

ALPHABRODER TERMS OF PURCHASE

Last Updated: January 21, 2022

These Terms of Purchase are an ongoing contract between you and BRODER BROS., CO. DBA ALPHABRODER ("ALPHABRODER" or "we") and apply to your use of ALPHABRODER's online marketplace located at <https://bstock.com/alphabroder/> (the "Site"), hosted and configured by B-Stock Solutions, ("B-Stock"), including your viewing, bidding upon, and purchase of ALPHABRODER's inventory from the Site ("Inventory Products").

These Terms of Purchase are an ongoing contract between you and one or more the following companies:

- Broder Bros., Co. d/b/a Alphabroder
- Alpha Broder Canada Corp.

The specific company with who you are contracting with respect to any particular Inventory Products will be identified in the auction listing for the Inventory Products (hereinafter, "Seller" or "we").

If you are entering into these Terms of Purchase on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms of Purchase. You may not use the Site if you do not have such authority. When you register on and subsequently use the Site, B-Stock is collecting the information that you provide and will protect and use it in accordance with its [privacy policy](#). Should you bid on and win Inventory Products on the Site, you will become a Seller customer and B-Stock will share the information required for Seller to fulfill your order. Seller will protect and use that information according to the terms of its privacy policy, a link to which is located here: <https://alphabroder.bstock.com/privacy-policy/> and https://www.alphabroder.ca/cgi-bin/online/webshr/embed-page.w?p=privacy_policy.htm. Therefore, by registering to use this site, you are agreeing to both B-Stock Solutions and Seller's privacy policies.

1. Acceptance and Modification of Terms of Purchase

- 1.1. Acceptance of Terms. By checking the "I agree to the Terms of Purchase" box, you accept and agree to be bound by these Terms of Purchase each time you log into the Site. If you do not agree to these Terms of Purchase, you may not bid on or purchase Inventory Products from the Site. You may preserve these Terms of Purchase in written form by printing it for your records, and you waive any other requirement that these Terms of Purchase be evidenced by a written document.
- 1.2. Modifications to Terms. We reserve the right, from time to time, with or without notice to you, to change these Terms of Purchase in our sole and

absolute discretion. If we make material changes to these Terms of Purchase, we will notify you with an in-app message, by email, or by means of a notice on our Site. The most current version of these Terms of Purchase will supersede all previous versions and can be reviewed by clicking on "Terms of Purchase" located at the bottom of the pages of the Site. Your continued use of the Site following the posting of changes indicates your agreement to and acceptance of the changes. We will indicate the date on which these Terms of Service were last changed at the beginning of these Terms of Purchase. You agree to keep your email address and other contact information current at all times.

2. **Additional Definitions**

- 2.1. "Buyer" or "you" or "your" shall mean the entity that registers or logs into the Site for the purpose of viewing, bidding upon and/or purchasing Inventory Products.
- 2.2. A "Completed Purchase" occurs when (i) you have provided to ALPHABRODER all of the purchase information requested in the Email Notification (defined below) in the manner specified in such Email Notification to complete your purchase and (ii) the Purchase Price for the Inventory Products has been received in the bank account specified in the Email Notification.
- 2.3. "Extended Auction" shall mean any auction where the auction is extended, one or more times, due to a bid being placed within the final 5 minutes of the auction. Each extension is for a period of 3 minutes.
- 2.4. "Listing" shall mean the content on the Site associated with particular Inventory Products, including, but not limited to, the description and quantity of the Inventory Products. ALPHABRODER shall have the right to modify or correct any Listing at any time and such modification shall be binding on any purchase of any Inventory Products made after such modification.
- 2.5. "Promotional Content" shall mean any and all information, materials, or content provided or otherwise made available to you by ALPHABRODER or its agents in any medium in connection with these Terms of Purchase, including promotional content and Listings displayed on the Site.

3. **Auction Process**

- 3.1. Inventory Products. Inventory Products consist of customer returns or company stock items, some of which may have been previously shipped. The condition of the Inventory Products will vary and standard designations regarding a product's condition will be set forth in the Listing. The Inventory Products are provided to you "as is" for purchase on the Site. The quantity and/or value of actual Inventory Products in each lot may vary up to 5 percent (5%) less or greater than the number set forth in the Listing and may include up to 5 percent (5%) quantity and/or value of more damaged items than designated as "Damaged" in the Listing. Accessories such as remote controls, cables and instructions

may or may not be included. Inclusion of accessories will be delineated in the Listing.

- 3.2. Auction Process. Inventory Products will be sold pursuant to the auction process set forth in this Section 3 (the "Auction"). If you wish to bid on Inventory Products, you will be required to enter your bid amount. In order to be eligible for the Auction, your bid must be (i) in an amount higher than the bid listed as the minimum opening bid and the "current winning bid," as applicable, (ii) in the bid increments set forth on the bid page and (iii) placed before the scheduled closing time for such Auction (including any additional time added for an Extended Auction). If your bid is the highest bid at the conclusion of an Auction (the "Winning Bid") you will be notified by email (the "Email Notification") at the email address you provided when you registered for your account (or as subsequently updated by you by following instructions on the Site). The Email Notification will serve as your official proof of purchase and/or official invoice. Any additional formal invoice or proof of purchase outside of the original winning notification is not available. It is your responsibility to keep your email address current and to timely check your email to determine if you are the winning bidder for any Auction in which you participated. ALPHABRODER is not responsible for the failure of an Email Notification to reach a winning bidder for any reason, including, but not limited to, technical problems or other system error.
- 3.3. Winning Bids. If your bid is deemed the Winning Bid at the end of the Auction for certain Inventory Products, you agree to promptly purchase such Inventory Products pursuant to the terms and instructions set forth in this Terms of Purchase and in the Email Notification. Penalties for failure to make a Completed Purchase for any Auction for which you have the Winning Bid are set forth in Section 4.1 below.
- In the event that you do not pay for any given Winning Bid, you may be given the chance to pay a reinstatement fee, in order to prevent the deactivation of your account. **Please note that if you fail to complete more than two purchases you will no longer be able to participate on the marketplace.** The fee amounts are as follows, within any 12-month period:
- 1st Offense:** \$0-\$10,000 Purchase Price: \$100 Fee
 - 1st Offense:** \$10,000+ Purchase Price: \$500 Fee
 - 2nd Offense:** \$0-\$10,000 Purchase Price: \$500 Fee
 - 2nd Offense:** \$10,000+ Purchase Price: \$1,000 Fee
- 3.4. Deactivation; Cancellation. ALPHABRODER reserves the right, in its sole discretion at any time and for any reason, to deactivate your Site account, reject any offer to purchase Inventory Products or suspend or cancel any auction or purchase of Inventory Products, including fulfillment of a purchase after completion of an auction and payment for the Inventory Products. If ALPHABRODER cancels any purchase of Inventory Products

after you have submitted payment for such Inventory Products, ALPHABRODER will direct B-Stock to issue a refund to the designated payment method that you used to make such payment or other method selected by ALPHABRODER or B-Stock.

4. **Conditions to Sale; Payment**

- 4.1. **Purchase Price.** In consideration for your payment of the Winning Bid amount for an Auction, and any applicable shipping costs, taxes, and fees (the "Purchase Price"), ALPHABRODER hereby agrees to sell to you the Inventory Products for such Auction subject to your compliance with the terms set forth in this Terms of Purchase and the Email Notification. You agree to pay the Purchase Price for the Inventory Products by wiring the full amount of the Purchase Price to the bank account set forth in the wiring instructions included in the Winning Bid Email Notification, within 2 business days after end of the Auction. If you fail to register a Completed Purchase, including by failing to pay the Purchase Price, within two (2) business days of when the Email Notification is sent by ALPHABRODER, you shall forfeit any right to purchase such Inventory Products and ALPHABRODER may deactivate your account and password so you can no longer access the Site and, at its sole discretion, may choose to (i) offer to sell such Inventory Products to the next highest bidder at such bidder's bid price or (ii) post such Inventory Products on the Site for sale in a new Auction. You shall be responsible for all taxes, shipping costs and any other expenses incurred in connection with your purchase hereunder.
- 4.2. **Canceled Bids and Purchases.** We reserve the right, at our sole discretion, to refuse or cancel any bid or purchase for any reason. By way of example, but not limitation, ALPHABRODER may cancel your bid or purchase if there are inaccuracies or errors in product or bid information, or problems identified by our credit and fraud avoidance department. While ALPHABRODER strives to provide accurate product and bid information, typographical or system errors may occur. In the event that bids for Inventory Products are incorrectly listed or Inventory Products are listed with incorrect information due to an error in quantity or other product information, we shall have the right, at our sole discretion, to refuse or cancel any purchases placed for such Inventory Products. In the event that we must cancel a bid or purchase, we will cancel your bid or purchase and notify you by email of such cancellation.
- 4.3. **Payment Terms.** You shall submit the Purchase Price to ALPHABRODER under the payment terms set forth in the Email Notification and on the Site. ALPHABRODER may revise the payment terms from time to time in its sole and absolute discretion upon notice to you; provided, however, that any change to payment terms will not be effective for any then-pending sale but will only be effective for sales subsequent to such notice. Upon acceptance of the Purchase Price and the fulfillment of all other conditions to the sale, ALPHABRODER will sell, assign, transfer and

convey to you all of ALPHABRODER's right, title and interests in and to the Inventory Products and shall arrange with you for delivery of such Inventory Products in the manner set forth in Section 5 below.

- 4.4. Identification of ALPHABRODER. You shall not sell, lease or otherwise transfer or dispose of any of the Inventory Products that you purchase, unless you first Demanufacture such Inventory Products. "Demanufacture" means, in accordance with any ALPHABRODER's specifications provided to you, to remove, if possible, all of the identifying marks, including, but not limited to, ALPHABRODER's or its affiliates' names, logos, serial numbers, UPC numbers, RA numbers, and other identifying marks (including but not limited to tags, labels, price stickers, bar codes, or other carton or packaging markings) from the packaging. Although you should not have access to any ALPHABRODER customer information, including without limitation, sales receipts, addresses, phone numbers, credit card numbers or other personally identifiable information, if you receive any such information that may be included with the Inventory Products, you will not use such information and agree to promptly remove, delete, and destroy all such information. You shall not under any circumstances (i) identify ALPHABRODER, its parent or any of its affiliates or divisions as the source of the Inventory Products; (ii) advertise the Inventory Products using any name relating to ALPHABRODER, its parent or any of its divisions or affiliates, or any of its or their private labels, in any manner; (iii) make reference to ALPHABRODER or its parent or any of its affiliates or divisions in any signing or advertising; or (iv) advertise the Inventory Products using any name related to ALPHABRODER's suppliers.

5. **Shipment and Acceptance of Inventory Products**

- 5.1. Removal and Shipment of Inventory Products.

For Alphabroder: Unless the auction listing or a notification to you specifies different terms regarding the removal and shipment of Inventory Products, the following terms of this Section 5.1 shall apply. The Inventory Products purchased by you shall be made available to you for receipt at the Seller facility identified in the Email Notification (the "Inventory Location") at a time mutually agreed to by you and Seller (the "Pickup Time"). You or your agent must schedule the Pickup Time by contacting Seller pursuant to the instructions set forth in the Notification Email. You shall be solely responsible for removal of the Inventory Products from Seller's premises and for all shipping arrangements (including, without limitation, permits, costs and licenses), expenses (including, but not limited to, insurance) and labor. Your employees, equipment, and property, and that of your agents, enter and remain on Seller's premises entirely at your risk as regards any and all hazards excepting only those found to be caused by Seller's sole negligence. While on Seller's premises, your employees and agents must observe all of Seller's rules and regulations. You shall remove all Inventory Products from the Inventory

Location within five (5) business days of receiving notice from Seller that the Inventory Products are ready for pick-up. If you fail to remove such Inventory Products within this time, Seller, in its sole discretion, may choose to keep such Inventory Products, list such Inventory Products for auction on the Site and refund to you the Purchase Price you paid to Seller less (i) a storage charge of \$10 per pallet per each of the days Seller held the Inventory Products for you after you registered a Completed Purchase and (ii) a restocking fee of twenty percent (20%) of the Purchase Price.

For Alphabroder Canada: Unless the auction listing or a notification to you specifies different terms regarding the removal and shipment of Inventory Products, the following terms of this Section 5.1 shall apply. The Inventory Products purchased by you shall be made available to you for receipt at the Seller facility identified in the Email Notification (the "Inventory Location") at a time mutually agreed to by you and Seller (the "Pickup Time"). You or your agent must schedule the Pickup Time by contacting Seller pursuant to the instructions set forth in the Notification Email. You shall be solely responsible for removal of the Inventory Products from Seller's premises and for all shipping arrangements (including, without limitation, permits, costs and licenses), expenses (including, but not limited to, insurance) and labor. Your employees, equipment, and property, and that of your agents, enter and remain on Seller's premises entirely at your risk as regards any and all hazards excepting only those found to be caused by Seller's sole negligence. While on Seller's premises, your employees and agents must observe all of Seller's rules and regulations. You shall remove all Inventory Products from the Inventory Location within five (5) business days of receiving notice from Seller that the Inventory Products are ready for pick-up. If you fail to remove such Inventory Products within this time, Seller, in its sole discretion, may choose to keep such Inventory Products, list such Inventory Products for auction on the Site and refund to you the Purchase Price you paid to Seller less (i) a storage charge of \$10 per pallet per each of the days Seller held the Inventory Products for you after you registered a Completed Purchase and (ii) a restocking fee of twenty percent (20%) of the Purchase Price.

- 5.2. Title; Risk of Loss. Title to the Inventory Products shall remain with ALPHABRODER until you or your agent take possession of the Inventory Products at the Inventory Location. You expressly acknowledge that risk of loss and liability for the Inventory Products shall pass to you upon your or your agent's receipt of the Inventory Products at the Inventory Location. Without limiting the foregoing, you release B-Stock of any liability and waive all claims against B-Stock with respect to such Inventory Products. You or your agent shall have the right to count the number of pallets containing the Inventory Products to confirm the quantity of pallets matches the shipping manifest prior to accepting possession. You

expressly acknowledge and agree that you shall have no right to refuse or return the Inventory Products after accepting possession of the Inventory Products at the Inventory Location.

5.3. Acceptance. Your acceptance of possession of the Inventory Products from ALPHABRODER pursuant to Section 5.2 shall constitute an unqualified acceptance of the Inventory Products and a waiver by you of all claims with respect thereto except as set forth in Section 5.4. All sales are final.

5.4. Inspection. You shall have five (5) business days from the date of delivery of Inventory Products to inspect the shipment for any discrepancies in the quantity/quality delivered and report such discrepancy to ALPHABRODER in writing. Buyer must provide a detailed manifest, identifying each item that is missing or damaged, and, if damaged, the exact nature of such damage, as well as any supporting images or other documentation. ALPHABRODER reserves the right to conduct an additional inspection at its own expense. If ALPHABRODER, acting reasonably and in good faith, agrees that an under delivery and/or damage has occurred greater than 5%, based on the listed retail value of the auction (or unit count if retail value is not available), ALPHABRODER will reimburse you in an amount equal to the approved discrepancy. By way of example, if Buyer wins an auction and pays a Winning Bid of \$1,000, and the shipment is missing an item that is 10% of the value of the auction, ALPHABRODER will issue Buyer a reimbursement in the amount of \$100 (i.e., 10% applied to the winning bid amount of the Listing). Such reimbursement may be in the form of an offset against any amount you may owe to ALPHABRODER or a credit to your B-Stock account. Following the five (5) business day inspection period, you shall no longer have the right to claim any reimbursement for under-delivery/damage.

5.5. Further Assurances. Each party agrees that it will execute and deliver, or cause to be executed and delivered, all such other instruments, and it will take all reasonable actions, as may be necessary to transfer and convey the Inventory Products to Buyer and to consummate the transactions contemplated herein.

6. **Confidentiality**

6.1. Confidential Information. Each party acknowledges that by reason of its relationship to the other party hereunder it will have access to certain information and materials concerning the other party's business that are confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties. In particular, the parties hereto acknowledge that the information regarding the Purchase Price and any particular sale are confidential to ALPHABRODER. Each party will, and will cause its affiliates and employees to, protect and not disclose information that is considered confidential and use this information only to fulfill its obligations under these Terms of Purchase. Notwithstanding the foregoing, you understand that B-Stock will

have access to confidential information pertaining to you. You may not make any public announcement about these Terms of Purchase without ALPHABRODER's prior written approval and consent. Notwithstanding anything in this Section 6.1 to the contrary, any information (i) already in the public domain through no fault of the receiving party, (ii) independently developed by the recipient without the use of or access to the other party's confidential information, or (iii) released to the public through no action or inaction by the receiving party, will not be considered confidential information hereunder. The receiving party may disclose the disclosing party's confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure the receiving party shall inform the disclosing party of such order, if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. This Section 6 shall survive each purchase transaction hereunder.

7. Representations and Warranties; Indemnity

- 7.1. You understand and agree that you are responsible for complying with all laws regarding the resale of goods, including but not limited to all laws regarding the labeling of goods for resale.
- 7.2. You shall indemnify, defend, and hold harmless ALPHABRODER and B-Stock, their respective affiliated companies, and each of their respective officers, directors, agents, and employees (the "Indemnified Parties") against any claim, liability, loss, damage, cost or expense, including reasonable attorneys' fees, incurred by any Indemnified Party arising from or relating to (i) your use of the Site, (ii) any sale, use or handling of the Inventory Products, including any recall of the Inventory Products, (iii) any infringement or misappropriation of any proprietary right by you, (iv) your negligence or intentional misconduct, or (v) your breach of these Terms of Purchase.
- 7.3. The indemnity obligation under this Section 7 shall survive each purchase transaction hereunder.

8. Warranty Disclaimer; Limitation of Liability

- 8.1. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE INVENTORY PRODUCTS ARE PROVIDED BY ALPHABRODER TO YOU "AS IS", "WITH ALL FAULTS", AND "WHERE IS", AND ALPHABRODER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE INVENTORY PRODUCTS, THE SITE, OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION THE INVENTORY PRODUCTS' CONDITION OR QUALITY AND THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN THESE TERMS OF PURCHASE, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER

CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THESE TERMS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ALPHABRODER'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OF PURCHASE, EXCEED THE PURCHASE PRICE PAID BY YOU TO ALPHABRODER FOR THE INVENTORY PRODUCTS AT ISSUE. ALPHABRODER SHALL NOT BE HELD LIABLE FOR ANY ERROR IN A LISTING THAT ALPHABRODER CORRECTS PRIOR TO THE PURCHASE OF THE INVENTORY PRODUCTS TO WHICH THAT LISTING APPLIES. THIS LIMITATION OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION.

- 8.2. Some states do not allow the exclusion or limitation of incidental, consequential, or special damages, or the exclusion of implied warranties. Therefore, some of the limitations set forth in this Section may not apply to you.

9. Use of the Site

- 9.1. You agree and acknowledge that neither ALPHABRODER nor B-Stock make any guaranty of the accuracy, correctness or completeness of any Promotional Content and are not responsible for: (i) any errors or omissions arising from the use of any thereof; (ii) any failures, delays or interruptions in the delivery of any Promotional Content contained with the Site; (iii) losses or damages arising from the use of the Promotional Content provided by the Site; (iv) any conduct by you in connection with the Site; or (v) any Promotional Content or products provided through or in conjunction with the Site. You must comply with the operating rules and policies applicable to the Site as may be published or provided by B-Stock or ALPHABRODER in writing (including by posting on the Site) from time to time.

10. Breach of Terms of Purchase

If you fail to comply with any term or condition in this Terms of Purchase, ALPHABRODER may immediately terminate your account, deactivate your password and seek any other remedy available to ALPHABRODER or its affiliates.

11. General Provisions

- 11.1. These Terms of Purchase will be governed by and interpreted in accordance with the laws of the state of Pennsylvania, without reference to any applicable conflict of law rules, the Convention on Contracts for the International Sale of Goods, or any local laws implementing such convention in any jurisdiction where the Inventory Products are sold. You irrevocably consent to the exclusive venue and jurisdiction of Bucks County courts for any action or proceeding arising out of these Terms of Purchase. YOU HEREBY WAIVE ANY RIGHTS THAT YOU MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM. No waiver of or failure to enforce any provision of

these Terms of Purchase shall constitute a continuing waiver, and no waiver shall be effective unless made in a signed writing. The division of these Terms of Purchase into separate sections, subsections and/or exhibits and the insertion of titles or headings is for convenience of reference only and shall not affect the construction or interpretation of these Terms of Purchase. If any provision is held to be invalid, then that provision will be modified to the extent necessary to make it enforceable, and any invalidity will not affect the remaining provisions.

- 11.2. Force Majeure. ALPHABRODER shall not be liable to the other party for failure or delay in performance hereunder due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, or supplies, and any other causes which are not within ALPHABRODER's reasonable control, whether or not of the kind specifically enumerated above.