

Terms

Last Updated: July 13, 2023

1. Payment terms.

Purchaser shall make all payments for the Excess Inventory to B-Stock by wire transfer. Cash payments are not accepted.

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:

1. 1st Offense: \$0-\$10,000 Purchase Price: \$100 Fee
1. 1st Offense: \$10,000+ Purchase Price: \$500 Fee
1. 2nd Offense: \$0-\$10,000 Purchase Price: \$500 Fee
1. 2nd Offense: \$10,000+ Purchase Price: \$1,000 Fee
1. 3rd Offense: \$1,000 Fee

2. Acceptance of Terms of Purchase

2.1. Acceptance of Terms. These Terms of Purchase are an ongoing contract between you and Sam's Club West ("Sam's Club" or "we") and apply to your use of SamsClub.com's online marketplace located at, <https://bstock.com/samsclub/>, (the "Site"), hosted and configured by B-Stock Solutions, Inc. ("BStock"), through which you may purchase Inventory Products from Sam's Club in consideration of the mutual promises 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.

2.2. Modifications to Terms. We reserve the right, from time to time, with or without notice to you, to change these Terms of Purchase in our sole and absolute discretion. If we make material changes to these Terms of Purchase, we will notify you with an in-app message, by email, or by means of a notice on our Site. The most current version of these Terms of Purchase will supersede all previous versions and can be reviewed by clicking on "Terms of Purchase" located at the bottom of the pages of the Site. Your 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 unless signed by an authorized Sam's Club representative. You agree to keep your email address and other contact information current at all times.

3. Additional Definitions

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

3.2. A "Completed Purchase" occurs when (i) you have provided to Sam's Club 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 Sam's Club account specified in the Email Notification.

3.3. "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 2 minutes. If a bid is then placed before the extended 10 minutes elapses, the auction will be extended again for 2 minutes and the listing will continue to be extended until there are no new bids placed within the final 2 minutes of the auction.

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

3.5. "Listing" shall mean the content on the Site associated with particular Inventory Products, including, but not limited to, the description and quantity of the Inventory Products. Sam's Club 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.

3.6. "Promotional Content" shall mean any and all information, service or content provided by Sam's Club or its agents in any medium in connection with these Terms of Purchase, including promotional content and Listings to be displayed on the Site.

4. Auction Process

4.1. Inventory Products. Inventory Products can consist of direct to consumer customer returns that have been previously shipped; displays; or DC Damages. The condition of the Inventory Products will vary and standard designations regarding a product's condition will be set forth in the Listing. The Inventory Products are provided to you "as is" for purchase on the Site. Accessories such as remote controls, cables and instructions may or may not be included.

4.2. Auction Process. Inventory Products will be sold pursuant to the auction process set forth in this Section 4 (the "Auction"). If you wish to bid on Inventory Products, 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. 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. Sam's Club 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.

4.3. Winning Bids. If your bid is deemed the winning bid at the end of the Auction for certain Inventory Products, you agree to promptly purchase such Inventory Products pursuant to the terms and instructions set forth in this Terms of Purchase and in the Email Notification. If you fail to register a Completed Purchase within two (2) business days of when the Email Notification is sent by Sam's Club, you shall forfeit any right to purchase such Inventory Products and Sam's Club 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.

5. Conditions to Sale; Payment

5.1. Purchase Price. In consideration for your payment of the purchase price set by the winning bid for certain Inventory Products in an Auction (the "Purchase Price") and all applicable taxes, Sam's Club 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 Terms of Purchase and the 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 Sam's Club account set forth in the wiring instructions included in the Email Notification. Nothing in these Terms of Purchase shall otherwise obligate Sam's Club 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.

5.2. 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. Some situations that may result in your bid or purchase being canceled include, but are not limited to, inaccuracies or errors in product or bid information, or problems identified by our credit and fraud avoidance department. While Sam's Club 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.

5.3. Payment Terms. You shall submit the Purchase Price to Sam's Club under the payment terms set forth in the Email Notification and on the Site. Sam's Club 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 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, Sam's Club will sell, assign, transfer and convey to you all of Sam's Club's right, title and interests 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 6 below.

5.4. Other Conditions. Sam's Club shall not be obligated to complete any sale or deliver any Inventory Products to you unless and until you have submitted to Sam's Club an accurate and complete re-sale certificate in a form acceptable to Sam's Club.

5.5. Identification of Sam's Club. 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 Sam's Club's specifications, either (a) to remove, if possible, all of the identifying marks, including, but not limited to, Sam's Club's or its affiliates' names, logos, serial numbers, UPC numbers, RA numbers, and other identifying marks (including but not limited to tags, labels, price stickers, bar codes, or other carton or packaging markings) from the packaging, [or] (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 remove or delete all Sam's Club customer information, including without limitation sales receipts, addresses, phone numbers and credit card numbers, that may be included with the Inventory Products. You shall not under any circumstances (i) identify Sam's Club, 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 Sam's Club 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 Sam's Club 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 Sam's Club's suppliers.

6. Removal and Acceptance of Inventory products

6.1. Removal and Shipment of Inventory Products. The Inventory Products purchased by you shall be made available to you for receipt at the Sam's Club facility identified in the Email Notification (the "Inventory Location") at a time mutually agreed to by you and Sam's Club (the "Pickup Time"). You or your agent must schedule the Pickup Time by contacting Sam's Club pursuant to the instructions set forth in the Notification Email. You shall be solely responsible for removal of the Inventory Products from Sam's Club'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 Sam's Club 's premises entirely at your risk as regards any and all hazards excepting only those found to be caused by Sam's Club's sole negligence. While on Sam's Club 's premises, your employees and agents must observe all of Sam's Club 's rules and regulations. 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, Sam's Club 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 Sam's Club less (i) a storage charge of \$10 per pallet per each of the days Sam's Club 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.

6.2. Title; Risk of Loss. Title to the Inventory Products shall remain with Sam's Club 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.

6.3. Acceptance. Your acceptance of possession of the Inventory Products from Sam's Club pursuant to Section 6.2 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 6.4. All sales are final.

6.4. Inspection. Sam's Club shall mark all boxes containing Inventory Products with a summary of contents and quantities contained therein. You shall have five (5) days from the date of removal of Inventory Products from Sam's Club's premises in accordance with Section 6.1 and 6.2. to inspect the shipment for any discrepancies in the stated quantity and report

such discrepancy to Sam's Club in writing. Sam's Club reserves the right to conduct an additional inspection at its own expense. If Sam's Club agrees that an underdelivery has occurred, Sam's Club will reimburse you for any acknowledged underdelivery. Such reimbursement may be in the form of an offset against any payments you may owe to Sam's Club, at Sam's Club's discretion. Following such five (5) day inspection period, you shall no longer have the right to claim any reimbursement for underdelivery.

6.5. 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.

7. Privacy and Confidentiality

7.1. 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 Sam's Club. Each party shall take every reasonable precaution to protect the confidentiality of such information. Notwithstanding the foregoing, you understand that BStock will have access to confidential information pertaining to you. You may not make any public announcement about these Terms of Purchase without Sam's Club's prior written approval and consent. Notwithstanding anything in this Section 7.1 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 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 7 shall survive each purchase transaction hereunder.

8. Representations and Warranties; Indemnity

8.1. To Sam's Club knowledge (i) the Inventory Products are not stolen, illegally copied or 'pirated', [are in their original, commercially released form, and have not been altered in any way], (ii) the Inventory Products have been fully paid for by Sam's Club and (iii) no third party has any rights to, or claims in connection with, the Inventory Products.

8.2. You shall indemnify and hold Sam's Club and BStock 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 or (ii) any sale, use or handling of the Inventory Products.

8.3. The indemnity obligation under this Section 8 shall survive each purchase transaction hereunder.

9. Warranty Disclaimer; Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE INVENTORY PRODUCTS ARE PROVIDED BY Sam's Club TO YOU "AS IS" AND "WHERE IS" AND Sam's Club 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 THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY 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 Sam's Club'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM THESE TERMS OF PURCHASE, EXCEED THE PURCHASE PRICE PAID BY YOU TO Sam's Club FOR THE INVENTORY PRODUCTS AT ISSUE. Sam's Club SHALL NOT BE HELD LIABLE FOR ANY ERROR IN A LISTING THAT Sam's Club CORRECTS PRIOR TO THE PURCHASE OF THE INVENTORY PRODUCTS TO WHICH THAT LISTING APPLIES. THIS LIMITATION OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION.

10. 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 Sam's Club in writing (including by posting on the Site) from time to time.

11. Breach of these Terms of Purchase

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

12. General Provisions

12.1. These Terms of Purchase will be governed by the laws of the state of Arkansas, without reference to its choice of law rules. 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 these Terms of Purchase.

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

12.3. The Terms of Purchase was last updated on **August 3, 2020**. Please check our Terms of Purchase periodically for changes.