

Contemporary Fashion Terms of Purchase

These Terms of Purchase are an ongoing contract between You (defined below) and Eminent, Inc. dba Contemporary Fashion (the “**Company**” or “**we**”) or any **Company Entity**. For purposes of this Agreement, “**Company Entity**” means Company or any entity that directly or indirectly controls, is controlled by or is under common control with Company. This Agreement applies to Your use of the Company’s online marketplace located at (<http://contemporaryfashion.bstock.com>) (the “**Site**”), hosted, operated, and configured by B-Stock Solutions, Inc. (“**B-Stock**”), including your viewing, bidding upon, and purchase of the Company’s Liquidation Merchandise (defined below) from the Site. 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. In this Agreement “You,” “Your,” and “Buyer” refer to the person purchasing or making an offer to purchase any such Liquidation Merchandise from any Company Entity. If You do not agree to these Terms of Purchase, You should not bid on or purchase Liquidation Merchandise from Company or any Company Entity.

1. Acceptance 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 Listings (defined below) or purchase Liquidation Merchandise 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 the Site. 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 continued use of the Site following the posting of changes indicates Your agreement to and acceptance of the changes. No purchase order or other documentation issued by You to us will alter these Terms of Purchase. You agree to keep your email address and other contact information current at all times.

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 Liquidated Merchandise on the Site, You will become a Company customer and B-Stock will share the information required for the Company to fulfill Your order. Company will protect that information according to the terms of its privacy policy. Therefore, by registering to use the Site, You are agreeing to both B-Stock Solutions’ and Company’s privacy policies.

2. Additional Definitions

2.1 A “Completed Purchase” occurs when (i) You have provided to Company 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 (defined below) for the Liquidation Merchandise has been received in the Company account specified in the Email Notification.

2.2 “Liquidation Merchandise” shall mean Company’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, defective, discontinued, expired, 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. Company 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 Liquidation Merchandise Condition. The Liquidation Merchandise are provided to You “as is” for purchase on the Site. Packaging, accessories such as belts, dust bags, shoe boxes, lining, etc. may or may not be included. Further, Liquidation Merchandise may consist of Company’s customer returns or Company’s inventory items which may have been previously shipped, are expired, open box/packaging, and/or damaged (e.g. pump not working, broken makeup, underfilled product, etc.). The condition of the Liquidation Merchandise will vary and standard designations regarding a product’s condition will be set forth in the Listing. 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. 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 for an Extended Auction), for You bid to be eligible for the Auction. For purposes of these Terms of Purchase, "Extended Auction" shall mean any Auction where the Auction where if a bid is entered within the final 5 minutes of the original closing time, the Auction will be extended by 3 minutes. If a bid is then placed before the extended 5 minutes elapses, the Auction will be extended again for 3 minutes and the listing will continue to be extended until there are no new bids placed within the final 5 minutes of 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. The Company 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. If You fail to register a Completed Purchase within two (2) business days of when the Email Notification is sent by Company, You shall forfeit any right to purchase such Liquidation Merchandise and Company 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 Failure to Pay Penalty. 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:

3.4.1 1st Offense:

3.4.1.1 \$0-\$10,000 Purchase Price: \$100 Fee

3.4.1.2 \$10,000+ Purchase Price: \$500 Fee

3.4.2 2nd Offense:

3.4.2.1 \$0-\$10,000 Purchase Price: \$500 Fee

3.4.2.2 \$10,000+ Purchase Price: \$1,000 Fee

3.4.3 3rd Offense:

3.4.3.1 \$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, Company 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 Company 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 Company 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, Company 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 Company

strives to provide accurate product and bid information, typographical or system errors may occur. 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 Company under the payment terms set forth in the Email Notification and on the Site. Company 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 any other conditions to the sale, Company will sell, assign, transfer and convey to You all of Company'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 Company References. Under no circumstances will You advertise any Liquidation Merchandise for sale listing Company or any Company Entity 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 Company or any other Company Entity in any way. You must permanently remove and destroy any remaining tags, markings, labels, or packaging bearing any Company or Company Entity 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 Company information. For clarity, You will not have access to any Company customer information, including without limitation, sales receipts, addresses, phone numbers, credit card numbers or other personally identifiable information, and in the event You inadvertently receive any such information that may be included with the Liquidation Merchandise, You will not use such information and agree to promptly remove, delete, and destroy all such 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 Company 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 De-Labeling. Liquidated Merchandise must be de-labeled in accordance with Company's **De-labeling Guidelines found here: contemporaryfashion.bstock.com/de-labeling-instructions**.

4.6 Disposal of Liquidation Merchandise. If You dispose of all or any portion of the Liquidation Merchandise, You represent and warrant that such disposal shall be completed in compliance with (i) all applicable laws and regulations; (ii) industry standards; and (iii) any additional instructions provided by Company. Liquidated Merchandise that are damaged or defective must be destroyed in a manner that is compliant with these Terms of Purchase and all applicable laws and regulations. You shall dispose of the Liquidated Merchandise in your own name and for your own account. You shall not hold yourself out as being the Company or any Company Entity's auction agent or as having authority to represent, bind or act for Company or any Company Entity in any capacity whatsoever.

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 Company, using a carrier of Company's choice, to a location in the United States that You specify in response to the Email Notification (the "**Inventory Location**") on or about a date mutually agreed to by You and Company (the "**Shipment Date**"). You or Your agent must specify the Inventory Location and schedule the Shipment Date by contacting Company, pursuant to the instructions set forth in the Email Notification, within 2 business days after You receive the Email Notification.

5.2 Title; Risk of Loss. Title and risk of loss for the Liquidation Merchandise shall pass to You when Company 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(d), 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(b) shall constitute an unqualified acceptance of the Liquidation Merchandise and a waiver by You of all claims with respect thereto except as set forth in Section 5(d). 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(a) to inspect the shipment for any discrepancies in the quantity or quality delivered and report such discrepancy to Company in writing. Buyer must provide a detailed manifest, identifying each item that is missing or

damaged (other than as described in the Listing), and, if damaged, the exact nature of such damage, as well as any supporting images or other documentation. Company reserves the right to conduct an additional inspection at its own expense. If Company acting reasonably and in good faith, agrees that an under delivery has occurred greater than 5%, based on the listed retail value of the Auction, Company 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 for 100 items, and the shipment is missing 10 items (i.e. 10% of the of the listed retail value of the auction), Company 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 Company or a credit to Your B-Stock account, at Company's discretion. Following such five (5) day inspection period, You shall no longer have the right to claim any reimbursement for under delivery or quality. You will have no recourse for discrepancies 5% or below.

5.5 Further Assurances. Company and You each agree 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 from Company to Buyer and to consummate the transactions contemplated herein.

6. Confidentiality

You acknowledge that by reason of Your relationship to Company, You will have access to certain information and materials concerning Company'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 Company. 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 will have access to confidential information pertaining to You. You may not issue any press release or make any public announcement about these Terms of Purchase or relating to its relationship with Company or any Company Entity without Company's prior express written approval and consent. You further agree that You shall not, unless legally required to or in strictest confidence to its professional advisors, state either publicly or privately that You purchased the Liquidation Merchandise from Company or that the Liquidation Merchandise were previously owned by the Company. Notwithstanding anything in this Section 6 to the contrary, any information (a) already in the public domain through no fault of Your own, (b) independently developed by You without the use of or access to the other party's confidential information, or (c) 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 Company of such order, if permitted by law, in order to provide Company with a reasonable opportunity to contest such order or to seek such other protective action as Company may elect and if disclosure of that Confidential Information is required, furnish only such portion of the Confidential Information that You are advised by Your counsel is legally required to be disclosed. 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 (i) perform Your obligations hereunder in a professional and competent manner; (ii) comply with all state and local laws, rules, regulations, orders, rulings, and ordinances, including, without limitation, any and all environmental, consumer protection, taxation, data protection and export control laws and regulations ("**Laws**"); (iii) 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 Company, will provide all details of any such handling by You; (iv) obtain and maintain all necessary licenses and permits for the performance of Your obligations hereunder; (v) de-label Liquidated Merchandise in accordance with Company's de-labeling guidelines; (vi) not engage in any deceptive, misleading or unethical practices detrimental to Company or the public, including, without limitation, making statements regarding the Liquidation Merchandise that You cannot substantiate; (vii) remove from all Liquidation Merchandise any markings, labeling or other indicia that the Liquidation Merchandise was previously stored, owned or held in inventory by Company; and (viii) 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 B-Stock, Company, each Company Entity, and their affiliates (and the directors, officers, employees, and agents of Company, each Company Entity, and their affiliates) ("**Company Indemnified Party(ies)**") from and against any and all claims, actions, losses, liabilities, damages, settlements, judgments, and costs (including, without limitation, reasonable attorneys' fees and legal expenses)

(collectively, “**Claims**”) arising out of or relating to: (i) 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 Company or any defect (pre-existing or otherwise) in the Liquidation Merchandise; (ii) any disposal, destruction, or recycling of any Liquidation Merchandise by You; (iii) any removal or remediation action under any environmental or similar Laws in connection with the Liquidation Merchandise; and (iv) any breach by You of the terms of this Agreement. You will use counsel reasonably satisfactory to Company to defend each Claim. Company may, at its own expense, participate in the defense of any Claim with counsel of its own choosing. You will not, without Company’s prior written consent (which may be given or withheld at Company’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 Company Indemnified Party or which would otherwise adversely affect any Company 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. Batch-tracking

You confirm that You have and will maintain batch-tracking systems so that, if Company identifies any problems or concerns following delivery of the Liquidation Merchandise to You, it is able to identify and procure the Recall (if necessary) of the Liquidation Merchandise which may be affected. For the purposes of this Agreement, “**Recall**” means the actual, threatened or potential need to withdraw from sale, request the return of or recover from customers, consumers or other downstream users, or issue into the public domain consumer guidance related to, any of the Liquidation Merchandise due to concerns about the safety, quality, content or ingredients of the Liquidation Merchandise or about that Liquidation Merchandise’s compliance with labeling or applicable law, regulation or licensing requirements.

9. Warranty Disclaimer; Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE LIQUIDATION MERCHANDISE ARE PROVIDED BY THE COMPANY TO YOU “AS IS” AND THE COMPANY 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 THE COMPANY NOR B-STOCK 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 THE COMPANY’S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM THESE TERMS OF PURCHASE, EXCEED THE PURCHASE PRICE PAID BY YOU TO THE COMPANY FOR THE LIQUIDATION MERCHANDISE AT ISSUE. NEITHER B-STOCK NOR THE COMPANY SHALL BE HELD LIABLE FOR ANY ERROR IN A LISTING THAT THE COMPANY CORRECTS PRIOR TO THE PURCHASE OF THE LIQUIDATION MERCHANDISE TO WHICH THAT LISTING APPLIES. THIS LIMITATION OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION.

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.

10. Use of the Site

You agree and acknowledge that neither the Company nor B-Stock make guaranty of the accuracy, correctness or completeness of any Listing 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 Listing contained with the Site; losses or damages arising from the use of the Listing provided by the Site; any conduct by You in connection with the Site; or any Listing 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 Company in writing (including by posting on the Site) from time to time.

11. Breach of Terms of Purchase

If You fail to comply with any term or condition in this Terms of Purchase, Company may immediately terminate Your account, deactivate Your password, and seek any other remedy available to Company or any Company Entity.

12. General Provisions

12.1 General. These Terms of Purchase will be governed by the laws of the state of California, 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 Los Angeles County, California 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.

12.2 Force Majeure. Company 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 Company's reasonable control, whether or not of the kind specifically enumerated above.

12.3 Terms of Purchase Updates. These Terms of Purchase was last updated on **October 13, 2020**. Please check our Terms of Purchase periodically for changes.