Newegg Business VAR Partner Program

Member Terms and Conditions

Effective Date: September 16, 2026

RECITALS

These Member Terms and Conditions (the **"Agreement"**) govern the relationship between Newegg Business Inc., a Delaware corporation with its principal place of business at 21688 Gateway Center Drive, Suite 300, Diamond Bar, CA 91765 (**"Company"**), and the entity identified in the Partner Application Form (**"Partner"**) with respect to participation in the Company's Newegg Business VAR Partner Program, a value-added reseller (**"VAR"**) partner program (the **"Program"**). By submitting a Partner Application Form, or by purchasing products under the Program, Partner agrees to be bound by this Agreement in its entirety.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"Approved Products" means finished computer systems, tower servers, configurable systems, computer system components, networking equipment, peripherals, and software licenses listed in the Company's current product catalog, as updated from time to time at the Company's sole discretion.

"Configurable Products" means systems or assemblies that Partner may specify within the configuration options made available by the Company, including selection of processors, memory, storage, graphics, and chassis options.

"Components" means discrete hardware parts, modules, and accessories sold individually, including but not limited to CPUs, GPUs, RAM modules, storage drives, power supply units, and motherboards.

"Member Portal" means the Company's secure online platform through which Partners access pricing, submit purchase orders, track shipments, and submit service requests.

"OPC Inventory" means Newegg-owned inventory held by the Company for its own account, and expressly excludes marketplace and third-party seller inventory.

"Program Period" means the rolling, trailing twelve (12)-month period used by the Company to measure a Partner's Qualifying Purchases for purposes of determining Tier.

"Tier" means the membership classification (Authorized, Preferred, or Elite) assigned to Partner based on Qualifying Purchases, as described in Section 3.

"Qualifying Purchases" means Partner's verified net purchases of Approved Products during the applicable Program Period, exclusive of taxes, freight, and returned or credited amounts.

2. ELIGIBILITY AND APPLICATION

2.1 Eligibility Requirements

The Program is open to United States-based businesses that purchase Approved Products for resale to, or integration into solutions for, their own customers, including value-added resellers (VARs), managed service providers (MSPs), systems integrators, and IT consultants and service providers. To be eligible for participation in the Program, an applicant must satisfy all of the following conditions:

- Be a validly organized legal entity (corporation, LLC, or partnership) in good standing under the laws of its jurisdiction of formation;
- Hold all business licenses, permits, and authorizations required by applicable law to engage in the purchase and resale of computer hardware and systems;
- Maintain an active business website identifying the services the applicant offers;
- Hold a valid resale certificate or seller's permit issued by any U.S. state;
- Maintain a bona fide commercial presence and a demonstrable customer base for the resale of, or integration of, technology products;
- Not be, at the time of application or at any time during participation, subject to any bankruptcy, insolvency, receivership, or similar proceeding;
- Not be listed on any U.S. government denied-party, debarment, or sanctions list, including without limitation lists maintained by OFAC, BIS, or DDTC; and
- Agree to all terms of this Agreement without modification.

2.2 Application Process

Applicants must submit a completed Partner Application Form, together with supporting documentation requested by the Company, which shall include, at minimum: (i) a link to the applicant's active business website identifying the services offered; and (ii) a copy of a valid resale certificate or seller's permit issued by any U.S. state. The Company's B2B team will review complete applications within three to five (3–5) business days. The Company reserves the right, in its sole and absolute discretion, to accept or reject any application without obligation to provide reasons for rejection. Admission to the Program is not guaranteed.

2.3 Partner Representations

By submitting an application and upon each purchase under the Program, Partner represents and warrants that:

- All information provided in the application is true, accurate, complete, and not misleading;
- Partner has the legal authority to enter into and perform its obligations under this Agreement;
- Partner will comply with all applicable laws, including export control laws, consumer protection laws, and regulations governing the resale of electronic products; and
- Partner will not use Approved Products for any prohibited purpose, including export to restricted countries or end-users without required government authorization.

2.4 Acceptance and Onboarding

Upon acceptance of an application, the Company will notify Partner in writing (including by email) and provide access to the Member Portal. Partner's participation in the Program shall be conditioned upon completion of all onboarding steps specified by the Company, including submission of required tax documentation.

3. MEMBERSHIP TIERS AND BENEFITS

3.1 Tier Structure

The Program comprises three (3) membership tiers — Authorized, Preferred, and Elite — determined by Partner's verified Qualifying Purchases of Approved Products during the Program Period, a rolling trailing twelve (12)-month measurement period. The Company may, in its sole discretion, adjust tier thresholds or benefit allocations upon sixty (60) days' written notice to Partners.

Benefit	Authorized	Preferred	Elite
Preferred Inventory Access	✓	✓	✓
Warranty / RMA Assistance	✓	✓	✓
Quote Support	✓	✓	✓
Financing (Credit Key - subject to approval)	✓	✓	✓
Payment Terms — Net 30 (subject to approval)	✓	✓	✓
Sales & Technical Training	—	✓	✓
Dedicated Partner Support	—	✓	✓
Co-Marketing Tools	—	—	✓
VIP Experiences	—	—	✓

** Elite Partners begin at Net 30. Extended terms beyond Net 30 ("Net 30+") may be made available at the Company's discretion, subject to credit approval and any additional requirements outlined in Section 3.9.*

3.2 Tier Thresholds

Tier placement is determined by Qualifying Purchases during the Program Period, measured on a rolling, trailing twelve (12)-month basis as calculated by the Company from time to time, as follows:

- Authorized: Qualifying Purchases of less than $200,000;
- Preferred: Qualifying Purchases of $200,000 up to $1,000,000; and
- Elite: Qualifying Purchases greater than $1,000,000.

3.3 Benefit Definitions

For purposes of this Agreement, the benefits referenced in Section 3.1 are defined as follows:

Benefit	Description
Preferred Inventory Access	Ability to reserve on-hand units and inbound allocation against a specific customer project, subject to approval and availability.
Warranty / RMA Assistance	Dedicated RMA handling with priority turnaround, plus support managing warranty claims and manufacturer coordination.
Quote Support	Fast quotes and project pricing prepared by a dedicated account executive.
Financing (Credit Key)	Third-party financing provided by Credit Key, subject to Credit Key's own approval and terms. The Company does not extend credit directly.
Sales & Technical Training	Product and sales training covering Approved Products.
Payment Terms	Invoice payment terms of Net 30, subject to credit approval through the standard B2B Net Terms process. Any extended terms remain subject to the Company's approval.
Dedicated Partner Support	A named point of contact managing the Partner's day-to-day account needs.
Co-Marketing Tools	Marketing assets and co-marketing support, licensed solely for promoting Approved Products.
VIP Experiences	Eligible partners may receive access to exclusive Newegg experiences, partner events, and select community activation opportunities. In the future, select partners may be offered complimentary access to the Newegg GamerZone to host branded or co-branded events, subject to availability and approval.

3.4 Initial Tier Assignment and Launch-Phase Placement

Partners admitted to the Program will initially be assigned to the Authorized tier, and, except as provided below, tier placement will thereafter be re-evaluated on a rolling basis based on actual Qualifying Purchases, as described in Section 3.5.

Launch-Phase Placement. During the first twelve (12) months following Program launch, the Company may, in its sole discretion, assign or promote a Partner directly to the Preferred or Elite tier based on the Partner's projected Qualifying Purchases, committed customer pipeline, or strategic value, notwithstanding the entry-tier default above.

Mid-Period Promotion. The Company may promote a Partner to a higher Tier at any time where the Partner's actual or projected purchasing warrants, without waiting for a periodic review. Tier downgrades will not take effect until the next periodic review except as expressly provided in this Agreement.

3.5 Tier Review

On a periodic basis, and no less frequently than annually, the Company shall calculate Partner's Qualifying Purchases over the then-current Program Period and notify Partner in writing of its Tier assignment. Tier upgrades and downgrades shall take effect on the date of such notice. The Company reserves the right to conduct interim reviews and adjust tier placement if Partner's purchase activity materially deviates from expectations, subject to prior written notice.

3.6 Benefit Delivery and Limitations

Benefits described in Section 3.1 are subject to the following:

- Sales & Technical Training and Warranty / RMA Assistance may be provided in whole or in part by, or in coordination with, participating manufacturers and are subject to each manufacturer's own scheduling, availability, and program terms; the Company does not guarantee manufacturer participation at any Tier;
- Financing (Credit Key) and Payment Terms are subject to credit approval as set forth in Sections 3.8 and 3.9 and may require separate documentation;
- Co-Marketing Tools are licensed to Partner solely for use in marketing and promoting Approved Products and may not be modified, sublicensed, or used in a manner that misrepresents the Company or its manufacturers; and

Except with respect to inventory expressly reserved and confirmed under Section 3.7, Tier membership does not guarantee product availability, allocation quantities, lead volume, or delivery timelines. The Company reserves the right to allocate Approved Products, leads, and program resources among Partners in its sole discretion, subject to supply, demand, and manufacturer program conditions.

3.7 Preferred Inventory Access

Preferred Inventory Access allows Partners to request a reservation of on-hand units or inbound allocation against a specific, identified customer project. The following applies:

- Inventory reservation applies to eligible Newegg-owned (OPC) Inventory only, subject to availability and confirmation by the Partner's Newegg sales representative. Marketplace and third-party inventory are not eligible;
- Each reservation — including the eligible items, quantity, reservation period, and any required deposit — is confirmed on a case-by-case basis between the Partner and its Newegg sales representative;
- Once the Company confirms a reservation in writing, the Company will hold the reserved units for the agreed reservation period in accordance with the terms of the confirmation, notwithstanding the general limitations in Section 3.6;
- An inventory reservation holds units for the Partner but does not guarantee or lock pricing, which is determined at the time of order. The Company guarantees the allocation of the reserved units for the reservation period; it does not guarantee the price of those units, which remains subject to the Company's pricing in effect at the time the Partner places its order; and
- A confirmed reservation is subject to the cancellation terms set forth in Section 4.7.

3.8 Financing (Credit Key)

Financing under the Program is provided by Credit Key, a third-party financing provider, subject to Credit Key's own application, approval, and financing terms. The Company does not extend credit directly and is not a party to, and bears no liability under, any financing arrangement between Partner and Credit Key. Approval, credit limits, and terms are determined solely by Credit Key.

3.9 Payment Terms and Net Terms Eligibility

Invoice payment terms are available only to Partners approved under the Company's standard Net Terms program and are subject to credit approval. Partners apply for and are approved for Net 30 terms through the Company's standard NeweggBusiness B2B Net Terms application and approval process. Approved Partners begin at Net 30. Any extended payment terms beyond Net 30 (“Net 30+”) may be made available solely at the Company's discretion and remain subject to credit approval and a Partner's purchasing history with the Company. Net Terms eligibility requires, at minimum: (i) a valid DUNS number; (ii) a business email domain; and (iii) a business that has been established for at least one (1) year. Extended terms beyond Net 30 additionally require at least one (1) year of purchasing history with the Company. Nothing in this Agreement commits the Company to any specific payment term beyond Net 30, and payment terms may be reduced, suspended, or revoked at the Company's discretion for any account that becomes delinquent or fails to maintain eligibility.

3.10 Transferability

Tier benefits are personal to Partner and may not be transferred, assigned, or shared with third parties, including affiliated or subsidiary entities, without the Company's prior written consent.

4. PRODUCT WARRANTIES, RETURNS, AND RESERVATION CANCELLATIONS

4.1 Manufacturer Warranty

Except as expressly set forth in Section 4.3, the Program does not provide any independent warranty. All Approved Products sold under the Program carry only the applicable manufacturer's warranty, consistent with standard NeweggBusiness practice; the Company does not warrant Approved Products independently. Products offered on NeweggBusiness generally carry at least a one (1)-year manufacturer warranty, and often longer (typically up to three (3) years). Warranty coverage and duration vary by item; Partner and its end customers should refer to the applicable product/item page or contact the Partner's sales representative for specifics. Partner is responsible for communicating applicable manufacturer warranty terms to its end-use customers.

Certain product categories are covered by the manufacturer's warranty only — including, without limitation, drones, server components and systems, selected printers and scanners, ABS refurbished desktops, and other special or designated items. For these items, Partner should refer to the applicable product terms and conditions or contact the manufacturer directly.

4.2 Warranty / RMA Assistance

Where made available as a Tier benefit under Section 3.1, Warranty / RMA Assistance consists of the Company's dedicated handling of return merchandise authorizations ("RMAs") with priority turnaround, together with the Company's support in managing warranty claims, coordinating replacements, and liaising with manufacturers on Partner's behalf. Warranty / RMA Assistance does not constitute an independent warranty or a guarantee of claim approval, which remains subject to the applicable manufacturer's or warranty provider's determination.

4.3 Company Limited Warranty for Configurable Products

For Configurable Products assembled by the Company, the Company provides the following limited warranty:

- Workmanship Warranty: Ninety (90) days from the date of shipment against defects in assembly or integration workmanship. This warranty does not cover component-level defects, which remain subject to the applicable manufacturer warranty;
- Dead-on-Arrival (DOA) Policy: Products that are non-functional upon receipt must be reported to the Company within five (5) business days of delivery. Upon verification, the Company will, at its option, repair, replace, or issue a credit for the defective unit; and

- This limited warranty is void if: (i) the product has been opened, modified, or repaired by any party other than an authorized service provider; (ii) damage results from misuse, accident, neglect, or improper installation; or (iii) serial numbers or warranty labels have been removed or altered.

4.4 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 4.2 AND 4.3, THE COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. PARTNER ASSUMES ALL RISK WITH RESPECT TO THE QUALITY, PERFORMANCE, AND SUITABILITY OF APPROVED PRODUCTS FOR PARTNER'S INTENDED USE.

4.5 Returns — Eligible Products

Returns of Approved Products are subject to the following conditions:

- Finished Products and Components: Returns may be requested within thirty (30) calendar days from the date of shipment, subject to the Company's issuance of a valid RMA number. No return will be accepted without a valid RMA number prominently displayed on the outer packaging;
- Configurable Products: Configurable Products assembled to Partner's specifications are non-returnable and non-refundable once assembly has commenced, except in the case of a confirmed DOA unit as described in Section 4.3 or as required by applicable law; and
- Special Orders: Products procured specifically at Partner's request that are not part of the Company's standard inventory are non-returnable under any circumstance.

4.6 Return Conditions

To be eligible for a return, Approved Products must:

- Be in original, undamaged, unmodified condition with all original packaging, accessories, documentation, and serial number labels intact;
- Not have been installed, configured, or placed into service;
- Be accompanied by proof of purchase and the valid RMA number; and
- Be received by the Company within fifteen (15) calendar days of RMA issuance.

Products returned outside of these conditions may be rejected or subject to a restocking fee of up to twenty-five percent (25%) of the original invoice value, at the Company's discretion.

4.7 Cancellation of Confirmed Inventory Reservations

Where a Partner has requested and the Company has confirmed a Preferred Inventory Access reservation under Section 3.7, the following applies:

- A confirmed reservation may be cancelled by the Partner without charge if written notice of cancellation is received by the Company at least ten (10) business days prior to the scheduled fulfillment or ship date;
- If the Partner cancels a confirmed reservation fewer than ten (10) business days prior to the scheduled fulfillment or ship date, or fails to issue a purchase order for the reserved units within the reservation period, the Partner shall be responsible for a non-refundable cancellation fee equal to fifteen percent (15%) of the reserved units' net invoice value (the "Reservation Cancellation Fee");
- The Reservation Cancellation Fee compensates the Company for holding inventory against other demand, is distinct from a product return, and is in addition to and separate from the restocking fee described in Section 4.6, which applies only to returns of purchased product; and
- The Company may require a deposit at the time a reservation is confirmed, which may be applied against the Reservation Cancellation Fee or the purchase price of the reserved units, as applicable.

4.8 Return Shipping

Partner is responsible for all costs associated with return shipping, including freight, insurance, and duties, unless the return is due to a Company shipping error or a confirmed defect covered under the warranty in Section 4.3. The Company recommends use of a trackable, insured shipping method. The Company bears no liability for products damaged or lost during return transit.

4.9 Refunds and Credits

Upon acceptance of a return and verification of product condition, the Company will, at its option: (i) issue a credit to Partner's account, (ii) provide a replacement unit of equal or equivalent specification, or (iii) issue a refund to the original payment method. Refunds, where applicable, will be processed within fifteen (15) business days of return acceptance. The Company will not refund original shipping charges unless the return is due to Company error.

4.10 Limitation of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PROGRAM, OR ANY APPROVED PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL NET PURCHASE PRICE PAID BY PARTNER TO THE COMPANY IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

5. GENERAL TERMS

5.1 Term

This Agreement shall commence on the date of Partner's acceptance into the Program and shall continue for an initial term of one (1) year, automatically renewing for successive one-year terms unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Either party may also terminate this Agreement for convenience upon thirty (30) days' written notice.

5.2 Compliance with Laws

Partner shall at all times comply with all applicable federal, state, local, and international laws and regulations, including but not limited to export control laws (EAR, ITAR), anti-bribery laws, consumer protection laws, and regulations governing the resale and disposal of electronic equipment.

5.3 Amendments

The Company reserves the right to modify this Agreement at any time by providing Partner thirty (30) days' prior written notice (including by email or Member Portal notification). Partner's continued participation in the Program following the effective date of such modification constitutes acceptance of the modified terms. If Partner does not accept a modification, Partner must provide written notice of termination prior to the modification's effective date.

5.4 Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-law principles. Any dispute arising out of or relating to this Agreement shall be resolved first through good-faith negotiation between senior representatives of the parties. If such negotiation fails within thirty (30) days, the dispute shall be submitted to binding arbitration in Los Angeles, California in accordance with the rules of the American Arbitration Association (AAA), Commercial Arbitration Rules. Judgment on the award may be entered in any court of competent jurisdiction.

5.5 Confidentiality

Partner acknowledges that pricing, product roadmaps, discount schedules, and Program terms disclosed by the Company are confidential and proprietary. Partner shall not disclose such information to any third party without the prior written consent of the Company and shall use such information solely for purposes of participation in the Program. This obligation shall survive termination of this Agreement for a period of three (3) years.

5.6 Entire Agreement

This Agreement, together with any Partner Application Form, Program benefit schedules, and any Order Confirmation or purchase order accepted by the Company, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, negotiations, and representations. In the event of any conflict between this Agreement and any other document, this Agreement shall control unless expressly stated otherwise in writing signed by authorized representatives of both parties.

5.7 Severability

If any provision of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

5.8 No Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce such provision or any other provision in the future.

5.9 Notices

All notices required or permitted under this Agreement shall be in writing and delivered by email with confirmed receipt, overnight courier, or certified mail, return receipt requested, to the addresses specified in the Partner Application Form or as otherwise notified in writing.