



Export Member Terms and Conditions

These Export Terms and Conditions ("Terms") apply to all export transactions between Sam's West, Inc. ("Sam's Club") and any member ("Member") placing an order for merchandise intended for export. By signing these Terms, the Member agrees to be bound by these Terms, as updated from time to time by Sam's Club. Sam's Club may modify these Terms at any time, and updates will be effective upon posting at samsclub.com. It is the Member's responsibility to review Samsclub.com for the current Terms, and continued placement of orders constitutes acceptance of the updated Terms. Signature is required for these Terms to be effective.

Complete ALL *required fields and type information when possible.

I. COMPANY INFORMATION

Members must provide accurate and complete company and contact information as requested by Sam's Club (Exhibit A). If any information changes, Members are required to update their details prior to placing additional orders. Sam's Club may at any time request that the Member complete an updated Exhibit A as well. In addition, Members are required to resubmit their signed Terms and Conditions along with updated company information on an annual basis, even if no changes have occurred. Failure to provide correct or updated information may result in suspension or termination of export privileges.

*Company Information and Location:

*Sam's Club Membership Number:	
*Final Destination of items (List all countries you want to export to)	

USA - Standard

* Company Name (DBA):	
* Company physical address:	
*State/Province:	
*City:	
*Country:	
*Postal Code:	
*EIN Number:	
*Company Phone:	
*Company Website:	
*Email:	

Foreign - Routed

* Company Name (DBA):	
* Company physical address:	
*State/Province:	
*City:	
*Country:	
*Postal Code:	
*Business License Number:	
*Company Phone:	
*Company Website:	
*Email:	



*Member Contact Name:	
*Date of Birth:	
*Physical address:	
*City:	
*State / Province:	
*Country:	
*Postal Code:	
*Phone Number:	
*Identification Type: (Passport, Drivers, License, Government ID, Military ID)	
*ID Issuing Country/State:	
*Identification Number:	
*Expiration Date:	
*Email:	

Secondary Contact Name:	
Date of Birth:	
Physical address:	
City:	
State / Province:	
Country:	
Postal Code:	
Phone Number:	
Identification Type: (Passport, Drivers, License, Government ID, Military ID)	
ID Issuing Country/State:	
Identification Number:	
Expiration Date:	
Email:	

*Type of Customers to whom you sell:	Consumer <input type="checkbox"/> Wholesalers <input type="checkbox"/> Retail <input type="checkbox"/> Distributors <input type="checkbox"/> Other <input type="checkbox"/>
Briefly Describe other:	



II. ***Pick Up Locations**

Members must select a Sam's Club distribution location for merchandise pickup. All orders will be picked up in full within 48 hours of notification that the order is ready. If merchandise is not picked up within this period, Sam's Club is not liable for any damage, deterioration, or loss related to the merchandise or failure to make a timely pickup. After the **48-hour period, Members assume all risk of loss or damage and can be charged a 5% restocking fee** based on the order total.

Check all that may apply.

West Coast:

6612 - Concord, CA

6522 - Gardena, CA

Central:

8280 - El Paso, TX

8156 - Laredo, TX

4712 - Houston, TX

East Coast

4041- Linden, NJ

4711- Virginia Beach, VA

8253- Jacksonville, FL

7191- Miramar, FL

Puerto Rico

4866- Kennedy, PR



III. *TYPE OF EXPORT TRANSACTION

Please select the appropriate export transaction based on the location of the Member’s business entity. If Member is a domestic (United States) business entity, then Member must select the Standard Export Transaction. If Member is a foreign business entity, then Member may select the Routed Export Transaction option and must fill out the Freight Forwarder/Agent information box.

Standard Export Transaction,

For Members with a U.S. business entity, the Member is responsible for all export compliance, including filing Electronic Export Information (EEI) in the Automated Export System (AES) or hiring an authorized U.S. agent to do so. The Member must determine and obtain any required export licenses or authorizations.

Routed Export Transaction

By placing a routed export order with Sam’s Club, Member, as the Foreign Principal Party in Interest (FPPI) hereby authorizes Sam’s Club to act as its limited authorized agent for the purpose of preparing and filing Electronic Export Information (EEI) in the Automated Export System (AES) for all shipments originating in the United States, or United States Territories, from Sam’s Club locations that participate in the Sam’s Club export program.

This authorization is granted in accordance with the Foreign Trade Regulations (15 CFR Part 30), specifically §30.3(e), and shall remain in effect until revoked in writing by the Member FPPI. The Member FPPI acknowledges that Sam’s Club, as the U.S. Principal Party in Interest (USPPI), will be responsible for providing accurate export data and complying with all applicable U.S. export laws and regulations. As such, Member shall provide Sam’s Club with accurate and timely information relating to any export transaction conducted with Sam’s Club.

The Member FPPI shall designate a separate freight forwarder for transportation services. The Member FPPI acknowledges that Sam’s Club will not provide any freight forwarding services nor designate a freight forwarding service on the Member FPPI’s behalf. This authorization applies solely to the filing of EEI and does not affect the Member FPPI’s control over logistics or delivery arrangements.

For Members with a foreign business entity, the Member must authorize a U.S. freight forwarder or agent to arrange shipment and file the EEI. The Member is responsible for determining licensing requirements and providing Sam’s Club with any required documentation.

	Freight Forwarder / US Agent #1	Freight Forwarder / US Agent #2
Company Name		
Contact name		
Contact Phone #		
Email Address:		
Address Line:		
City:		
State:		
Postal Code:		

IV. END USER STATEMENT

- Members are required to comply with all applicable export, re-export, and trade control laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and sanctions administered by the U.S. Office of Foreign Assets Control (OFAC). Members may not export, re-export, transfer, resell, or otherwise make available any merchandise: To or for the benefit of any party on any applicable government restricted persons lists, including but not limited to the U.S. Government's Specially Designated Nationals and Blocked Persons List, Denied Persons List, Entity List, Unverified List ("UVL"), or similar lists published by the European Union ("EU") or other relevant authority, as may be amended from time to time.
- To or for the benefit of any party in any countries, or territories (including but not necessarily limited to **Russia, Belarus, Crimea and Russian-occupied territories of Ukraine, Donetsk People's Republic & Luhansk People's Republic, Cuba, Iran, North Korea, and Syria**) embargoed or sanctioned under any relevant regulations as may be amended from time to time.
- For an end use or end user restricted by applicable regulations, including but not limited to: **Military End Users and Military End Uses in Belarus, Cambodia, China, Myanmar, Russia, Venezuela**, or another country subject to applicable arms embargo or other activities subject to U.S. or European Union sanctions as may be amended from time to time.
- High risk territories defined by **Sam's West Inc.** that may require additional scrutiny such as: **Afghanistan, Colombia, Iraq, Lebanon, Myanmar, Nicaragua, Pakistan, Panama, Thailand, Turkey, United Arab Emirates, Yemen**, and may be subject to additional approvals from Sam's West, Inc. as needed.
- As defined in 15 CFR 744.21(g), a "Military End User" includes the army, navy, air force, marines and coast guard, plus the national guard/police, government intelligence and reconnaissance organizations, and any person or entity whose actions or functions are intended to support a Military End Use.
- As defined in 15 CFR 744.21(f), a "Military End Use" includes: incorporation into a military item described on the U.S. Munitions List ("USML"), 22 CFR 121; incorporation into items classified under ECCNs ending in "A018" or "600-699" Export Control Classification Numbers ("ECCNs"); or any item that supports or contributes to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of military items described on the USML or items classified under ECCNs ending in "A018" or "600-699"

Members hereby confirm that it has implemented and will maintain during its commercial relationship with Sam's West Inc. adequate processes for complying with its commitments reflected herein, as well as is required to:

- Obtain any required End Use Statements or UVL Statements and provide Sam's West Inc. with copies of such statements when Sam's West Inc. is required by applicable law to obtain them.
- Indemnify and hold Sam's West Inc. harmless for any penalties, fines or forfeitures imposed on Sam's West Inc. by any governmental entity as a direct result of any failure by the Member to uphold its commitments or confirmations made in this written assurance and terms and conditions.
- Disclose any change of facts or intentions set forth by Member in this agreement terms and conditions which occurs after the agreement terms and conditions has been acknowledged, except as specifically authorized by the U.S. Export Administration Regulations (15 CFR parts 730-774)

Member confirms that neither Member, nor any of Member's ownership, employees, affiliates, subsidiaries, or third-party agents are a prohibited or blocked transacting party under any economic or trade sanctions imposed by the United States or United Nations Security Council. The making of any false statements or concealment of



any material fact in connection with this statement may result in imprisonment or fine, or both and denial, in whole or in part, of participation in U.S. exports and exports.

V. EXPORT DEFINITIONS

- USPPI: United States Principal Party in Interest
- FPPI: Foreign Principal Party in Interest
- EAR: Export Administration Regulations
- ITAR: International Traffic Arms Regulations
- Embargo: Government restriction on the export of goods, services, or currency to another country
- EEI: Electronic Export Information
- AES: Automated Export System
- Exporter: Person or organization that prepares goods for export
- NLR: No License Required
- Schedule B Number: Statistical classification codes for all domestic and foreign goods being exported from the United States
- ECCN: Export Control Classification Number

VI. ASSUMPTION OF RISK AND LIABILITY

Members assume all risk for merchandise at the point of sale. Members are responsible for secure placement, packaging, marking, labeling, placarding, and preparation of all documentation for shipment. Sam's Club is not responsible for the security or condition of merchandise during shipment or transport after the point of sale.

VII. NO WARRANTY; LOCALIZATION OF MERCHANDISE

Merchandise is provided in compliance with U.S. laws. Sam's Club makes no representation or warranty regarding compliance with the laws or regulations of any foreign country, including those relating to importation, sale, distribution, or labeling.

VIII. AUTHORIZATION FOR RESALE AND NON-EXCLUSIVITY

Subject to compliance with these Terms and all applicable laws, Members are authorized to import merchandise for resale into foreign countries on a non-exclusive basis.

IX. RETURNS

All sales are final. No returns or exchanges unless otherwise agreed in writing by Sam's Club.

X. PRICING, MERCHANDISE AVAILABILITY AND PAYMENT TERMS

Merchandise availability and pricing may change without notice. Sam's Club does not guarantee availability and may discontinue supply at any time. Full payment is required prior to the release of merchandise.

XI. MEMBERSHIP TERMS AND CONDITIONS

Some standard Sam's Club membership terms may not apply to export transactions. These Terms govern in the event of any conflict.

Intellectual Property and Promotional Materials Members may use Sam's Club proprietary brands, trademarks, or trade dress (including Member's Mark) solely to identify the brand and/or source of merchandise for informational purposes. Members may not alter or modify any Sam's Club marks without prior written consent and must comply with Sam's Club guidelines for display.



XII. Termination and Suspension

Sam's Club may terminate or suspend a member's ability to place export orders at any time for any reason, including violation of these Terms or applicable laws.

XIII. CERTIFICATION; TERM

Sam's Club may modify these Terms at any time, and updates will be effective upon posting at samsclub.com. It is the Member's responsibility to review Samsclub.com for the current Terms, and continued placement of orders constitutes acceptance of the updated Terms. Signature is required for these Terms to be effective.

*Sam's Club Member	
*Signature	
*Print Name	
*Title	
*Date	