



UNITED RECYCLERS GROUP LLC
BY RECYCLERS | FOR RECYCLERS

5353 WILLIAMS DRIVE, STE 105 GEORGETOWN, TX 78633

TELEPHONE: 303-367-4391 FAX: 303-367-4409

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AMAZON PLATFORM ACCESS AGREEMENT

Effective the date indicated below (the "Effective Date"), the below-named seller ("Seller") and United Recyclers Group, LLC ("URG"), with offices at 5353 Williams Drive Suite 105, Georgetown, TX 78633 agree as follows:

- A. URG has established a relationship (the "Relationship") with Amazon.com, Inc. ("Amazon") under which Members of URG may market their automobile parts ("Parts") on websites owned or operated by Amazon (the "Parts Platform") and made available through URG's application program interface with the Parts Platform (the "API").
- B. Seller is a URG Member and desires to market its Parts through the Parts Platform subject to this Agreement and Seller's separate agreement with Amazon ("Amazon Agreement").

I. Seller Responsibilities: Seller must:

- (1) enter into, and fully perform under, the Amazon Agreement with Amazon, including timely payment in full, directly to Amazon, of all fees then in effect for use of the Parts Platform under Amazon's standard payment terms;
- (2) market and promote all Parts for sale on the Parts Platform under a URG or original equipment manufacturer label;
- (3) images uploaded must accurately represent the product. Images of the parts should be taken of a clean part, off of the vehicle and with a pure white background;
- (4) provide a 90-day Parts-only no-questions-asked warranty to all customers that includes prompt replacement of parts subject to a warranty claim at no charge;
- (5) drain all fluids from, power wash, and wrap all sold Parts before shipment;
- (6) ship all Parts in high-quality shipping container or box or, if applicable, shrink-wrapped on a high-quality pallet;
- (7) provide Parts purchasers a free shipping option on all parts, although Seller may add shipping costs incurred by Seller to the Parts price when setting the price listing on Amazon;
- (8) satisfy Amazon's delivery expectations, as revised from time to time (currently available at <https://sellercentral.amazon.com/gp/help/201633660>);
- (9) comply with Amazon's communication guidelines, as revised from time to time (currently available at: https://sellercentral.amazon.com/gp/help/help.html?itemID=G1701&language=en_US&ref=ag_G1701_cont_521); and
- (10) cooperate, at its own expense, with URG in resolving any technical difficulties in the use of the Parts Platform, and in URG's investigation of any negative reviews of URG or Seller, as contemplated below; and



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(11) as consideration for access to the Parts Platform through the API, pay URG a "Platform Access Fee" equal to 5% of the sales price billed for each Part purchased (exclusive of taxes and shipping charges) through the Parts Platform plus 5% of the sales price billed for each Part purchased through Seller's autopartsearch.com account, not to exceed \$300 per month. Seller's payment of the Platform Access Fee to URG for sales of Parts made in a calendar month must be made, via ACH or credit card, on or before the date 10 days after the first date of the immediately following month. Payments not timely made incur a late payment fee of 1% per month on any amounts not timely paid.

In furtherance of Seller's responsibilities under (2) above, URG hereby grants Seller a limited, non-exclusive license, non-transferable, right and license during the term of this Agreement, to affix URG's logo and name to any marketing, promotional, and sales literature for Seller's Parts marketed and sold through use of the API and the Parts Platform.

II. URG Responsibilities: URG must make reasonable effort to:

- (1) update Seller's central account with URG with information regarding Seller's Parts as provided by Seller from time to time; and
- (2) maintain the API and resolve any technical difficulties encountered by Seller in accessing the Parts Platform through the API, and cooperate with Seller in timely resolving those technical difficulties.

URG has no responsibility for: (a) except to the limited extent provided in (1) immediately above, the accuracy or integrity of the information regarding Seller's Parts or in Seller's central account; or (b) the operation, maintenance, or support of the Parts Platform, Amazon's or Seller's performance under the Amazon Agreement, or Amazon's policies or procedures.

III. URG Rights: URG may:

- (1) investigate any negative reviews of URG or Seller communicated to or through Amazon by a purchaser of Parts and, if deemed appropriate by URG in light of that investigation, terminate Seller's use of the API and access to the Parts Platform;
- (2) upon 30 days' notice to Seller, terminate Seller's use of the API and access to the Parts Platform for:
 - (a) Seller's breach of this Agreement or the Amazon Agreement that is not cured to URG's satisfaction before the end of that 30-day period;
 - (b) negative review(s) of Seller or the quality of its Parts, or Seller's actions or failures to act under this Agreement or the Amazon Agreement; and
- (3) without notice to Seller, discontinue or terminate the Relationship and the consequent access to the Parts Platform, or suffer Amazon's termination or discontinuation of the Relationship and access to the Parts Platform, all with liability or obligation to Seller.

IV. Termination: In addition to any rights of termination set forth elsewhere in this Agreement, either party may terminate this Agreement on 30 days' written notice to the other



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V. Disclaimer of Warranties; Limitation of Liability:

URG MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT WITH RESPECT TO THE API, THE PARTS PLATFORM (AND ANY HARDWARE ON WHICH THE API OR PARTS PLATFORM RESIDES OR OPERATES), THEIR AVAILABILITY OR PERFORMANCE OR OPERABILITY OR OF ANY SOFTWARE SUPPORTING THEIR OPERATION,. URG MAKES NO, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANT THAT: (A) THE API MEETS SELLER'S REQUIREMENTS; OR (B) THE OPERATION OF THE API OR PARTS PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE OR THAT URG CAN OR WILL CORRECT ALL ERRORS. URG WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS THAT SELLER OR SELLER'S PURCHASERS MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING UPON THIS AGREEMENT, IN CONTRACT OR IN TORT, EVEN IF URG HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. EXCEPT WITH REGARD TO URG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM AMOUNT OF URG'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE CUMULATIVE FEES PAID FOR THE 12 CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO DAMAGES OR CLAIMS HEREUNDER.

VI. Dispute Resolution.

The parties will make all reasonable efforts to resolve disputes by face-to-face, good faith negotiations between senior executives. If those negotiations fail to resolve a dispute, the parties will seek resolution through mediation by an independent and neutral third party selected by the parties, or selected by independent nominees of each party. The mediation must be conducted within 20 days after the date a party requests mediation and must take place in Williamson County, Texas. The mediation will be conducted under rules agreed upon by the parties or, if no such agreement is reached in 5 business days, in accordance with the International Institute for Conflict Prevention and Resolution Model Procedure for Mediation of Business Disputes. If the mediation fails to resolve the matter within 5 business days of the mediation, except as otherwise provided herein, all disputes arising out of or related to this Agreement then will be submitted to final and binding arbitration before a single arbitrator in Williamson County, Texas in accordance with the Texas Arbitration Act, Tex. Civ. Prac. & Rem. Code Ann. § 171 et seq. as amended from time to time. THE PARTIES AGREE TO WAIVE AND HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. If the parties cannot agree to an arbitrator within 5 business days after service of a Demand for Arbitration, then the arbitrator will be appointed by the presiding civil judge of a Texas District Court seated in Williamson County. The prevailing party in the arbitration and any related court proceedings will be entitled to recover reasonable attorney's fees, costs, and expenses, including fees paid to the arbitrator. The arbitration award may be entered as a judgment in any court of competent jurisdiction. The Texas District Courts seated in Williamson County will have exclusive original jurisdiction of all court proceedings relating to the arbitration.

VII. Notices.

All notices under this Agreement must be in writing and will be deemed effectively made or given to the party to be notified: (a) upon personal delivery; (b) if sent by confirmed electronic transmission, at the date and time of



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transmission as indicated on the received transmission if sent during normal business hours of the notified party, or if not, on the next business day; (c) 3 days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices must be delivered to the other party at the address or email indicated below or at another address and email as that party may designate by 10 days' advance written notice under this Paragraph to the other party.

VIII. No Third-Party Beneficiaries.

None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. The Agreement is made for the sole benefit of the parties hereto and no other person or entity is intended to, or has, any rights or benefits hereunder, whether as a third-party beneficiary or otherwise.

IX. Rules of Interpretation.

The term "include" (and conjugated verb or cognate noun forms) means "to include without limitation" and "to include but not limit to," regardless of whether the words "without limitation" or "but not limited to" or their equivalent actually follow it. The headings of the various Sections of this Agreement are solely for the convenience of the parties, do not form a part of this Agreement and are not intended to affect its interpretation or meaning or to define, limit, extend or describe its scope or intent. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to this Agreement. Paragraphs A and B are above are integral to this Agreement, and all references in this Agreement to "Agreement" or "this Agreement" encompass those paragraphs.

X. Miscellaneous.

The Agreement will be construed and enforced under Texas laws without regard to those principles of Texas law concerning the conflict of laws. This Agreement represents the entire agreement of the parties relating to its subject matter; any and all contemporaneous and prior oral and written understandings and agreements with respect to that subject matter are superseded by this Agreement. Delivery of an executed counterpart signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve its original graphic and pictorial appearance, will have the same force and effect as physical delivery of the original paper document bearing the original signature. This Agreement is legally binding upon the undersigned, their successors, and assigns. URG may assign this Agreement upon written notice to Seller. Seller may not assign this Agreement, in whole or in part, or by operation of law or otherwise, without URG's prior written consent. URG's consent to, or express or implied waiver of, Seller's breach will not be deemed to be, or construed as, a consent to, or waiver of, any other breach of the same or any other obligations of Seller whenever occurring. No amendment, consent, or waiver is effective for any purpose unless it is in a writing allowed for giving notice under this Agreement, and that writing is signed, or otherwise confirmed, by the party granting that consent or waiver or entering into that amendment.



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UNITED RECYCLERS GROUPS, LLC

By: _____
Donald C Porter, CEO

Effective Date: _____

Email: _____

SELLER

Name of Seller: _____

By: _____
Name, Title

Address: _____

Email: _____