

The USA-Buyers eProcurement Marketplace

PARTICIPATING BUYER AGREEMENT

Welcome to the USA-Buyers eProcurement Marketplace!

This electronic marketplace will enable you to purchase goods and services efficiently and competitively over the Internet from a nationwide listing of vendors. This marketplace is operated by International eProcurement, LLC (“IE”).

The USA-Buyers Marketplace will provide the ability, among other things, to solicit and receive bids and proposals, make awards, and help manage your vendors, all via the internet. It will also allow you to extend your bid outreach to thousands of additional vendors when you feel it is needed.

In using this marketplace, it is important that you understand the nature of the marketplace and certain terms and conditions that govern its use. Your acknowledgment of this agreement and your subsequent use of this site constitute your agreement to these terms and conditions, which are stated below.

TERMS AND CONDITIONS OF USE

In using this site, you (buying entity and individual authorized user) agree to the following:

Conduit Services Only. The USA-Buyers Marketplace provides only an Internet conduit through which you may communicate your procurement needs to potential vendors, for vendors to respond to your requests for quotations, bids or proposals, and for you issue post bid deadline notices and awards in an electronic format. You understand, however, that this site operates only as a venue for entering into these transactions and that the participating vendors are neither owned nor controlled by IE.

Accordingly, IE makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating vendors. You must conduct your own inquiries concerning the qualifications and reputation of vendors, just as you would when using a paper-based procurement marketplace and you must look only to the vendors with whom you choose to transact business for performance of any agreements with them.

Vendor Representations and Warranties. IE does not verify or vouch for the information supplied or representations made by vendors on this site and make no warranty of any kind to you concerning any vendor or any goods or services offered by any vendor using this marketplace to IE and is not verified by

IE. You must look solely to the vendor with respect to any vendor-supplied information, representations and warranties. Therefore: 1) IE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING BUYER AND A VENDOR, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) IE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY VENDOR, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, RELIABILITY, OR AVAILABILITY, TIMELINESS OF DELIVERY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A VENDOR.

Coded Access. The USA-Buyer eProcurement Marketplace is available only to buying entities located geographically within the USA. Accordingly, access to the marketplace is limited to buyers having assigned access codes and passwords. In addition, only authorized personnel who hold individual authorization codes may make purchases on the marketplace. You agree not to divulge your access code, password or any individual authorization code to anyone outside of your buying entity. If you allow either code or password to fall into the hands of an unauthorized person, IE has no way of detecting unauthorized use of your codes and is not responsible for such unauthorized use of the marketplace. PLEASE SAFEGUARD YOUR ACCESS AND AUTHORIZATION CODES. Unauthorized users of this marketplace may be subject to both civil and criminal prosecution under state and federal law.

Availability and Operation of the Site. While every effort will be made to keep the site operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree that the services provided on this site are provided as is and that neither you nor your buying entity will have any claim against IE as a result of any non-availability of the site at a particular time or times or any failure of the marketplace to operate as intended.

Buyer Responsibility. You understand and agree that you assume full and sole responsibility for the use of this site. If you are dissatisfied with any aspect of this site or the services it provides, your sole remedy is to cease using the site. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST IE, IN CONNECTION WITH THE USA-BUYERS EPROCUREMENT MARKETPLACE OR YOUR USE OF THIS MARKETPLACE.

Information You Provide. You agree that any information you provide about yourself or your buying entity when registering to use the USA-Buyers Marketplace or subsequent to registration is true, accurate, current, and complete. You will also maintain and update that information to ensure that it remains true, accurate, current and complete. If IE suffers any claim or incurs any liability as a result of information entered into the site by users of your buying entities' account, your buying entity will indemnify IE against such claim or liability including costs and attorney's fees incurred in defending against it.

Security. IE uses industry-standard security measures, including encryption, to safeguard any information you may provide to us on our website. Your buying entity has the responsibility to manage

your internal security by safeguarding your passwords and establishing your own internal security procedures, as you would for paper procurements, to assure the proper use of the marketplace. In the event of any compromise in the security of the marketplace, you agree to immediately report the same to IE and a new password will be assigned for your use. However, please remember that perfect security does not exist on the Internet, and IE does not and cannot guarantee that information will in all cases remain secure.

Responsibility for Procurement Activities. You agree that the full responsibility for the procurement process lies with your buying entity. It is solely your responsibility when using this marketplace to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the purchase of goods or services by your buying entity. IE shall have no responsibility for ensuring that purchases of goods or services using this marketplace will comply with such laws, ordinances, regulations, and policies. As in a paper transaction of solicitation and contracting, the buying entity, in using the marketplace, has the responsibility solely and exclusively for the procurement including, but not limited to, the following:

- Determining the buying entity needs

- Preparing the specifications

- Preparing and assuring the completeness of the solicitation for bids, quotes, or proposals

- Evaluating the vendors

- Selecting the best qualified bids or proposals

- Compliance with all applicable legal requirements

- Establishing the terms and conditions of the contract

- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract.

- Maintaining the security and integrity of the procurement process

Disclosure of Fees. There are fees for utilizing certain services of the USA-Buyers eProcurement Marketplace. There is a Fee Information Page provided prior to registration that describes the potential benefits and charges related to the use of the Marketplace to conduct business. Vendors also may elect to pay for additional services which will include interaction with other buying entities, however Vendors who choose just to do business with you will incur no charges for utilizing the marketplace. The Vendor also has a Fee Information Page during their registration. The design, maintenance and operation of the marketplace do require substantial costs and investment. It is anticipated that the efficiency of the marketplace along with expanding your bidders list will result in more competitive prices submitted for

your goods and services. This along with providing increase opportunities for vendors who wish to market to more than one buyer, will easily cover any fees related to usage of the Marketplace by either Buyer or Vendor.

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Non-persistent cookies are used during a particular session, but are not stored on your computer’s hard drive when the session is over. The information is stored only temporarily and is used primarily for technical reasons such as ease of navigation, authentication of passwords, placing samples in a shopping cart, and so on. *We do use non-persistent cookies to enhance your visit to this site; these cookies disappear automatically as soon as you end your session.*

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You may choose to send personally identifying information to other sites you have linked to through our site. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

Reselling or Transfer. You agree not to resell or transfer your right to use the USA-Buyers eProcurement Marketplace to anyone, and you will not allow your access code or password to be used by any other

buying entity or unauthorized person. If another person using your access code or password uses the marketplace, your buying entity will be legally responsible for any contract or liability that may result from the use of your access code or password.

Access to Internet.You agree that in order to use this marketplace you must: 1) provide and pay for your own access to the Internet, and 2) provide all equipment necessary for you to make the connection to the Internet.

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use of the USA-Buyers eProcurement Marketplace, be required to acknowledge and agree to the amendment. IE may also make changes to the fees charged by the marketplace. If any fee is changed a thirty (30) day notice will be given via email.

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