

# Terms of Purchase

**Last Updated: July 13, 2023**

When you register on the site, B-Stock Solutions is collecting the information that you provide and will protect it in accordance with its [privacy policy](#). Should you bid on and win Inventory on the site, you will become a Walmart.com customer and B-Stock will share the information required for Walmart.com to fulfill your order. Walmart.com will protect that information according to the terms of its privacy policy. Therefore, by registering to use this site, you are agreeing to both B-Stock Solutions [Terms of Use](#), privacy policy and Walmart.com privacy policies.

## 1. Acceptance of Terms of Purchase

### 1.1. Acceptance of Terms

These terms of purchase ("Terms of Purchase") are an ongoing contract between you and Wal-Mart.com USA, LLC ("Walmart.com") and apply to your use of Walmart.com's online liquidations website located at <https://liquidations.walmart.com> or <https://bstock.com/buy/sellers/details/walmart> (the "Site"), hosted and configured by B-Stock Solutions, Inc. ("B-Stock"), through which you may purchase Inventory Products from Walmart.com in consideration of the mutual promises set forth herein and such other good and valuable consideration. 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. These Terms of Purchase govern your purchase of Inventory Products from the Site. 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 should 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. Modification of Terms

Walmart.com may change the Terms of Purchase from time to time. If there are material changes to these Terms of Purchase, you will be notified by an in-app message, by email, or by means of a notice on the Site. The most current version of the Terms of Purchase will supersede all previous versions. By continuing to use the Site or making purchases after changes are posted, you accept the

Terms of Purchase as modified. No purchase order or other documentation issued by you to Walmart.com will alter these Terms of Purchase unless signed by an authorized Walmart.com representative. 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 individual who purchases Inventory Products from Walmart.com through the Site under the terms described herein and the entity that such individual represents in making the purchase, if applicable.
- 2.2. A "Completed Purchase" occurs when (i) you have provided to Walmart.com all of the purchase information requested in the Email Notification 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 Walmart.com account specified in the Email Notification.
- 2.3. "Email Notification" means the email you receive after you place the winning bid on Inventory Products available for sale on the Site. The Email Notification will be sent to the email address you provided when you registered for your account, as updated by you from time to time by following instructions on the Site.
- 2.4. "Extended Auction" shall mean an auction where if a bid is entered within the final 10 minutes of the original end time, the auction will be extended by 10 minutes. If a bid is then placed before the extended 10 minutes elapses, the auction will be extended again for 10 minutes and the listing will continue to be extended until there are no new bids placed within the final 10 minutes of the auction.
- 2.5. "Inventory Products" shall mean Walmart.com's inventory products that are available for purchase on the Site under the terms described herein.
- 2.6. "Listing" or "Listings" shall mean the content on the Site associated with particular Inventory Products, including, without limitation, the description and quantity and/or condition of the Inventory Products. Walmart.com 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 purchased after such modification had been made.
- 2.7. "Promotional Content" shall mean any and all information, service or content provided by Walmart.com or its agents in any medium in connection with these Terms of Purchase, including promotional content and any Listing displayed on

the Site.

- 2.8. "Walmart.com's Premises" shall mean any facility utilized or designated by Walmart.com to store or distribute any Inventory Products, which may include a facility owned and operated by a third-party.

### **3. Auction Process**

#### **3.1. Inventory Products**

Inventory Products have been returned by customers and 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 conditions of the Inventory Products are described in the Listing to the best of Walmart.com's ability. Walmart.com attempts to be as accurate as possible. However, Walmart.com does not warrant that Listings are accurate, complete, reliable, current, or error-free. The quantity 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%) more damaged items than designated as "Damaged" in the Listing. Accessories such as remote controls, cables and instructions may or may not be included.

#### **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. By entering a bid on Inventory Products you affirm and ratify that you accept all "Terms of Purchase" set forth herein. In order for your bid to be eligible for the Auction, your bid must be (i) in an amount higher than both the amounts listed as the "opening bid" and the "current bid," as applicable, (ii) in the bid increments set forth on the bid page and (iii) placed before the scheduled end time for such Auction (including any additional time added for an Extended Auction). If your bid is deemed the winning bid, you will receive an Email Notification. 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. Walmart.com is not responsible for the failure of an Email Notification to reach a winning bidder for any reason, including, without limitation, technical problems or other system error.

#### **3.3. Winning Bids**

If your bid is deemed the winning bid at the end of an Auction for Inventory Products, you agree to promptly purchase such Inventory Products pursuant to the terms and instructions set forth in the Terms of Purchase and Email

Notification. If you fail to register a Completed Purchase within two (2) business days of when the Email Notification is sent by Walmart.com, you forfeit any right to purchase such Inventory Products and Walmart.com may deactivate your account and password so you can no longer access the Site and, Walmart.com, at its sole discretion, may choose to (i) contact the next highest bidder in the Auction for such Inventory Products and offer to sell such Inventory Products to such bidder at such bidder's bid price or (ii) post such Inventory Products on the Site for sale in a new Auction. In addition, Walmart.com may restrict you from bidding in any further auctions at the Site. Penalties for your failure to complete the purchase of Products that are the subject of your winning bid are as set forth 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. 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

3rd Offense: \$1,000 Fee

### **3.4. Deactivation; Cancellation**

Walmart.com reserves the right, in its sole discretion at any time and for any reason, to deactivate your Site account, reject any offer to purchase Products or suspend or cancel any auction or purchase of Products, including fulfillment of a purchase after completion of an auction and payment for the Products. If Walmart.com cancels any purchase of Products after you have submitted payment for such Products, Walmart.com 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 Walmart.com or B-Stock.

## **4. Conditions to Sale; Payment**

### **4.1. Purchase Price**

In consideration for your payment of the purchase price set by the winning bid for Inventory Products in an Auction (the "Purchase Price") and all applicable taxes, Walmart.com hereby agrees to sell to you Inventory Products for which you have

posted the winning bid and comply with the terms set forth in the Terms of Purchase and Email Notification. You agree to pay the Purchase Price and all applicable taxes for the Inventory Products by wiring the full amount of the Purchase Price and such taxes to the Walmart.com account set forth in the wiring instructions included in the Email Notification. The instructions and other conditions set forth in the Email Notification are part of the contract between you and Walmart.com and thus create enforceable obligations by-and-between Walmart.com and you. Your active participation on the Site affirms and ratifies your acceptance of all "Terms of Purchase" set forth herein including any subsequent conditions included in the Email Notification. Nothing in the Terms of Purchase shall otherwise obligate Walmart.com to sell Inventory Products to you. You shall be responsible for all taxes, shipping and handling costs and any other expenses incurred in connection with your purchase hereunder.

#### **4.2. Canceled Bids and Purchases**

Please note that there may be certain bids and purchases that Walmart.com is unable to accept and must cancel. Walmart.com reserves the right, at its sole discretion, to refuse or cancel any bid or purchase for any reason at any time. Some situations that may result in your bid or purchase being canceled include, without limitation, inaccuracies or errors in product or bid information, or problems identified by the Walmart.com credit and fraud avoidance department. While Walmart.com 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, Walmart.com shall have the right, at its sole discretion, to refuse or cancel any purchases placed for such Inventory Products. In the event that Walmart.com must cancel a bid or purchase, Walmart.com 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 Walmart.com under the payment terms set forth in the Email Notification and on the Site. Walmart.com may revise the payment terms from time to time in its sole and absolute discretion upon notice to you on the Site or in an email; provided, however, that any change to payment terms will not be effective for any then-pending sale but will only be effective for the next sale subsequent to such notice. Upon acceptance of such Purchase Price and the fulfillment of any other conditions to such sale described herein, Walmart.com will sell, assign, transfer and convey to you all of Walmart.com's right, title and interest in and to the Inventory Products and shall make such Inventory Products available for removal by you or your agents in the manner set

forth in Section 5 below.

#### **4.4. Other Conditions**

Walmart.com shall not be obligated to complete any sale or deliver any Inventory Products to you unless and until you have submitted to Walmart.com an accurate and complete re-sale certificate in a form acceptable to Walmart.com.

#### **4.5. Identification of Walmart.com**

You shall not transport, store, market, sell, distribute, or dispose of any Inventory Products in any country in violation of U.S. law or anywhere in violation of local, state or federal law. It is your sole responsibility to adhere to all state and federal requirements for transport and storage of the Inventory Products and further marketing, sale, distribution, and disposal of the Inventory Products. You shall not sell, lease or otherwise transfer or dispose of any of the Inventory Products, unless you first Demanufacture such Inventory Products. "Demanufacture" means, in accordance with Walmart.com's specifications, either (a) to remove, if possible, all of the identifying marks, including, but not limited to, manufacturer's or retailer's names, logos, serial numbers, UPC numbers, RA numbers, and other identifying marks (including without limitation, tags, labels, price stickers, bar codes, or other carton or packaging markings) from the packaging or [KB2] (b) to clearly and conspicuously mark the packaging so that it is readily apparent and obvious that the Inventory Products have been through a salvage process. You agree to further demanufacture the Inventory Products by making a vertical mark through the bar code of the Inventory Products. Your failure to demanufacture any of the Inventory Products shall be considered a material breach and grounds for immediate termination of your account. Although you should not have access to any Walmart.com customer information, including without limitation, sales receipts, addresses, phone numbers and credit card numbers, if you receive any such information that may be included with the Inventory Products, you will remove, delete and destroy such information. You shall not under any circumstances (i) identify Walmart.com, 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 Walmart.com, its parent or any of its divisions or affiliates, including but not limited to Sam's Club, or any of its or their private labels, in any manner; (iii) make reference to Walmart.com or its parent or any of its affiliates or divisions in any signing or advertising; (iv) make reference to a membership warehouse as the source of the Inventory Products; or (v) advertise the Inventory Products using any name related to Walmart.com's suppliers. [KB3] With regard to electronic Inventory Products, you shall not sell, lease or otherwise transfer, market, distribute or dispose of electronic Inventory Products without first reformatting or otherwise totally erasing any personal data stored in the memory of the electronic device based on the Department of

Defense (DOD) regulation 5220-22.M, paragraph 8-306. Your failure to erase or otherwise remove electronic Inventory Products of any and all data, personal or otherwise, stored thereon shall be considered a material breach of this Agreement and grounds for immediate termination of your account. Walmart requires that all waste electronics derived from operations involving Inventory Products be managed in an environmentally-responsible manner. You shall provide information regarding electronic waste service providers that will be utilized and methods for ensuring that any electronic waste is transported and handled properly. Electronic waste services providers to be utilized must maintain either BAN e-Steward Certification or R2 Certification, with preference given to those sending electronic waste to a Walmart selected e-waste service provider that meets the sustainability goals of the company and have obtained Ban e-Steward and/or R2 Certifications. Preference will also be provided to those having obtained industry-leading certifications for their own operations.

## **5. Removal and Acceptance of Inventory products**

### **5.1. Removal and Shipment of Inventory Products**

The Inventory Products purchased by you shall be made available to you for receipt at Walmart.com's Premises at the specific facility identified in the Email Notification (the "Inventory Location") at a time mutually agreed to by you and Walmart.com (the "Pickup Time"). You or your agent must schedule the Pickup Time by contacting Walmart.com pursuant to the instructions set forth in the Email Notification. You must use dock height trucks to take possession of the Inventory Products at Walmart.com's Premises. Use of a "pick-up truck," rental moving truck or other non-commercial vehicle to take possession of Inventory Products is not permitted. Pallets may not be broken down on the dock or anywhere on Walmart.com's Premises. You must accept the pallets in complete shrink wrapped condition. You shall be solely responsible for removal of the Inventory Products from Walmart.com's Premises and for all shipping arrangements (including, without limitation, permits, costs and licenses), expenses (including, without limitation, insurance) and labor. Your employees, equipment, and property, and that of your agents, enter and remain on Walmart.com's Premises entirely at your risk as regards any and all hazards excepting only those found to be caused solely by Walmart.com's gross negligence. While on Walmart.com's Premises, your employees and agents must observe all rules and regulations of Walmart.com and/or any facility identified as the Inventory Location in the Email Notification. You shall remove all Inventory Products from the Inventory Location within three (3) business days of the Completed Purchase of such Inventory Products. If you fail to remove such Inventory Products within three (3) business days of the Completed Purchase of such Inventory Products, Walmart.com 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 Walmart.com less (i) a storage charge of \$10 per pallet per each of the days Walmart.com held the Inventory Products for you after you registered a Completed Purchase and (ii) a restocking fee of ten percent (10%) of the Purchase Price.

#### **5.2. Title; Risk of Loss**

Title to the Inventory Products shall remain with Walmart.com until you 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. 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 Walmart.com 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. No returns or refunds are allowed.

#### **5.4. Inspection**

Walmart.com will generally mark all boxes containing Inventory Products with a summary of contents and quantities contained therein. You shall have five (5) calendar days from the date of removal of Inventory Products from Walmart.com's Premises in accordance with Section 5.1 and 5.2 to inspect the shipment for any discrepancies in the stated quantity or condition and report such discrepancy to Walmart.com in writing ("Order Claim"). All order claims must comply with the [Walmart.com Guidelines for Order Claims](#), set forth on the Site, including substantiated pursuant to the Guidelines for Order Claims. Any claims reimbursement may be in the form of an offset against any payments you may owe to Walmart.com, at Walmart.com's discretion. Following such five (5) calendar day inspection period, you shall no longer have the right to make any Order Claim, including any claim any reimbursement for under-delivery.

#### **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**

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 such 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 Walmart.com. Each party shall take every reasonable precaution to protect the confidentiality of such information. 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 Walmart.com's prior written approval and consent. Notwithstanding anything in this Section 6.1 to the contrary, any information (i) already in the public domain, (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. Indemnity**

- 7.1. You shall indemnify and hold Walmart.com and B-Stock and their respective subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim, demand, action, losses and/or costs, including reasonable attorneys' fees, due to or arising out of (i) your use of the Site, (ii) any sale, use or handling of the Inventory Products or (iii) any breach of these Terms of Purchase.
- 7.2. The indemnity obligation under this Section 7 shall survive each purchase transaction hereunder.

## **8. Warranty Disclaimer; Limitation of Liability**

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF PURCHASE, THE INVENTORY PRODUCTS ARE PROVIDED BY WALMART.COM TO YOU "AS IS", "WITH ALL FAULTS" AND "WHERE IS" AND WALMART.COM DISCLAIMS ALL

WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE INVENTORY PRODUCTS OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION THE INVENTORY PRODUCTS' CONDITION OR QUALITY OR THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. WALMART.COM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, OR LOSS OF GOODWILL, CUSTOMERS OR PROFITS, ARISING OUT OF OR RELATED TO THESE TERMS, EVEN IF WALMART.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WALMART.COM'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES ARISING FROM OR RELATED TO THESE TERMS OF PURCHASE, EXCEED THE PURCHASE PRICE PAID BY YOU TO WALMART.COM FOR THE INVENTORY PRODUCTS AT ISSUE. WALMART.COM SHALL NOT BE HELD LIABLE FOR ANY ERROR IN A LISTING THAT WALMART.COM CORRECTS PRIOR TO THE PURCHASE OF THE INVENTORY PRODUCTS TO WHICH THAT LISTING APPLIES. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION AND ANY TERMINATION OF THIS AGREEMENT. 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**

You agree and acknowledge that neither Walmart.com nor B-Stock make any guaranty of the accuracy, correctness or completeness of any Promotional Content and are not responsible for: any errors or omissions arising from the use of any thereof; any failures, delays or interruptions in the delivery of any Promotional Content contained with the Site; losses or damages arising from the use of the Promotional Content provided by the Site; any conduct by you in connection with the Site; or any Promotional Content or products provided through or in conjunction with the Site. You must comply with the Terms of Use and Privacy Policy applicable to the Site as may be published or provided by B-Stock or Walmart.com 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 these Terms of Purchase, Walmart.com may immediately terminate your account, deactivate your password and/or seek any other remedy available to Walmart.com or its affiliates.

## 11. **Indemnity**

- 11.1. These Terms of Purchase will be governed by the laws of the state of California, without reference to its choice of law rules. Any action or proceeding arising out of, related to, or in any way involving, the Terms of Purchase and/or your participation in or involvement with the Site must be brought in the state or federal courts located in San Mateo County, California and, by conducting business with Walmart.com, you consent to the exclusive personal jurisdiction of such courts. No waiver of 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 the Terms of Purchase.
- 11.2. Except as expressly provided herein, the Terms of Purchase do not confer any rights or privileges upon any third party.
- 11.3. Walmart.com shall not be liable to you 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 Walmart.com's reasonable control, whether or not of the kind specifically enumerated above.
- 11.4. These Terms of Purchase were last updated on **October 1, 2022**. Please check our Terms of Purchase periodically for changes.