

Amazon Terms of Purchase

The Terms of Purchase were last updated on **September 3, 2020**. Please check our Terms of Purchase periodically for changes.

1. **Acceptance of Terms of Purchase**

- 1.1. Acceptance of Terms. These Terms of Purchase are an ongoing contract between you and Amazon.com Services, LLC. ("**Amazon**" or "**we**") or any Amazon.com Services, LLC. For purposes of this Agreement, "**Amazon.com Services, LLC.**" means Amazon or any entity that directly or indirectly controls, is controlled by or is under common control with Amazon. This Agreement applies to any Liquidation Merchandise that You purchase or make an offer to purchase via any channel, including but not limited to any channel, including a website (the "**Site**") created, owned or operated by B-Stock Solutions, LLC ("**B-Stock**"). In this Agreement "**You**," "**Your**," and "**Buyer**" refer to the person purchasing or making an offer to purchase any such Liquidation Merchandise from Amazon.com Services, LLC. If you do not agree to these Terms of Purchase, you should not bid on or purchase Liquidation Merchandise from Amazon.com Services, LLC.
- 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. The most current version of these Terms of Purchase can be reviewed by clicking on "**Terms of Purchase**" located at the bottom of the pages of the Site. The most current version of the Terms of Purchase will supersede all previous versions. Your use of the Site or continued purchases after changes are made mean that you agree to be bound by such changes. No purchase order or other documentation issued by you to us will alter these Terms of Purchase.
- 1.3. Privacy. 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 an Amazon customer and B-Stock will share the information required for Amazon to fulfill your order. Amazon 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' and Amazon privacy policies.

2. **Additional Definitions**

- 2.1. A "**Completed Purchase**" occurs when (i) you have provided to Amazon 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 Liquidation Merchandise has been received in the B-Stock account specified in the Email Notification.

- 2.2. **"Liquidation Merchandise"** shall mean Amazon's Liquidation Merchandise that is available for purchase on the Site under the terms described herein. Liquidation Merchandise, may include overstock merchandise, customer returns, unsellable or other merchandise, may be in varying physical condition, and that may include breached, damaged or other products.
- 2.3. **"Listing"** shall mean the content on the Site associated with particular Liquidation Merchandise, including, but not limited to, the description and quantity of the Liquidation Merchandise. Amazon shall have the right to modify or correct any Listing at any time and such modification shall be binding on any purchase of any Liquidation Merchandise purchased after such modification had been made.

3. **Auction Process**

- 3.1. The Liquidation Merchandise are provided to you **"as is"** for purchase on the Site. Accessories such as remote controls, cables and instructions may or may not be included. You acknowledge and agree that there is no guarantee of quantity, kind or amount of Liquidation Merchandise to be provided under this Agreement. You have no return rights of any kind with respect to Liquidation Merchandise, or any right to reject Liquidation Merchandise or refuse delivery thereof, so long as the quantity of pallets matches the shipping manifest. In this respect, all sales are final. Title and risk of loss will transfer in accordance with Section 5.
- 3.2. Auction Process. Liquidation Merchandise will be sold pursuant to the auction process set forth in this Section 3 (the **"Auction"**). If you wish to bid on Liquidation Merchandise, you will be required to enter your bid amount. 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 by way of extension), for you bid to be eligible for the Auction. If your bid is deemed the winning bid you will be notified by email (the **"Email Notification"**) at 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. 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. Amazon 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 Liquidation Merchandise, you agree to promptly purchase such Liquidation Merchandise pursuant to the terms and instructions set forth in this Terms of Purchase and in the Email

Notification. You must also enroll into the [Amazon Tax Exemption Program](#) (ATEP) by creating or uploading a tax exemption certificate within three (3) business days of when your Email Notification is sent by Amazon. If you fail to register a Completed Purchase within two (2) business days of when the Email Notification is sent by Amazon, you shall forfeit any right to purchase such Liquidation Merchandise and Amazon may deactivate your account and password so you can no longer access the Site and, at its sole discretion, may choose to (i) contact the next highest bidder in the Auction for such Liquidation Merchandise and offer to sell such Liquidation Merchandise to such bidder at such bidder's bid price or (ii) post such Liquidation Merchandise on the Site for sale in a new Auction.

- 3.4. 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

4. **Conditions to Sale; Payment**

- 4.1. Purchase Price. In consideration for your payment of the purchase price set by the winning bid for certain Liquidation Merchandise in an Auction (the "**Purchase Price**"), associated shipping costs, and all applicable taxes, Amazon hereby agrees to sell to you such Liquidation Merchandise for which you have posted the winning bid pursuant to your compliance with the terms set forth in this Terms of Purchase and the Email Notification. You agree to pay the Purchase Price, shipping costs, and all applicable taxes for the Liquidation Merchandise by wiring the full amount of the Purchase Price, shipping costs, and such taxes to the bank account set forth in the wiring instructions included in the listing descriptions and winning bid Email Notifications, within 2 business days after end of Auction. Your failure to pay the Purchase Price, shipping costs, and all applicable taxes means that the winning bid will be forfeited and Amazon has the right to relist the auction or sell to the next highest bidder in its sole discretion. Nothing in these Terms of Purchase shall otherwise obligate Amazon to sell Liquidation Merchandise to you. 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. For example, Amazon 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 Amazon strives to provide accurate product and bid information, typographical or system errors may occur. You must also enroll into the [Amazon Tax Exemption Program](#) (ATEP) by creating or uploading a tax exemption certificate within three (3) business days of when your Email Notification is sent by Amazon, if this SLA is not met, your order will be cancelled. If we decide to cancel a bid or purchase, we will notify you by email of such cancellation.

- 4.3. Payment Terms. You shall submit the Purchase Price, shipping costs and all applicable federal, national, state or local sales or use taxes or value added taxes to B-Stock under the payment terms set forth in the Email Notification and on the Site. Amazon 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. Orders can experience inventory shortages, as some inventory is still being actively sold on Amazon.com, and may be sold at retail prior to the auction being completed. The shortage amount is not known at the time of the purchase, but is known prior to shipment. Please know, in the event of an inventory shortage, Amazon will provide an order adjustment credit, equal to the value of the missing merchandise, and a shipping adjustment credit, based on the amount of units missing. Upon acceptance of the Purchase Price and the fulfillment of any other conditions to the sale, Amazon will sell, assign, transfer and convey to you all of Amazon's right, title and interests in and to the Liquidation Merchandise and shall arrange with you for delivery of such Liquidation Merchandise in the manner set forth in Section 5 below.
- 4.4. Removal of Amazon references. Under no circumstances will You advertise any Liquidation Merchandise for sale listing Amazon.com Services, LLC. as the seller or previous owner or in any other context. All sales activities undertaken by You for sale or other disposition of the Liquidation Merchandise must be on Your own behalf and may not refer to Amazon or any other Amazon.com Services, LLC. in any way. You must remove any remaining tags, markings, labels, or packaging bearing any Amazon identifiable marks, logos or other information, and any other documents or information (such as packing slips or address labels) that contain customer data or any other Amazon information. You agree that You are the seller of record for all sales of Liquidation Merchandise by You, including any sales by You made through an Amazon third-party selling service. If You sell any Liquidation Merchandise to any third party reseller, You will ensure that such third party reseller will only resell the Liquidation Merchandise clearly marked as used goods, even where such Liquidation Merchandise has been refurbished by You or such third party.
- 4.5. Memory Data Wipe. You will erase all post-sale electronically stored information ("**User Information**") from all Liquidation Merchandise,

including, but not limited to, computers, cameras and mobile devices. This will be done as a secure data wipe performed to a standard acceptable to Amazon and that ensures that none of the User Information saved on the device by any user can be recovered or retrieved by any means. The data wipe standard for Hard Disk Drives will be DOD 5220.22-M. The standard for all other product lines will be specified by Amazon on a case by case basis. If Amazon does not specify a data wipe standard for a product line, You will use best industry data wiping practice standards. Further, You will treat all User Information on any applicable Liquidation Merchandise as confidential and will not disclose it to any unauthorized persons or allow any unauthorized persons to gain access to it. Save as otherwise agreed, You accept all liability for any claims resulting from the unauthorized disclosure of User Information.

5. **Shipment and Acceptance of Liquidation Merchandise**

- 5.1. Shipment of Liquidation Merchandise. The Liquidation Merchandise purchased by you shall be shipped to you by Amazon, using a carrier of Amazon's choice, to a location in the United States that you specify at the time you win an auction (the **"Inventory Location"**) on or before a date decided by the carrier. (the **"Shipment Date"**).
You shall be prepared to receive all Liquidation Merchandise from the Inventory Location within three (3) business days of receiving notice from that the Liquidation Merchandise is ready to be shipped. If you fail to accept the delivery of such Liquidation Merchandise within the carrier's timeframe, you are responsible for a storage charge of \$10 per pallet per each additional day that Amazon holds the Liquidation Merchandise or a delivery is not accepted by you. Amazon, in its sole discretion, may choose to keep such Liquidation Merchandise, list such Liquidation Merchandise for auction on the Site and refund to you the Purchase Price you paid to Amazon less (i) a storage charge of \$10 per pallet per each of the days Amazon held the Liquidation Merchandise 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 and risk of loss for the Liquidation Merchandise shall pass to you when Amazon tenders the Liquidation Merchandise to the carrier.
You or your agent shall have the right to count the number of pallets containing the Liquidation Merchandise to confirm the quantity of pallets matches the shipping manifest prior to accepting delivery from the carrier. Subject to Section 5.4, you expressly acknowledge and agree that you shall have no right to refuse delivery or return the Liquidation Merchandise after accepting delivery of the Liquidation Merchandise from the carrier.

- 5.3. Acceptance. Your acceptance of possession of the Liquidation Merchandise from the carrier pursuant to Section 5.2 shall constitute an unqualified acceptance of the Liquidation Merchandise and a waiver by you of all returns with respect thereto except as set forth in Section 5.4. All sales are final.
- 5.4. Inspection. You shall have five (5) days from the date of delivery of Liquidation Merchandise in accordance with Section 5.1 to inspect the shipment for any discrepancies in the quantity or quality delivered and report such discrepancy to Amazon 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. Amazon reserves the right to conduct an additional inspection at its own expense. If Amazon 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, excluding known shortages for which credits have been provided, Amazon 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, Amazon will issue Buyer a reimbursement in the amount of \$100 (i.e., 10% of the of the listed retail value of the auction). Such reimbursement may be in the form of an offset against any amount you may owe to Amazon or a credit to your B-Stock account, at Amazon's discretion. Following such five (5) day inspection period, you shall no longer have the right to claim any reimbursement for underdelivery or quality.
- 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 Liquidation Merchandise to Buyer and to consummate the transactions contemplated herein.

6. **Confidentiality**

- 6.1. Confidential Information. You acknowledge that by reason of Your relationship to Amazon, You will have access to certain information and materials concerning Amazon's business that are confidential and of substantial value (the "**Confidential Information**"), which value would be impaired if such information were disclosed to third parties. In particular, You acknowledge that the information regarding the Purchase Price and any particular sale are confidential to Amazon. You will, and will cause Your affiliates and employees to, protect and not disclose information that is considered confidential and use this information only to fulfill Your obligations under these Terms of Purchase. Notwithstanding the foregoing, You understand that B-Stock and Amazon will have access to confidential information pertaining to You. You may not make any public

announcement about these Terms of Purchase without Amazon'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 Your own, (ii) independently developed by You 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 You, will not be considered Confidential Information. You may disclose 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 You shall inform Amazon of such order, if permitted by law, in order to provide Amazon with a reasonable opportunity to contest such order or to seek such other protective action as Amazon may elect. This Section 6 shall survive each purchase transaction hereunder.

7. Representations and Warranties; Indemnity

- 7.1. Your Representations & Warranties. You represent and warrant as follows: You will (a) perform Your obligations hereunder in a professional and competent manner; (b) comply with all state and local laws, rules, regulations, orders, rulings, and ordinances, including, without limitation, any and all environmental, consumer protection, data protection and export control laws and regulations ("**Laws**"); (c) handle Liquidation Merchandise in accordance with all Laws and industry best practice relating to the management, treatment, recovery, recycling and disposal of waste and, if requested by Amazon, will provide all details of any such handling by You; (d) obtain and maintain all necessary licenses and permits for the performance of Your obligations hereunder, including, without limitation, the storage, removal, destruction, recycle and disposal of hazardous materials; (e) examine all topically applied products (for example, sunscreen, make-up, diaper ointment, etc.), all products meant for internal consumption (for example, food, vitamins, medications, etc.) and all products that are intended to come into contact with potentially infectious or biohazardous substances (for example, breast pumps, diabetic test kits, syringes, etc.) that Amazon supplies as Liquidation Merchandise, and will destroy and not sell or offer to sell any such Liquidation Merchandise that does not have an unbroken factory seal or has any other indication that it may have been used or opened; (f) not engage in any deceptive, misleading or unethical practices detrimental to Amazon or the public, including, without limitation, making statements regarding the Liquidation Merchandise that You cannot substantiate; (g) remove from all Liquidation Merchandise any markings, labeling or other indicia that the Liquidation Merchandise was previously stored, owned or held in inventory by Amazon; and (h) examine all Liquidation Merchandise itself and independently determine whether the Liquidation Merchandise is in sellable condition under all Laws.

- 7.2. Indemnity. You will defend, indemnify, and hold harmless Amazon, each Amazon.com Services, LLC., and their affiliates (and the directors, officers, employees, and agents of Amazon, each Amazon.com Services, LLC., and their affiliates) ("**Amazon Indemnified Parties**") from and against any and all claims, actions, losses, liabilities, damages, settlements, judgments, and costs (including, without limitation, reasonable attorneys' fees and legal expenses) arising out of or relating to: (a) the purchase and/or use of the Liquidation Merchandise by any person or entity after the sale of the Liquidation Merchandise to You, including if arising out of any allegations of negligence by Amazon or any defect (pre-existing or otherwise) in the Liquidation Merchandise; (b) any disposal, destruction, or recycling of any Liquidation Merchandise by You; (c) any removal or remediation action under any environmental or similar Laws in connection with the Liquidation Merchandise; (d) any claim of misused data or software improperly distributed due to resale or disposal of any Liquidation Merchandise; and (e) any breach by You of the terms of this Agreement (collectively, "**Claims**"). You will use counsel reasonably satisfactory to Amazon to defend each Claim. Amazon may, at its own expense, participate in the defense of any Claim with counsel of its own choosing. You will not, without Amazon's prior written consent (which may be given or withheld at Amazon's sole discretion), enter into or acquiesce to any settlement which contains any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of any Amazon Indemnified Party or which would otherwise adversely affect any Amazon Indemnified Party or Parties. Your duty to defend is independent of Your duty to indemnify. Your obligations under this Section are independent of any of Your other obligations under this Agreement.
- 7.3. 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, the liquidation merchandise are provided by amazon to you "**as is**" and amazon disclaims all warranties of any kind, whether express or implied, statutory or otherwise, with respect to the liquidation merchandise or any other matter, including without limitation the liquidation merchandise' condition or quality or 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 amazon's liability for any and all losses or damages resulting from these terms of purchase, exceed the purchase price paid by you to amazon for the liquidation merchandise at issue. Amazon shall not be held liable for any error in

a listing that amazon corrects prior to the purchase of the liquidation merchandise to which that listing applies. This limitation of liability shall survive each purchase transaction.

9. **Use of the Site**

You agree and acknowledges that B-Stock makes no guaranty of the accuracy, correctness or completeness of any Promotional Content and is 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 operating rules and policies applicable to the Site as may be published or provided by B-Stock or Amazon 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, Amazon may immediately terminate your account, deactivate your password and seek any other remedy available to Amazon or its affiliates.

11. **General Provisions**

11.1. These Terms of Purchase will be governed by the laws of the state of Washington, 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 Liquidation Merchandise are sold. You irrevocably consent to the exclusive venue and jurisdiction of King County, Washington 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. you hereby waive any rights to a trial by jury. 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. Amazon 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 Amazon's reasonable control, whether or not of the kind specifically enumerated above.