

Revlon Brands Terms of Purchase

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These Terms of Purchase are an ongoing contract between you and Revlon (“Revlon” or “we”) and apply to your use of Revlon’s online marketplace located at Revlon Brands Auctions (the “Site”), hosted and configured by B-Stock Solutions, Inc. (“B-Stock”), including your viewing, bidding upon, and purchase of Revlon’s inventory from the Site (“Inventory Products”). You may not access to or use the Site if you are not a business entity set up in the USA and with your main shipping address being in the USA. 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. When you register on and subsequently use the Site, B-Stock is collecting the information that you provide and will protect and use it in accordance with its privacy policy. Should you bid on and win Inventory Products on the Site, you will become a Revlon customer and B-Stock will share the information required for Revlon to fulfill your order. Revlon will protect and use that information according to the terms of its privacy policy available on <https://www.revlon.com/revlon-global-privacy-policy>. Therefore, by registering to use this site, you are agreeing to both B-Stock Solutions’ and Revlon privacy policies.

NOTE: Revlon Brands are not authorized to be sold on any 3P Marketplaces such as Amazon, Walmart, Ebay etc. If the purchaser is in violation of this Revlon Brands Policy, they will be removed from the Site.

1. Acceptance and Modification 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 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 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 continued use of the Site following the posting of changes indicates your agreement to and acceptance of the changes. We will indicate the date on which these Terms of Service were last changed at the beginning of these Terms of Purchase. You agree to keep your email address and other contact information current at all times.

2. Additional Definitions

2.1 “Buyer” or “you” or “your” shall mean the business entity that registers or logs into the Site for the purpose of viewing, bidding upon and/or purchasing Inventory Products.

2.2 A “Completed Purchase” occurs when (i) you have provided to Revlon all of the purchase information requested in the Email Notification (defined below) in the manner specified in such Email Notification to complete your purchase (including an exemption certificate acceptable to the relevant taxing authority where applicable) and (ii) the Purchase Price for the Inventory Products has been received in the bank account specified in the Email Notification.

2.3 “Extended Auction” shall mean any auction where the auction is extended, one or more times, due to a bid being placed within the final 5 minutes of the auction. Each extension is for a period of 3 minutes.

2.4 “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. Revlon 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 made after such modification.

2.5 “Promotional Content” shall mean any and all information, materials, or content provided or otherwise made available to you by Revlon or its agents in any medium in connection with these Terms of Purchase, including promotional content and Listings displayed on the Site.

3. Auction Process

3.1 Inventory Products. Inventory Products may consist of customer returns or company stock items, some of which may have been previously shipped. The condition of the Inventory Products will vary and standard designations regarding a product’s condition will be set forth in the Listing. The 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 and/or value set forth in the Listing . Accessories such as remote controls, cables and instructions may or may not be included. Inclusion of accessories will be delineated in the Listing.

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. In order to be eligible for the Auction, 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). If your bid is the highest bid at the conclusion of an Auction (the "Winning Bid") you will be notified by email (the "Email Notification") at the email address you provided when you registered for your account (or as subsequently updated by you by following instructions on the Site). The Email Notification will serve as your official proof of your Winning Bid and/or official invoice. Any additional formal invoice or proof of your Winning Bid outside of the original winning 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. Revlon 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 Terms of Purchase and in the Email Notification. In addition to Revlon's other remedies, penalties for failure to make a Completed Purchase for any Auction for which you have the Winning Bid are set forth in this Section and in Section 4.1 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. Revlon reserves the right, in its sole discretion at any time and for any reason, to deactivate your Site account, reject any offer to purchase Inventory Products or suspend or cancel any auction or purchase of Inventory Products, including fulfillment of a purchase after completion of an auction and payment for the Inventory Products. If Revlon cancels any purchase of Inventory Products after you have submitted payment for such Inventory Products, Revlon 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 Revlon or B-Stock.

4. Conditions to Sale; Payment

4.1 Purchase Price. In consideration for your payment of the Winning Bid amount for an Auction, and any applicable shipping costs, taxes, and fees (the "Purchase Price"), Revlon hereby agrees to sell to you the Inventory Products for such Auction subject to your compliance with the terms set forth in this Terms of Purchase and the Email Notification. You may provide Revlon an exemption certificate acceptable to the relevant taxing authority prior to your registering the Completed Purchase and making payment of the Purchase Price, in which case, Revlon and/or B-Stock shall not collect the taxes covered by such certificate. You agree to register the Completed Purchase and 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 Winning Bid Email Notification, within two (2) business days after end of the Auction. If you fail to register a Completed Purchase, including by failing to pay the Purchase Price, within two (2) business days of when the Email Notification is sent by Revlon, you shall forfeit any right to purchase such Inventory Products and, in addition to any other remedies, Revlon may deactivate your account and password so you can no longer access the Site and, at its sole discretion, may choose to (i) offer to sell such Inventory Products to the next highest bidder at such bidder's bid price or (ii) post such Inventory Products on the Site for sale in a new Auction. 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. By way of example, but not limitation, Revlon may cancel your bid or purchase if there are inaccuracies or errors in product, the bid information or your registration information, or if there are problems identified by our credit and fraud avoidance department. While Revlon 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 Revlon under the payment terms set forth in the Email Notification and on the Site. Revlon 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 receipt of the Purchase Price and the fulfillment of all other conditions to the sale, Revlon shall arrange with you for delivery of such Inventory Products in the manner set forth in Section 5 below.

4.4 Disposal of Inventory Products. You shall not dispose of the Inventory Products to or on any of the customers or outlets listed on Exhibit A attached to these Terms of Purchase (collectively, the "Excluded Customers") as it may be revised by Revlon from time to time in Revlon's sole and absolute discretion. You shall not dispose of any Inventory Products that are damaged or defective other than to destroy them in a manner compliant with these Terms of Purchase and with all applicable laws and regulations. Although you should not have access to any Revlon 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 not use such information and agree to promptly remove, delete, and destroy all such information. You shall dispose of the Inventory Products in their original packing and you shall not distort the original packing or remove, deface or obscure Revlon's product coding or labels printed onto or affixed to the Inventory Products. You shall not under any circumstances use any name relating to Revlon, its parent or any of its divisions or affiliates, or any of its or their private labels, trademarks, trade names, logos or any other intellectual property in any manner other than for the limited purpose of labeling the Inventory Products in accordance with these Terms of Purchase. You shall dispose of the Inventory Products in your own name and for your own account. You shall not hold yourself out as being Revlon's agent or as having authority to represent, bind or act for Revlon in any capacity whatsoever and you shall not incur any liability for which Revlon, its parent or any of its divisions or affiliates may become directly, indirectly or contingently liable.

5. Shipment and Acceptance of Inventory Products

5.1 Removal and Shipment of Inventory Products. Unless the auction listing or a notification to you specifies different terms regarding the removal and shipment of Inventory Products, the following terms of this Section 5.1 shall apply. The Inventory Products purchased by you shall be made available to you for receipt at the Revlon facility identified in the Email Notification (the "Inventory Location") at a time mutually agreed to by you and Revlon (the "Pickup Time"). You or your agent must schedule the Pickup Time by contacting Revlon pursuant to the instructions set forth in the Notification Email. You shall be solely responsible for removal of the Inventory Products from Revlon'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 Revlon's premises entirely at your risk as regards any and all hazards excepting only those found to be caused by Revlon's sole negligence. While on Revlon's premises, your employees and agents must observe all of Revlon's rules, regulations and instructions. You shall remove all Inventory Products from the Inventory Location within five (5) business days of receiving notice from Revlon that the Inventory Products are ready for pick-up. If you fail to remove such Inventory Products within this time, Revlon, in its sole discretion and in addition to any other remedies available to Revlon, 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 Revlon less (i) a storage charge of \$10 per pallet per each of the days Revlon held the Inventory Products for you after you registered a Completed Purchase; (ii) a restocking fee of twenty percent (20%) of the Purchase Price and (iii) any other expenses incurred or damages suffered by Revlon as a result of your failure.

5.2 Title; Risk of Loss. Title to the Inventory Products shall remain with Revlon until you or your agent 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. Without limiting the foregoing, you release B-Stock of any liability and waive all claims against B-

Stock with respect to such Inventory Products or the transportation or shipment of the Inventory Products. 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 Revlon 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) business days from the date of delivery of Inventory Products to inspect the shipment for any discrepancies in the quantity/quality delivered and report such discrepancy to Revlon 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. Revlon reserves the right to conduct an additional inspection at its own expense. If Revlon, 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 (or unit count if retail value is not available), and that such damage existed at the time of the delivery to Buyer, Revlon 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, Revlon will issue Buyer a reimbursement in the amount of \$100 (i.e., 10% applied to the winning bid amount of the Listing). Such reimbursement may be in the form of an offset against any amount you may owe to Revlon or a credit to your B-Stock account. Following the five (5) business day inspection period, you shall no longer have the right to claim any reimbursement for under-delivery/damage or for any other reason in connection with the Inventory Products.

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 Revlon. 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 these Terms of Purchase. Notwithstanding the foregoing, you understand that B-Stock will have access to confidential information pertaining to you. You may not make any public announcement about these Terms of Purchase without Revlon'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, and hold harmless Revlon and B-Stock, 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, or (v) your breach of these Terms of Purchase.

7.2 The indemnity obligation under this Section 7 shall survive each purchase transaction hereunder.

8. Warranty Disclaimer; Limitation of Liability

except as expressly set forth in these terms, the inventory products are provided by Revlon to you "as is", "with all faults", and "where is", and Revlon disclaims all warranties of any kind, whether express or implied, statutory or otherwise, with

respect to the inventory products, the site, or any other matter, including without limitation the inventory products' condition or quality and 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 Revlon's liability for any and all losses or damages arising from or in connection with these terms of purchase, exceed the purchase price paid by you to Revlon for the inventory products at issue. Revlon shall not be held liable for any error in a listing that Revlon corrects prior to the purchase of the inventory products 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.

9. Use of the Site

You agree and acknowledge that neither Revlon nor B-Stock make any guaranty of the accuracy, correctness or completeness of any Promotional Content and are not responsible for: (i) any errors or omissions arising from the use of any thereof; (ii) any failures, delays or interruptions in the delivery of any Promotional Content contained with the Site; (iii) losses or damages arising from the use of the Promotional Content provided by the Site; (iv) any conduct by you in connection with the Site; or (v) 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 Revlon 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, Revlon may immediately terminate your account, deactivate your password and seek any other remedy available to Revlon or its affiliates.

11. General Provisions

11.1 These Terms of Purchase will be governed by and interpreted in accordance with the laws of the state of New York, 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. You irrevocably consent to the exclusive venue and jurisdiction of the federal and state courts located in the City of New York in the state of New York for any action or proceeding arising out of these Terms of Purchase. Hereby waive any rights that you may have to bring disputes for resolution before any other court, tribunal or forum. 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. Revlon 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 Revlon's reasonable control, whether or not of the kind specifically enumerated above.