

Wireless Network Marketplace 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 SUPPLIER customer and B-Stock will share the information required for SUPPLIER to fulfill your order. SUPPLIER 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 SUPPLIER privacy policies.

1. Acceptance of Terms of Purchase

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

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 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. 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 individual who purchases Inventory Products from SUPPLIER through the Site under the terms described herein and the entity that such individual represents in making the purchase, if applicable.

2.2 A "Completed Purchase" occurs when (i) you have provided to B-Stock 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 BStock's SUPPLIER account with B-Stock, specified in the Email Notification.

2.3 "Extended Auction" shall mean an auction where if a bid is entered within the final 5 minutes of the original closing time, the auction will be extended by 5 minutes. If a bid is then placed before the extended 5 minutes elapses, the auction will be extended again for 5 minutes and the listing will continue to be extended until there are no new bids placed within the final 5 minutes of the auction.

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

2.5 "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. SUPPLIER 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.

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

2.7 "SUPPLIER" or "we" shall mean Bell Mobility Inc., where Buyer purchases mobile handsets, and the Source Electronics Inc. where Buyer purchases electronics.

3. Auction Process

3.1 Inventory Products. Inventory Products consist of customer returns or company stock merchandise, 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 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. 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. 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 your 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. This email 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 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. SUPPLIER or B-Stock 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. If you fail to register a Completed Purchase within two (2) business days of when the Email Notification is sent by B-Stock, you shall forfeit any right to purchase such Inventory Products and SUPPLIER 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. Penalties 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 cancellation fee, in order to prevent the deactivation of your account. The cancellation fee amounts are as follows, based upon the number of times that you have failed to pay for any winning bid in the preceding 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

In the preceding 12 months, if you fail to pay for any winning bids three or more times then Supplier or B-stock may cancel your account without written notice to you.

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"), SUPPLIER 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 for the Inventory Products by wire transfer in the full amount of the Purchase Price to the bank account set forth in the payment 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 SUPPLIER 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 SUPPLIER to sell Inventory Products to you. You shall be responsible for all taxes, shipping costs, duties 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. In the event that 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 SUPPLIER under the payment terms set forth in the Email Notification and on the Site. SUPPLIER 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, SUPPLIER will sell, assign, transfer and convey to you all of SUPPLIER'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. SUPPLIER will not be responsible for any liability whatsoever, including any claims, expenses and fees, relating to Your failure or inability to make any payment to B-Stock.

4.4 Identification of SUPPLIER. 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, to remove, if possible, all of the identifying marks, including, but not limited to, SUPPLIER'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. You shall not under any circumstances (i) identify SUPPLIER, 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 SUPPLIER, its parent or any of its divisions or affiliates, or any of its or their private labels, in any manner; (iii) make reference to SUPPLIER or its parent or any of its affiliates or divisions in any signing or advertising; or (iv) advertise the Inventory Products using any name related to SUPPLIER's suppliers.

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 SUPPLIER facility, which is specified in the listing on the site identified in the Email Notification (the "Inventory Location") at a time mutually agreed to by you and SUPPLIER (the "Pickup Time"). You or your agent must schedule the Pickup Time by contacting SUPPLIER pursuant to the instructions set forth in the Notification Email. You shall be solely responsible for removal of the Inventory Products from SUPPLIER'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 SUPPLIER's premises entirely at your risk as regards any and all hazards excepting only those found to be caused by SUPPLIER's sole negligence. While on SUPPLIER's premises, your employees and agents must observe all of SUPPLIER's rules and regulations. To the extent that you transfer the Inventory Products outside of Canada You shall at all times be the exporter of record of the Inventory Products. You further agree to be responsible for any compliance obligations and costs related to export of the Inventory Products. Your obligation to pay such export costs shall not be limited by any limitation of liability contained in this End-User Agreement. For clarity, SUPPLIER will not be responsible for any fees whatsoever, related to the exporting of your Inventory Products to your shipping destination.

You shall remove all Inventory Products from the Inventory Location within three (3) business days of receiving notice from SUPPLIER that the Inventory Products are ready for pick-up. If you fail to remove such Inventory Products within this time, SUPPLIER, in its sole discretion, may choose to cancel your purchase of the Inventory Products, list such Inventory Products for auction on the Site and refund to you the Purchase Price you paid to SUPPLIER less (i) a storage charge of \$10 per pallet per each of the days SUPPLIER 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.

5.2 Title; Risk of Loss. Title to the Inventory Products shall remain with SUPPLIER 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.

All LTL and TL Kuehne & Nagel shipments will be insured (up to USD \$500,000) through Nacora International Insurance Brokers. Winning bidders will see insurance cost (0.22% of winning bid) on freight invoice.

Deductible: 5% of sum insured per shipment, minimum USD\$1,000.00 per claim/occurrence.

Buyers will be reimbursed full value of purchase minus deductible.

Cargo Claims: Rates are based on NO carrier liability for cargo claims \$50.00 CAD and under. Valuation/Liability: Maximum carrier liability \$2.00 CAD/lb or \$4.41 CAD/kg for all LTL and TL shipments. Insurance / Additional Liability Coverage: Contact your local Kuehne + Nagel office to obtain a quotation for additional coverage of the goods being shipped. Deductibles apply and vary in amounts.

5.3 Acceptance. Your acceptance of possession of the Inventory Products from SUPPLIER 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 in accordance with Section 5.1 to inspect the shipment for any discrepancies in the quantity delivered and report such discrepancy to SUPPLIER 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. SUPPLIER reserves the right to conduct an additional inspection at its own expense. If SUPPLIER agrees that an under delivery has occurred, SUPPLIER 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 SUPPLIER, at SUPPLIER's discretion. Following such five (5) day inspection period, you shall no longer have the right to claim any reimbursement for underdelivery.

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 and Privacy/ Personal Information

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 SUPPLIER. 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 BStock will have access to confidential information pertaining to you. You may not make any public announcement about these Terms of Purchase without SUPPLIER'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. Immediately upon the demand of disclosing Party, receiving Party shall destroy disclosing Party's Confidential Information (and any and all permitted copies thereof) and certify such destruction to the disclosing Party.

6.2 Privacy/Personal Information. The purposes of this section, "*Personal Information*" shall have the meaning ascribed to it in Part 1 of the *Personal Information Protection and Electronic Documents Act* (Canada).

6.2.1 In the performance of its rights and obligations under this End-User Agreement Buyer acknowledges that it may receive Personal Information regarding the customers, employees and contractors of SUPPLIER. Buyer shall, at the earliest practical time following the receipt of such Personal Information delete, flash or otherwise destroy such Personal Information and shall provide to SUPPLIER a written letter signed by an officer of Buyer certifying the destruction of any Personal Information from Inventory Products within thirty (30) days of receiving any such Inventory Products.

6.2.2 During the period in which Buyer may be in possession of any Personal Information regarding customers, employees and contractors of SUPPLIER, it shall treat all such Personal Information as confidential and:

6.2.2.1 it will not use or reproduce such Personal Information, except to the extent necessary to fulfill its obligations under this End-User Agreement;

6.2.2.2 it will limit access to such Personal Information to those of its employees, including its subcontractors, employees, agents, representatives and Affiliates who have a need to be familiar with it;

6.2.2.3 except where required by law or as may be otherwise expressly provided for in this Section 6.2(a), it will not disclose such Personal Information to any third party (except to its subcontractors, agents, representatives and affiliates) without the prior written consent of SUPPLIER;

6.2.2.4 it will cease all use of such Personal Information and will return or destroy all such Personal Information, including any copies, at the direction of SUPPLIER, upon the termination of this End-User Agreement or upon request by SUPPLIER;

6.2.2.5 upon request, it will cooperate with SUPPLIER in order to allow SUPPLIER to respond to any requests by individuals to allow access to, correct, block, suppress or delete any such Personal Information that it holds on behalf of SUPPLIER;

6.2.2.6 if it becomes aware of a breach of any of the provisions of this Section 6.2, it will notify SUPPLIER immediately in writing and take all reasonable measures to prevent further breaches; and

6.2.2.7 it will cooperate with, and assist in, any investigation by SUPPLIER or by the Office of the Privacy Commissioner of Canada of a complaint that any such Personal Information has been collected, used or disclosed contrary to this Agreement or to Part 1 of the Personal Information Protection and Electronic Documents Act (Canada).

6.2.3 Buyer acknowledges that it shall not be entitled to any Personal Information about SUPPLIER subscribers as part of this End-User Agreement.

6.2.4 Unless (1) SUPPLIER confirms to Buyer that the Inventory Products are free of Personal Information or (2) Buyer is authorized to purchase the Inventory Products solely for the purpose of disassembling and recycling the Inventory Products itself (i.e. not for resale), then Buyer agrees that it will immediately remove all Personal Information from those Inventory Products within Canada prior to any export activity.

6.2.5 Buyer's obligations under this Section 6.2 are in addition to, and not in substitution for, any other obligations respecting confidentiality that may be contained in this End-User Agreement.

7. Representations and Warranties; Indemnity

7.1 You shall indemnify, defend, and hold harmless SUPPLIER 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, 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

8.1 EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE INVENTORY PRODUCTS ARE PROVIDED BY SUPPLIER TO YOU "AS IS" AND SUPPLIER 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.

8.2 Limitation of Liability.

IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of Direct Damages. SUPPLIER's liability for direct damages shall be limited to the value of the Purchase Price actually paid by Buyer in connection with the Auction that gave rise to the liability.

9. Use of the Site

You agree and acknowledges that B-Stock and SUPPLIER make no guarantee 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 SUPPLIER 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, SUPPLIER may immediately terminate your account, deactivate your password and seek any other remedy available to SUPPLIER or its affiliates.

11. General Provisions

11.1 This Agreement will be governed by and interpreted according to the laws in force in the Province of Ontario, excluding the rules relating to the conflict of laws. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement.

11.2 Compliance with Environmental Legislation, Policies and Practices - Legislation. Buyer is expected to comply with all applicable statutes, regulations, guidelines, codes of practices, orders from and agreements entered into with government authorities, or international instruments relating to the protection and conservation of the environment, which may be applicable to their business activities, including but not limited to the use, handling, storage, transportation and disposal of regulated hazardous substances. Buyer is expected to obtain, maintain and report on all environmental permits, approvals, licenses and registration as required under environmental legislation. SUPPLIER also expects the Buyer to have knowledge of all the environmental impacts associated with their business activities and where appropriate to implement policies, programs and employee training to address, in particular but not limited to, the following matters: (a) hazardous products management; (b) accidental spills and releases (c) air emissions and waste water control; and (d) waste management and waste recycling.

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

11.4 It is your obligation and responsibility to check our Terms of Purchase, for changes prior to your participation in each auction. If you do not agree to any changes made to the terms of purchase, your sole remedy shall be to discontinue your use of the site.

These Terms of Purchase were last updated on **October 20, 2019**. Please check our Terms of Purchase periodically for changes.