

Terms of Purchase

Last Updated: October 20, 2019

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 customer of Essendant Co. ("Essendant") and B-Stock will share the information required for Essendant to fulfill your order. Essendant 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 Essendant privacy policies.

1. Acceptance of Terms of Purchase Agreement

1.1 Acceptance of Terms. This Terms of Purchase Agreement ("Agreement") is an ongoing contract between you and Essendant Co. ("Essendant" or "we"), and it applies to your use of Essendant's online liquidations website located at (<https://bstock.com/essendant/>) (the "Site"), hosted and configured by B-Stock Solutions, Inc. ("BStock"), through which you may purchase Inventory Products from Essendant in consideration of the mutual promises set forth in this Agreement and 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. This Agreement governs 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 this Agreement each time you log into the Site. If you do not agree to this Agreement, 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 Modifications to Terms. We reserve the right, from time to time, with or without notice to you, to change this Agreement 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 this Agreement 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. 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 this Agreement. No documentation issued to you by Essendant will alter this Agreement unless signed by an authorized Essendant representative. You agree to keep your email address and other contact information current at all times.

2. Additional Definitions

"Buyer" or "you" or "your" shall mean the individual who purchases Inventory Products from Essendant through the Site under the terms described herein and the entity that such individual represents in making the purchase, if applicable.

A "Completed Purchase" occurs when (i) you have provided to Essendant 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 Essendant account specified in the Email Notification.

"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.

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

"Extended Auction" shall mean an auction where if a bid is entered within the final 10 minutes of the original closing 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.

"Inventory Products" shall mean Essendant's inventory products that are available for purchase on the Site under the terms described herein.

"Listing" or "Listings" 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. Essendant 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.

“Promotional Content” shall mean any and all information, service or content provided by Essendant or its agents in any medium in connection with this Agreement, including promotional content and Listings displayed on the Site.

3. Auction Process

3.1 Inventory Products. Inventory Products consist of customer returns or overstock items or other merchandise that may or may not have been previously sold. The condition of the Inventory Products may vary and items of Inventory Products may be damaged, past the “sell by” or other similar date, or otherwise not in resaleable condition. Inventory Products may not be in the original manufacturer master carton and may instead be in generic boxes. Inventory Products may be missing components, parts, cables, remote controls, instructions, or other items that the packaging indicates are included. Essendant makes no warranty or representation that the Listings are accurate, complete, reliable, current, or error-free. The Listings may contain errors or omit information. 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. You may only resell Inventory Products where legally permitted and in compliance with all laws. You acknowledge and agree that there is no guarantee of quantity, kind, condition, or amount of Inventory Products to be provided under this Agreement. You have no return rights of any kind with respect to Inventory Products, or any right to reject Inventory Products or refuse delivery. All sales are final. Essendant disclaims any implied warranty of merchantability or fitness for a particular purpose with respect to the Inventory Products.

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 agree that you accept all terms and conditions in this Agreement. 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. If your bid is deemed the winning bid you will be notified by Email Notification. This 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 Email 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. Essendant 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 Agreement 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 Essendant, you shall forfeit any right to purchase such Inventory Products and Essendant 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 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. Charges and fees assessed for failure to register a Completed Purchase are set forth in Section 5.1 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. 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. Essendant 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 purchases of products, including fulfillment of a purchase after completion of an auction and payment for the products. If Essendant cancels any purchase of products after you have submitted payment for such products, Essendant 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 Essendant 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, any included shipping cost, and any additional fees, for certain Inventory Products in an Auction (the "Purchase Price"), Essendant hereby agrees to sell to you such Inventory Products for which you have posted the winning bid pursuant to your compliance with the terms set forth in this Agreement 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 listing descriptions and winning bid Email Notifications, within 2 business days after end of Auction. Your failure to pay the Purchase Price means that the winning bid will be forfeited and Essendant has the right to relist the auction or sell to the next highest bidder in its sole discretion. Nothing in this Agreement shall otherwise obligate Essendant to sell Inventory Products 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. Please note that there may be certain bids and purchases that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any bid or purchase for any reason. For example, Essendant 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 Essendant 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 Essendant under the payment terms set forth in the Email Notification and on the Site. Essendant 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, Essendant will sell, assign, transfer and convey to you all of Essendant'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, or shall make such Inventory Products available for removal by you or your agents in the manner set forth in Section 5 below.

4.4 Taxes. Essendant shall not be obligated to complete any sale of Inventory Products to you, for either pickup or delivery, unless and until you have provided to Essendant a properly executed resale exemption certificate that is valid in the state where the inventory products are made available to you for pickup or the destination state that Essendant ships to. Please visit the applicable taxing authority's website to determine the requirements for a properly executed resale certificate. Essendant retains the right to determine the validity of your certificate. You will be responsible to remit tax directly to the proper taxing authority for any inventory products purchased under a resale exemption certificate that are used in a non-exempt manner.

Essendant is not liable for any of the taxes that you are legally obligated to pay as a result of your distribution or resale of Inventory Product purchased under these Terms of Purchase. All such taxes (including without limitation, income taxes, withholding taxes, value added, franchise, gross receipt, sales, use, property or similar taxes, duties, levies, fees, excises or tariffs incurred in connection with or related to the distribution of the Inventory Products) will be your financial responsibility. You understand and acknowledge that you will be solely responsible for all taxes, your and your employees' wages, benefits, unemployment compensation and workers' compensation and all other costs and expenses relating to your employees and applicable to the performance of these Terms of Purchase, whether imposed now or at a later date.

4.5 Identification of Manufacturers. 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 Essendant's specifications, to remove, if possible, all of the identifying marks, including, but not limited to, Essendant's and manufacturer's or their 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 Essendant 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 remove, delete, and destroy all such information. You shall not under any circumstances (i) identify Essendant, a manufacturer, their 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 Essendant, a manufacturer, their parent or any of its divisions or affiliates, or any of its or their private labels, in any manner; (iii) make reference to Essendant, a manufacturer, or their parent or any of its affiliates or divisions in any signing or advertising; or (iv) advertise the Inventory Products using any name related to Essendant's suppliers or supplier brand names.

5. Shipment 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 the Essendant facility identified in the Email Notification (the "Inventory Location") at a time mutually agreed to by you and Essendant (the "Pickup Time"). You or your agent must schedule the Pickup Time by contacting Essendant pursuant to the instructions set forth in the Notification Email. You shall be solely responsible for removal of the Inventory Products from Essendant'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 Essendant's premises entirely at your risk as regards any and all hazards excepting only those found to be caused by Essendant's sole negligence. While on Essendant's premises, your employees and agents must observe all of Essendant's rules and regulations. You shall remove all Inventory Products from the Inventory Location within three (3) business days of receiving notice from Essendant that the Inventory Products are ready for pick-up. If you fail to remove such Inventory Products within this time, Essendant, 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 Essendant less a storage charge of \$10 per pallet per each of the days Essendant held the Inventory Products for you after you registered a Completed Purchase. Alternatively, Essendant in its sole discretion may elect to provide shipping for auction orders. Shipments will take place within 5 business days of wire transfer. You will be contacted by the shipping carrier shortly after payment to schedule your delivery time and also to verify address and delivery requirements. You will not need to arrange your own shipping carrier, nor call the warehouse to schedule shipments. The carrier will call you. On each auction page, the Shipping Cost will be accurate based upon the weight and pallet count of the lot, and your zip code and state stored in your Personal Information. Changing your shipping address may update shipping cost on the auction page. Upon conclusion of the auction, you will be responsible to pay the winning bid amount plus the shipping amount. Once payment is made, the address on file will be used for shipping. Changing your address AFTER making payment may delay delivery of your goods AND may generate reconsignment fees requiring additional wiring of funds. Buyers are responsible for unloading all trucks. The unloading location of your order has to have a loading dock or forklift in order to unload the goods, as not every carrier truck is guaranteed to have a liftgate. Unloading/lumper fees, if any, are the responsibility of the buyer. Buyers will be responsible for all shipping costs related to the delivery of any purchased Inventory Products to you, including any applicable storage or other costs assessed by such carrier in the event of such carrier's inability to deliver such Inventory Products to you. If you fail to agree to take receipt of Inventory Products within five (5) business days of the Completed Purchase of such Inventory Products, Essendant 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 Essendant less (i) a storage charge of \$10 per pallet per each day Essendant 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. Note that Essendant will not provide any hazardous materials shipping information for purchases.

5.2 Title; Risk of Loss. Title to the Inventory Products shall remain with Essendant 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 Essendant 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) days from the date of delivery of Inventory Products in accordance with Section 5.1 to inspect the shipment for any discrepancies in the quantity delivered and report such discrepancy to Essendant in writing. Buyer must provide a detailed manifest, labeling each item that is missing or damaged, and the quality of such damage, as well as any supporting images or other documentation. Essendant reserves the right to conduct an additional inspection at its own expense. If Essendant agrees that an under delivery has occurred, Essendant will reimburse you for any acknowledged under delivery. Such reimbursement may be in the form of an offset against any payments you may owe to Essendant, at Essendant's discretion. Following such five (5) day inspection period, you shall no longer have the right to claim any reimbursement for underdelivery. The provisions of this Section 5.4 shall not apply to Inventory Products sold in trailer loads.

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 Essendant. 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 this Agreement. Notwithstanding the foregoing, you understand that BStock will have access to confidential information pertaining to you. You may not make any public announcement about this Agreement without Essendant'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 shall indemnify, defend (with counsel reasonably acceptable to Essendant), and hold harmless Essendant and BStock, 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, (v) your breach of this Agreement; or (vi) any damages to an Essendant Facility or bodily injury occurring on or around an Essendant Facility resulting from your pick up of Inventory Products.

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, THE INVENTORY PRODUCTS ARE PROVIDED BY ESSENDANT TO YOU "AS IS" AND ESSENDANT 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. 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 ESSENDANT'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM THESE TERMS OF PURCHASE, EXCEED THE PURCHASE PRICE PAID BY YOU TO ESSENDANT FOR THE INVENTORY PRODUCTS AT ISSUE. ESSENDANT SHALL NOT BE HELD LIABLE FOR ANY ERROR IN A LISTING THAT ESSENDANT CORRECTS

PRIOR TO THE PURCHASE OF THE INVENTORY PRODUCTS TO WHICH THAT LISTING APPLIES. THIS LIMITATION OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION.

9. Use of the Site

You agree and acknowledges that BStock 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 BStock or Essendant in writing (including by posting on the Site) from time to time.

10. Breach of Agreement

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

11. General Provisions

11.1 This Agreement will be governed by the laws of the state of Illinois, 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. Any and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Illinois, excluding Illinois' choice-of-law principles. Claims must be brought in the federal or state courts situated within boundaries of the U.S. District Court for the Northern District of Illinois. To the fullest extent permitted by law, and as separately bargained-for consideration, each party hereby waives any right to trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or relating to this Agreement. No waiver of or failure to enforce any provision of this Agreement shall constitute a continuing waiver, and no waiver shall be effective unless made in a signed writing. The division of this Agreement 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 this Agreement. 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. Essendant 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 Essendant's reasonable control, whether or not of the kind specifically enumerated above.

11.3 The Agreement was last updated on **October 20, 2019**. Please check our Agreement periodically for changes.