

## PURCHASE ORDER TERMS & CONDITIONS

1. **General:** Reference herein to "Purchaser" shall mean Best Buy Purchasing LLC, its parent, subsidiaries, and affiliates, and may also be referred to with a different title, including, but not limited to "Best Buy", "Company", or "Client". Reference to "Vendor" shall mean the entity receiving this Purchase Order ("P.O.") from Purchaser and may also be referred to with a different title, including, but not limited to, "Supplier", "Service Provider", or "Seller". Reference to "Purchase Order" shall include reference to the purchase details (e.g., rate, quantity, shipment location, etc.), these Purchase Order Terms and Conditions, any accompanying documents prepared by Purchaser specifically referring to these Purchase Order Terms and Conditions, or any specifications, statements of work, quotes, plans and/or attachments hereto ("Attachments"), and any Change Orders hereto. Reference to "Purchase Order" may pertain to the purchase of goods, purchase of services, or license to access and use software.

If there is no master agreement between Purchaser and Vendor, this Purchase Order contains, and governs as, the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements, clickwrap agreements, or Supplier other on-line terms and conditions, negotiations and oral understandings, if any, and may not be amended, supplemented, or modified in any way, except in writing signed by authorized representatives of the parties hereto or pursuant to a Change Order hereto.

If there is a master agreement between Purchaser and Vendor, the master agreement (including any relevant work order(s), statement(s) of work, transaction document(s) or other contract document(s) under the master agreement) and these Purchase Order Terms and Conditions collectively comprise and govern as the entire agreement between the parties with respect to the subject matter hereof, supersede all prior agreements, negotiations and oral understandings, if any, and may not be amended, supplemented, or modified in any way, except in writing signed by authorized representatives of the parties hereto or pursuant to a Change Order. If there is any direct conflict between the master agreement and this Purchase Order and the Attachments, the order of precedence is that the master agreement takes priority, followed by the Purchase Order, followed by the Attachments.

2. **Acceptance of P.O:** The following shall be deemed effective modes of acceptance of this Purchase Order: Vendor's acknowledgement of Purchase Order, commencement of work, shipment of goods, or providing access to and use of the software. In addition, any Purchase Order that Vendor does not respond to within twenty-four (24) hours of its receipt thereof, not including weekends and nationally recognized holidays, will be deemed to have been accepted by Vendor. Any acceptance of this Purchase Order is limited to acceptance of the express terms set forth in this Purchase Order. Any proposal for additional or different terms or any attempt by Vendor to vary, in any degree, from any of the terms of this Purchase Order in Vendor's acceptance is hereby objected to and rejected. Any proposal for additional or different terms shall be deemed a material alteration, and this Purchase Order shall be deemed accepted by the Vendor without said additional or different terms.

3. **Cancellation of P.O:** **A) With Cause:** Purchaser reserves the right to cancel or terminate this Purchase Order, with cause, in whole or in part if there is: (i) any defect in workmanship or quality of the goods or services or software; (ii) any breach of Vendor's warranties or obligations to the Purchaser; and (iii) any delay or other departure from Purchaser's instructions. If this P.O. is cancelled or terminated with cause, Vendor will fully refund Purchaser for the terminated goods or services or software. **B) Without Cause:** Purchaser may cancel or terminate this Purchase Order, without cause, as to all or any goods or services or use of software which Purchaser has not received. If this P.O. is cancelled or terminated without cause, Purchaser will pay the reasonable pro-rata cost of good properly received or services / software properly provided in accordance with this Purchase Order before Vendor's receipt of Purchaser's notice of cancellation or termination. Expiration or cancellation of this Purchase Order shall not relieve Vendor of its obligation to perform all services or deliver any goods or software that were required to be performed or delivered within the beginning and ends dates or timelines set forth in this Purchase Order.

**4. Changes to P.O.:** Purchaser reserves the right at any time to change the purchase details of this Purchase Order, including, without limitation, method of shipping; time, place, and manner of delivery; and description of services /software. If such change causes an increase in costs required for Vendor to execute performance, an equitable adjustment may, at Purchaser's discretion, be negotiated. Unless otherwise contemplated herein, all such changes to this Purchase Order shall take the form of a "Change Order". The original Purchase Order and all Change Orders thereto shall constitute a single Purchase Order in the aggregate, with the same Purchase Order number.

**5. Shipment of Goods: A)** Vendor shall deliver goods Delivered Duty Paid ("DDP"), as defined in the Incoterms 2020 published by the International Chamber of Commerce, to such location designated by Purchaser. Title and risk of loss shall pass to Purchaser at Purchaser's shipping dock. Time is of the essence. Partial delivery shall not be permitted unless specifically authorized by Purchaser. All expenses, including but not limited to detention, accessorial, off-loading, etc., shall be borne by Vendor. **B)** Vendor's Bill of Lading must show P.O. number, carton numbering and total cartons per order, Vendor invoice number, freight terms, and carrier name and routing. A packing slip must accompany all merchandise and show P.O. Number, with Purchaser advised as to which carton contains the packing slip.

**6. Terms of Invoicing / Payment / Offset Rights: A)** Purchaser pays from invoice, unless otherwise designated by Purchaser, in which case, Purchaser pays as so designated; payment terms shall start, without loss of discount, at receipt of goods / services / software or receipt of invoice, whichever is later. No interest or other charge shall be recognized or paid by Purchaser upon any such Purchase Order or resulting invoice, whether claimed by reason of late payment or otherwise. **B)** Vendor's invoice must show P.O. number, Vendor invoice number, and carrier name and routing. Approved invoices for partial shipments shall detail balance to follow, or balance canceled. Back Order merchandise not shipped by completion date may be cancelled at Purchaser's discretion and at Vendor's expense. **C)** Purchaser may offset against amounts payable to the Vendor all present and future indebtedness of the Vendor to Purchaser arising from any transaction. **D)** If Vendor fails to submit to Purchaser an invoice for its goods / services / software within sixty (60) days of the performance of the services or delivery of the goods/software, then Vendor waives its right to payment from Purchaser for those goods/services/software.

**7. Return of Goods:** Purchaser shall have the right to return any goods, or cease using any software or services, at Vendor's expense, and for full credit or refund at Purchaser's option, that are: (i) in resale condition and returned to Vendor within 30 days of Purchaser's receipt; (ii) damaged, defective or otherwise nonconforming; (iii) subject to an allegation that the use of such goods, software, or services infringes an intellectual property right; or (ii) are not manufactured, packaged, or labeled in accordance with industry standards and/or all applicable laws, ordinances, rules, and regulations. In no event will Purchaser be responsible for restocking fees or similar charges.

**8. Warranties:** Vendor represents and warrants that: (i) the goods, software, or services shall be of good quality, free from defects in design, material and workmanship and conform to the samples furnished to Purchaser, if any, and all descriptions and specifications; (ii) the goods, software, or services shall be of merchantable quality and fit for the particular purpose intended by Purchaser; (iii) the services shall be performed to Purchaser's reasonable satisfaction and in a competent, workmanlike, and commercially reasonable manner; (iv) Vendor has the full right, power and authority to grant to Purchaser, and hereby grants to Purchaser, a non-exclusive, irrevocable, royalty-free, worldwide license to access and use the software or services; (v) the goods, software, or services shall conform to and function in accordance with any and all descriptions and specifications; (vi) the Vendor shall comply with all applicable laws, rules, ordinances, Executive Orders, and regulations relating to the provision of goods, services, or software hereunder; (vii) the prices offered to Purchaser are the lowest offered to any customer of Vendor and that all benefits and/or allowances offered to any other customer of Vendor will be offered to Purchaser; and (viii) Vendor will at all times comply with Purchaser's policies and procedures located at <https://partners.bestbuy.com> (or its successor sites).

**9. Indemnification:** Vendor will indemnify, defend, and hold Purchaser harmless from and against any and all claims, actions, liabilities, losses, costs and expenses, including but not limited to attorney's fees, arising from or in connection with: (i) Vendor's breach of its obligations or representations and warranties to Purchaser; (ii) an allegation that the goods, services, or software infringe upon any other third party proprietary right; (iii) claims

that the goods, services, or software, or use thereof, caused personal injury, death, or real or personal property damage; (iv) the negligence or other acts or omissions of Vendor, its officers, employees, agents and contractors, in the performance of this Purchase Order.

**10. Insurance:** Vendor shall procure and maintain sufficient insurance coverage types and amounts to enable Vendor to meet all obligations and duties under this Purchase Order and at law. Such insurance will include, but not be limited to coverage for loss, damage or claims arising from contractual liability, personal injury and property damage, automobile liability, workers' compensation, products liability and intellectual property infringement.

**11. Confidentiality:** Confidential Information of Purchaser includes: (i) This Purchase Order, (ii) any information marked as confidential, (iii) any information, regardless of form (written/electronic/oral) or marking, which is of the nature that a reasonable person would understand its owner would not want it disclosed to the public, (vi) any document or data transaction between the parties; (v) matters of a technical nature such as trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results, (vi) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and marketing concepts, plans or strategies, (vii) matters relating to project initiatives and designs, and (viii) matters of a human resources nature such as employment policies and practices, personnel, including individual names, addresses, and telephone numbers, compensation and employee benefits. Vendor agrees not to disclose Confidential Information, except to employees or third parties subject to a similar confidentiality agreement who have a need to know to perform their responsibilities to Purchaser. Vendor shall exercise due care and implement commercially reasonable procedures to protect and maintain the security of Confidential information. Vendor's use of Purchaser's Confidential Information shall at all times comply with Purchaser's Vendor Privacy and Security Policy located at <http://partners.bestbuy.com> (or its successor sites).

**12. Proprietary Rights:** Vendor agrees to assign and hereby does assign to Purchaser all of Vendor's right, title and interest including, but not limited to, the right to secure copyright, patent or trademark protection, in all concepts, ideas, materials, proposals, prototypes, advertising and promotional material, copy, graphics, themes, strategies, inventions, computer software programs, files, specifications, and any documentation related thereto which are produced in connection with services provided pursuant to this Purchase Order by Vendor.

**13. Miscellaneous:** This Purchase Order and any right or obligation of performance hereunder is not assignable or delegable by Vendor without the prior written consent of Purchaser. Invalidity in whole or in part of any term of this Purchase Order shall not affect validity of any other terms. No express waiver shall operate beyond the express terms thereof, nor waive the same provision at any future date. Purchaser's right to require strict observances or performance of each of the terms and provisions hereof shall not be affected by concurrent waiver of any other terms, or by any previous waiver, forbearance, or course of dealing. All rights and duties under this Purchase Order, including contracts arising therefrom, shall be governed in accordance with applicable Federal laws and/or laws of the State of Minnesota. Any suit of either party against the other arising from this Purchase Order shall be brought in a state or federal court in Hennepin County, Minnesota. The relationship between the parties is non-exclusive and shall be that of independent contractor. Nothing herein shall be construed as creating or constituting the relationship of employer/employee, franchiser/franchisee, principal/agent, partnership, or joint venture between the parties. Rights and remedies available to Purchaser hereunder shall be in addition to and not a limitation of rights and remedies otherwise available to Purchaser by law, including the Uniform Commercial Code. Without the prior express written consent of Purchaser, Vendor shall not: use Purchaser's trademarks, trade names, and service marks; make any public announcements regarding this Purchase Order; or in any way list or identify Purchaser as a reference for Vendor's goods or services or software.