe may be of interest to you.

Auction Process

Inventory. All Inventory is sold As Is with no express or implied warranties or conditions of any kind, including, without limitation, warranties of merchantability, fitness for a particular purposes, TITLE, AND NON-INFRINGEMENT. COSTCO DOES NOT REPRESENT OR WARRANT THAT ANY LISTING ON THIS SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. COSTCO IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY FOR ANY INVENTORY. YOU WILL NOT PURCHASE ANY INVENTORY THE SALE OF WHICH IS PROHIBITED BY LAW.

Bidding. B-Stock is responsible for operating any Auction, including acceptability requirements for bids. You agree to follow B-Stocks Auction requirements including the following: (i) bids must be in an amount higher than both the amounts listed via the Auction as the opening bid and the current bid, (ii) bids must be in the bid increments set forth on the bid page of such Auction, and (iii) bids must be placed before the scheduled end time for such Auction (including any additional time added for an Extended Auction).

Extended Auctions. In the event that any Auction bid is submitted within five (5) minutes of the scheduled end time of such Auction, B-Stock may extend the end time of such Auction an additional three (3) minutes (an Extended Auction). B-Stock may also extend any Extended Auction for an additional three (3) minutes each time a bid is submitted within the final five (5) minutes of the applicable end time of such Extended Auction.

Winning Bids. If your Auction bid is deemed to be the winning bid for any Inventory, B-Stock will send you an email at the email address maintained in your Site account (Email Notification). It is your responsibility to keep your email address current and to timely check your email to determine if you are the winning bidder for any Inventory. Costco is not responsible for the failure of an Email Notification to reach you for any reason, including, without limitation, technical problems or other system error.

Completing Purchase. You will promptly pay B-Stock, in accordance with the terms of this Agreement, for any purchased Inventory within forty-eight (48) hours of your receipt of any Email Notification. If you fail to complete your purchase within such period of time, Costco reserves the right, in its sole discretion, to cancel your purchase of the applicable Inventory and to relist or resell such Inventory. You will be charged a reinstatement fee if your order is cancelled due to late payment in order to be able bid again or denied on the Marketplace:

	1st offe nse	2nd offe nse	3rd offe nse
If the amount is between 0-\$10,000	\$100	\$500	\$1,000 Fee OR Deni ed on Mark etpla ce
If the amount is over \$10,000	\$500	\$1,000	

Costco shall not be obligated to complete any sale or transfer any Inventory to you unless and until you submit to Costco all information requested via the Site, by Costco and by B-Stock, including an accurate, valid and complete reseller certification in a form acceptable to Costco.

Deactivation; Cancellation. Costco reserves the right, in its sole discretion and for any reason, to deactivate your Site account, reject any offer to purchase Inventory or cancel any purchase of Inventory. If Costco cancels any purchase of Inventory after you have submitted payment for such Inventory, Costco will direct B-Stock to issue a refund to the designated payment method that you used to make such payment.

Final Sale; Title and Risk of Loss. Except as otherwise provided in this Agreement, all sales of Inventory are final. Unless otherwise agreed by the parties in writing, purchased Inventory will be shipped from each Costco return facility, and title to and risk of loss for any purchased Inventory will pass to you upon pick up of such Inventory from Costcos facility by the carrier designated by Costco. All inventory is sold "As Is" with no express or implied warranties or conditions of any kind, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, and/or non-infringement. No third party determinations that products sold "As Is" is not genuine shall provide a basis to return such products. In agreeing to buy products "As Is," buyer assumes any and all risks of loss associated with the same, including but not limited to loss due to the condition and/or authenticity of such products. This exclusion of liability shall apply to the

fullest extent permitted by law. In no event shall Costco's aggregate liability exceed the amount paid for the products or service to which any claim relates.

Payments

B-Stock will accept your payments for purchased Inventory on behalf of Costco. You will pay to B-Stock the total price as set forth in the Listing for the applicable Inventory, including any applicable shipping charges, taxes and fees. You will pay such amount in accordance with any instructions included within the Site, the Email Notification or as otherwise provided by B-Stock.

Shipment of Purchased Inventory

Unless otherwise agreed by the parties in writing, the Inventory purchased by you will be shipped to you from a Costco return facility, via a carrier designated by Costco, to the address designated by you at the time you submitted your winning bid for such Inventory. You will be responsible for all shipping costs related to the delivery of any purchased Inventory to you, including any applicable storage or other costs assessed by such carrier in the event of such carriers inability to deliver such Inventory to you. You agree to look solely to such carrier to resolve all claims regarding any lost or damaged shipment of purchased Inventory. Additional fees include \$65 for liftgate fees and \$90 for residential delivery.

Inspection of Quantity

You shall have five (5) business days from the date of delivery of Inventory Products to inspect the shipment for any discrepancies in the quantity/quality delivered and report such discrepancy to Costco in writing. Buyer must provide a detailed manifest, identifying each item that is missing or damaged, and, if damaged, the exact nature of such damage, as well as any supporting images or other documentation. Costco reserves the right to conduct an additional inspection at its own expense. If Costco, acting reasonably and in good faith, agrees that an under delivery and/or damage has occurred greater than 5%, based on the listed retail value of the auction, Costco will reimburse you in an amount equal to the approved discrepancy. By way of example, if Buyer wins an auction and pays a winning bid of \$1,000, and the shipment is missing an item that is 10% of the value of the auction, Costco will issue Buyer a reimbursement in the amount of \$100 (i.e., 10% of the winning bid amount of the auction). Such reimbursement may be in the form of an offset against any amount you may owe to Costco or a credit to your B-Stock account. Following the five (5) business day inspection period, you shall no longer have the right to claim any reimbursement for under-delivery/damage.

Your Additional Obligations

If you purchase any Inventory from Costco, you represent, warrant and covenant that you will (a) not identify Costco, or any of its affiliates, as the seller of the Inventory; (b) not disclose, advertise or make any reference to the fact that the Inventory was purchased from Costco or via the Site; (c) not disclose or make any reference to Costcos warranty and/or return policy; (d) remove all labels, price stickers or tags which specifically tie the Inventory to Costco; (e) not use Costcos name, trademarks and/or logos in any signage and/or advertising; (f) clearly and conspicuously mark any Inventory resale packaging so that it is readily apparent and obvious that the Inventory has been through a salvage process; (g) not resell any Inventory within a five (5) mile radius of any Costco warehouse; (h) permanently remove and take steps necessary to prevent the recovery of any personal information contained within any Inventory; and (i) permanently remove and take steps

necessary to prevent recovery of all applications, operating systems, configurations, data, programs, software and code of any kind on all Inventory with digital storage capability.

Authorized Service Representatives

In the event you utilize, in addition to your employees, any third-party agents, representatives, subcontractors, independent contractors, licensees and/or authorized service representatives (collectively, “ASRs”), you will at all times be responsible for the acts, activities or omissions of any ASRs utilized to perform your obligations under this Agreement.

Confidentiality

Each party acknowledges that by reason of its relationship to the other party hereunder it will have access to certain information and materials concerning the other party's business that are confidential and of substantial value to such party, which value would be impaired if such information were disclosed to third parties. If any information is delivered in written or other tangible form, such information will be deemed confidential only if it is marked confidential or proprietary or with similar legend. Notwithstanding such marking requirement, information will also be deemed confidential if, due to the circumstances surrounding its disclosure or due to its character or nature, such information reasonably should be treated as confidential. In particular, the parties hereto acknowledge that the information regarding the purchase price, any particular sale and the terms of this Agreement are confidential to Costco. Each party shall take every reasonable precaution to protect the confidentiality of such information. Notwithstanding anything in this Section to the contrary, any information (i) already in the public domain, (ii) independently developed by the recipient without the use of or access to the other party's confidential information, or (iii) released to the public through no action or inaction by a wrongful party, will not be considered confidential information hereunder. The receiving party may disclose the disclosing party's confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure the receiving party shall inform the disclosing party of such order, if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. This Section shall survive each purchase transaction hereunder.

B. Site Terms of Use

The following terms of use apply to any access or use of the Site.

United States Usage

This Site is operated by a U.S. entity and is governed by the state and federal laws of the United States. The laws of your jurisdiction may be more or less strict than the laws that apply to this Site. If you access this Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

License and Site Access

Costco grants you a limited, non-exclusive license to use only the Site and the Site Materials contained therein solely for the purpose of viewing, bidding on and purchasing products of Costco. Site Materials means all materials on the Site, including, without limitation, trademarks, design, product description, HTML text, graphics, other files,

photographs, codes, software layout, designs forms and the selection and arrangement thereof. Such grant does not include: (a) any resale of this Site or any Site Materials; (b) modification, adaptation, translation, reverse engineering, de-compilation, disassembly or conversion into human readable form any of the Site materials not intended to be so read, including use of or directly viewing the underlying HTML or other code from this Site except as interpreted and displayed in a web browser; (c) copying, imitating, mirroring, reproducing, distributing, publishing, downloading, displaying, performing, posting or transmitting any Site Materials (including any Costco trademarks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; (d) the collection and use of any product listings or descriptions; (e) making derivative uses of the Site and any Site Materials; or (f) use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Site Materials or to collect any information from the Site or any other user of the Site. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under a patent, trademark, copyright, or proprietary right of Costco or any third party. You may not use any meta tags or any other hidden text utilizing Costco's name, trademark, or product name without our express written consent. We may terminate this license and your use of or access to the Site if you make or permit any unauthorized use of this Site. Such actions by you may violate applicable law including, without limitation, copyright laws, trademark laws (including trade dress), and communications regulations and statutes. We reserve the right to have all violators prosecuted to the fullest extent of the law.

Intellectual Property

All Site Materials are owned by us and our licensors and suppliers and are protected by United States and international copyright, trademark and other laws. COSTCO, COSTCO WHOLESALE, COSTCO.COM, KIRKLAND SIGNATURE (and other registered trademarks owned by Costco listed below), and their respective designs and/or logos are either trademarks or registered trademarks of Costco and may not be copied, imitated or used, in whole or in part, without the prior written permission of Costco. In addition, all graphics and photography of Costco are trademarks and/or trade dress of Costco, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Costco. All other trademarks, registered trademarks, product names and company names or logos mentioned herein are the property of their respective owners. Currently, Costco owns the following registered trademarks: COSTCO BUSINESS CENTER, THE COSTCO CONNECTION, COSTCO HOME, COSTCO ONLINE, COSTCO WHOLESALE CASH, GOLD STAR, KIRKLAND SIGNATURE, PRICE CLUB, NO LINES ONLINE, EXECUTIVE MEMBER, BALLANTRAE WINE MERCHANTS, CANINE CLUB, CHOCOLATES OF THE WORLD, COURT CLASSIC, FUNHOUSE TREATS, and SEATTLE MOUNTAIN. Costco also may use other trademarks that are not registered.

Hyperlinks

Costco makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of web sites accessible by hyperlink from this Site.

Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of email or submissions to Costco, or postings on

this Site about this Site or Costcos business (Submissions) are non-confidential and that you remain solely responsible and liable for your Submissions. You further hereby grant (or warrant that the owner of the Submissions has granted) to us and our assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties on our part or of our assigns, and you hereby waive all moral rights, or agree, represent and warrant that all moral rights in the Submissions (including without limitation the rights of paternity, attribution and integrity) are irrevocably waived, in favor of us and our assigns.

User Conduct

By using the Site, you agree not to do any of the following:

Upload to, distribute or otherwise publish through this Site any message, information, text or other material (Content) that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;

Upload or transmit any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law, including without limitation, the regulations of the U.S. Securities and Exchange Commission, any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the Nasdaq Stock Market;

Upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. By posting any Content, you represent and warrant that you have the lawful right to distribute and reproduce such Content;

Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;

Upload to, distribute or otherwise publish through this Site any Content such as charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes, advertising or solicitations for funds, political campaigning, mass mailings, any form of unsolicited commercial email or spam, (regardless of whether the email itself complies with the requirements of federal or state law for sending commercial email) or offering or disseminating fraudulent goods, services, schemes or promotions; and

Disseminate any harmful content of any kind, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancel bots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

Policies and Enforcement

All access to and use of this Site is governed by and subject to this Agreement. We have the right, but not the obligation, to monitor any activity and Content associated with forums and interactive areas on this Site. We may access at any time and use internally for any lawful purpose information stored on our systems, including the content of any emails

or other communications. We may disclose such information to any third party including law enforcement agencies to protect our rights or property in response to legal process, or in a good faith belief that such disclosure is justified or required in an emergency situation. We may investigate any reported violation of our policies or complaints and take any appropriate action that we deem appropriate. Costco has the right, but not the obligation, to take any action we deem appropriate, including but limited to action to issue a warning, suspend or terminate your access and use of the Site and related services at any time, and block, remove or edit any communication and materials that Costco believes in its sole discretion may violate applicable law, this Agreement or a third party's rights. Costco takes no responsibility and assumes no liability for any Content posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

Responsibility for Your Conduct

You remain solely liable for the Content of any messages or other information you upload or transmit to the discussion forums or interactive areas of this Site. You will comply with all applicable laws and regulations in connection with your activities under this Agreement.

C. General Terms

The following terms of use apply to any access or use of the Site.

1. Indemnity

You agree to indemnify, defend and hold Costco, its parents, subsidiaries, affiliates, officers, directors, employees, representatives and agents (Costco Parties) harmless from and against all claims, actions, liabilities, damages, losses, fines, penalties, costs and expenses, including legal fees, arising out of: (a) your use of the Site; (b) any act, activity or omission of you or your ASRs; (c) any sale, resale, use or handling of the Inventory; or (d) any breach of this Agreement by you.

2. Disclaimer

THIS SITE AND THE MATERIALS PROVIDED HEREIN ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COSTCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE SITE AND MATERIALS, CONTENT, AND INVENTORY ON THIS SITE. COSTCO DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THIS SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. COSTCO IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY. COSTCO DOES NOT REPRESENT OR WARRANT THAT THIS SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, EVEN IF COSTCO OR IT'S AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF THIS SITE, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SITE IS AT YOUR SOLE RISK.

REFERENCE TO ANY PRODUCTS, SERVICES, PROCESSES, OR OTHER INFORMATION, BY

TRADE NAME, TRADEMARK, MANUFACTURER, SUPPLIER, OR OTHERWISE DOES NOT CONSTITUTE OR IMPLY ENDORSEMENT, SPONSORSHIP OR RECOMMENDATION THEREOF BY COSTCO.

3. Limitation on Liability

(a) IN NO EVENT SHALL COSTCO BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THIS SITE OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH, THIS SITE.

(b) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COSTCO (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING TO THE USE OF THIS SITE, INCLUDING ANY PURCHASE OF INVENTORY, EXCEED THE COMPENSATION YOU PAID COSTCO FOR ANY INVENTORY.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THESE LAWS APPLY SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS, MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS ADDITIONAL TO THOSE CONTAINED HEREIN.

4. Arbitration

Any dispute arising out of or relating to this Agreement, including (without limitation) breach, termination or validity thereof, shall be finally resolved by arbitration by a sole neutral arbitrator in Seattle, Washington in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive damages. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction.

Notwithstanding the above, Costco or you may bring court proceedings or claims against each other (a) solely as part of separate litigation commenced by an unrelated third party, or (b) if not first sought from the arbitrator, solely to obtain in the state or federal courts in King County, Washington, temporary or preliminary injunctive relief or other interim remedies pending conclusion of the arbitration.

5. Governing Law

This Agreement will be governed by and construed in accordance with the laws applicable in the state of Washington, excluding its conflict of laws rules.

6. Venue

You hereby consent to the personal jurisdiction and venue of the state and federal courts located in King County, Washington for any court action or proceeding.

7. Termination

Notwithstanding any of these terms and conditions, Costco reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to

block or prevent future access to and use of this Site if you violate any terms of this Agreement. Upon termination, the terms of this Agreement shall still apply.

8. Miscellaneous

(a) Entire Agreement. This Agreement constitutes the final and complete agreement between you and Costco and supersedes all prior correspondence, memoranda, negotiations, discussions and/or agreements between the parties relating to the subject matter hereof. In no event will the prepared terms or conditions found in any Costco or your purchase order or work order, invoice or statement be considered an amendment or modification of the Agreement even if such documents are signed by representatives of both parties; such pre-printed terms and conditions will be considered null and void and of no force or effect. Prior course of dealing usage of trade will not be used to modify, vary, supplement or explain any provisions of this Agreement.

(b) Assignment. You may not assign this Agreement, or any rights or obligations under or relating to this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Costco, and any such purported assignment will be void.

(c) Legal Fees. In the event that either party hereto brings an arbitration, court action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of this Agreement, or any other action arising out of this Agreement or the transactions contemplated hereby, the prevailing party in any such arbitration, court action or proceeding will be entitled to an award of reasonable legal fees, expenses and costs incurred in such arbitration, court action or proceeding, in addition to any other damages or relief awarded, regardless of whether such arbitration, court action or proceeding proceeds to final judgment.

(d) Offsets. Costco may offset costs associated with monies owed for regulatory fines or penalties (including associated legal fees) against amounts Costco owes to your or your ASRs. Costco may, at the end of a season, at the close of the business relationship, or otherwise, hold back a reasonable reserve for future claims from amounts owed to you.

(e) Construction. You and Costco acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments thereto, and the same will be construed neither for nor against you or Costco, but will be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

(f) Relationship. The parties agree that no agency, partnership, franchise, or joint venture of any kind will be or is intended to be created by or under this Agreement.

(g) No Publicity. You will not, without the prior written consent of Costco, refer to Costco or any to its affiliates in any manner in press releases, advertising or other public or promotional statements.

(h) Legal Equivalency. This electronic document and any other electronic documents, policies and guidelines incorporated herein will be: (i) deemed for all purposes to be a writing or in writing, and to comply with all statutory, contractual, and other legal

requirements for a writing: (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (iii) deemed an original when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation or administer of proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

(i) Amendments. Costco reserves the right to change or modify this Agreement at any time and in its sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by providing notice through the Site or by updating the Last Updated date at the top of this Agreement. Your continued use of the Site constitutes your agreement to be bound by such changes.

(j) Captions. The captions in this Agreement are inserted solely for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any provision hereof.

(k) Severability. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Agreement and shall not affect the validity and enforceability of any remaining provisions.

(l) Waivers. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.