Buyer Terms of Purchase

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These Terms of Purchase are an ongoing contract between you and Vanity Fair Brands ("Vanity Fair Brands" or "we") and apply to your use of Vanity Fair Brands's online storefront located at (https://bstock.com/buy/seller/vanityfairbrands) (the "Site"), hosted and configured by B-Stock Solutions, LLC ("B-Stock"), including your viewing, bidding upon, and purchase of Vanity Fair Brands's inventory from the Site ("Inventory"). 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 on the Site, you will become a Vanity Fair Brands customer and B-Stock will share the information required for Vanity Fair Brands to fulfill your order. Vanity Fair Brands will protect and use that information according to the terms of its privacy policy. Therefore, by registering to use this Site, you are agreeing to B-Stock's Terms of Use, these Terms of Purchase, and both B-Stock's and Vanity Fair Brands privacy policies.

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 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 Purchase 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 entity that registers or logs into the Site for the purpose of viewing, bidding upon and/or purchasing Inventory.

2.2. A "Completed Purchase" occurs when (i) you have provided to Vanity Fair Brands all of the purchase information requested in the Notification (defined below) in the manner specified in such Notification to complete your purchase and (ii) the Purchase Price for the Inventory has been received as specified in the Notification.

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

2.4. "Listing Data" shall mean the content on the Site associated with particular Inventory, including, but not limited to, the description and quantity of the Inventory. Vanity Fair Brands shall have the right to modify or correct any Listing Data at any time and such modification shall

be binding on any purchase of any Inventory 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 Vanity Fair Brands or its agents in any medium in connection with these Terms of Purchase, including promotional content and Listings displayed on the Site.

3. Listing Process

3.1. Inventory. Inventory consists of customer returns or company stock items, some of which may have been previously shipped. The condition of the Inventory will vary and standard designations regarding a product’s condition will be set forth in the Listing. The Inventory is provided to you “as is” for purchase on the Site. The quantity and/or value of actual Inventory 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 Data. 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. Listing Process. Inventory will be sold pursuant to the listing process set forth in this Section 3 (the “Listing”). If you wish to bid on Inventory, you will be required to enter your bid amount. In order to be eligible for the Listing, 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 Listing (including any additional time added for an Extended Listing). If your bid is the highest bid at the conclusion of a Listing (the “Winning Bid”) you will be notified by email (the “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 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 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 Listing in which you participated. Vanity Fair Brands is not responsible for the failure of a 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 Listing for certain Inventory, you agree to promptly purchase such Inventory pursuant to the terms and instructions set forth in these Terms of Purchase and in the Notification. Penalties for failure to make a Completed Purchase for any Listing for which you have the Winning Bid are set forth in Section 4.1 below.

3.4. Deactivation; Cancellation. Vanity Fair Brands 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 or suspend or cancel any Listing or purchase of Inventory, including fulfillment of a purchase after completion of a Listing and payment for the Inventory. If Vanity Fair Brands cancels any purchase of Inventory after you have submitted payment for such Inventory, Vanity Fair Brands 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 Vanity Fair Brands or B-Stock.

4. Conditions to Sale; Payment

4.1. Purchase Price. In consideration for your payment of the Winning Bid amount for a Listing, and any applicable shipping costs, taxes, and fees (the “Purchase Price”), Vanity Fair Brands hereby agrees to sell to you the Inventory for such Listing subject to your compliance with the terms set forth in these Terms of Purchase and the Notification. You agree to pay the Purchase

Price for the Inventory in accordance with the instructions included in the Winning Bid Notification, within 2 business days after end of the Listing. If you fail to register a Completed Purchase, including by failing to pay the Purchase Price, within two (2) business days of when the Notification is sent by Vanity Fair Brands, you shall forfeit any right to purchase such Inventory and Vanity Fair Brands 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 to the next highest bidder at such bidder's bid price or (ii) post such Inventory on the Site for sale in a new Listing. 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, Vanity Fair Brands 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 Vanity Fair Brands strives to provide accurate product and bid information, typographical or system errors may occur. In the event that bids for Inventory are incorrectly listed or Inventory is 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. 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 in accordance with the payment terms set forth in the Notification and on the Site. Vanity Fair Brands 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 all other conditions to the sale, Vanity Fair Brands will sell, assign, transfer and convey to you all of Vanity Fair Brands's right, title and interests in and to the Inventory and shall arrange with you for removal and/or delivery of such Inventory in the manner set forth in Section 5 below.

4.4. Identification of Vanity Fair Brands. You shall not sell, lease or otherwise transfer or dispose of any of the Inventory that you purchase, unless you first Demanufacture such Inventory. "Demanufacture" means, in accordance with any Vanity Fair Brands's specifications provided to you, to remove, if possible, all of the identifying marks, including, but not limited to, Vanity Fair Brands'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. Although you should not have access to any Vanity Fair Brands 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, you will not use such information and agree to promptly remove, delete, and destroy all such information. You shall not under any circumstances (i) identify Vanity Fair Brands, its parent or any of its affiliates or divisions as the source of the Inventory; (ii) advertise the Inventory using any name relating to Vanity Fair Brands, its parent or any of its divisions or affiliates, or any of its or their private labels, in any manner; (iii) make reference to Vanity Fair Brands or its parent or any of its affiliates or divisions in any signing or advertising; or (iv) advertise the Inventory using any name related to Vanity Fair Brands's suppliers.

4.5. You shall remain primarily liable for complying with all applicable laws, rules and regulations, including recall requirements. You must check for recall notices and comply with all such notices. Compliance with any recall notice includes, for example, pulling out the recalled

item, destroying the item, and documenting the destruction of the item. You shall remain primarily liable for ensuring that any downstream resellers comply with all recall obligations.

5. Shipment and Acceptance of Inventory

5.1. Removal and Shipment of Inventory. Please refer to B-Stock's Shipping Policy, which is incorporated into these Terms of Purchase by this reference, for information on the various options available to Vanity Fair Brands for shipping Inventory to Buyers. You acknowledge and agree to be bound by all such shipping terms set forth in the Shipping Policy. The shipping option for a particular shipment will be set forth in the Listing or in the Email Notification. In no event will B-Stock be liable for loss of or damage to Inventory during shipping. Nor will B-Stock have any responsibility for transportation arranged directly by Vanity Fair Brands to Buyer. To the extent your employees, equipment, and property, and that of your agents, enter and remain on Vanity Fair Brands's premises, it is done entirely at your risk as regards any and all hazards excepting only those found to be caused by Vanity Fair Brands's sole negligence. While on Vanity Fair Brands's premises, your employees and agents must observe all of Vanity Fair Brands's rules and regulations. If you fail to remove such Inventory within this time, Vanity Fair Brands, in its sole discretion, may choose to keep such Inventory, list such Inventory for listing on the Site and refund to you the Purchase Price you paid to Vanity Fair Brands less (i) a storage charge of $10 per pallet per each of the days Vanity Fair Brands held the Inventory for you after you registered a Completed Purchase and (ii) a restocking fee of twenty percent (20%) of the Purchase Price.

5.2. Title; Risk of Loss. Title to the Inventory shall remain with Vanity Fair Brands until you or your agent take possession of the Inventory as set forth under the Shipping Policy. You expressly acknowledge that risk of loss and liability for the Inventory shall pass to you upon your or your agent's receipt of the Inventory 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 Inventory.

5.3. Acceptance. Your acceptance of possession of the Inventory from Vanity Fair Brands pursuant to Section 5.2 shall constitute an unqualified acceptance of the Inventory 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 to inspect the shipment for any discrepancies in the quantity/quality delivered and report such discrepancy to B-Stock through the "report a problem" button on your orders page. Buyer must provide a detailed manifest, identifying each item that is missing or the quality differing from the Listing description, and, if there is a quality discrepancy, the exact nature of such discrepancy, as well as any supporting images or other documentation. Vanity Fair Brands reserves the right to conduct an additional inspection at its own expense. If Vanity Fair Brands, acting reasonably and in good faith, agrees that an under delivery and/or quality discrepancy has occurred greater than 5%, based on the listed retail value of the Listing (or unit count if retail value is not available), Vanity Fair Brands will reimburse you in an amount equal to the approved discrepancy. By way of example, if Buyer wins a Listing and pays a Winning Bid of $1,000, and the shipment is missing an item that is 10% of the retail value of the Listing, Vanity Fair Brands 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 Vanity Fair Brands or a credit to your B-Stock account. Alternatively, if damage is reported that resulted from carrier handling, and is substantiated with the same evidence listed above, then a carrier claim may be filed with the carrier according to the relevant Shipping Policy. Following the five (5) business day inspection period, you shall no longer have the right to claim any reimbursement for under-delivery/damage.

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 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 Vanity Fair Brands. 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 Vanity Fair Brands'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 Vanity Fair Brands 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, including any recall of the Inventory, (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 IS PROVIDED BY Vanity Fair Brands TO YOU "AS IS", "WITH ALL FAULTS", AND "WHERE IS", AND Vanity Fair Brands DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE INVENTORY, THE SITE, OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION THE INVENTORY'S 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 Vanity Fair Brands'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 Vanity Fair Brands FOR THE INVENTORY AT ISSUE. Vanity Fair Brands SHALL NOT BE HELD LIABLE FOR ANY ERROR IN A LISTING THAT Vanity Fair Brands CORRECTS PRIOR TO THE PURCHASE OF THE INVENTORY 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 Vanity Fair Brands 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 Vanity Fair Brands 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, Vanity Fair Brands may immediately terminate your account, deactivate your password and seek any other remedy available to Vanity Fair Brands 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 Kentucky, 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 is sold. You irrevocably consent to the exclusive venue and jurisdiction of Warren County courts for any action or proceeding arising out of these Terms of Purchase. YOU HEREBY WAIVE ANY RIGHTS THAT YOU MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM. 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. Any claim under these Terms of Purchase must be brought within one (1) year after the cause of action arises (or such shorter period as set forth herein regarding Inventory), or such claim or cause of action is barred. You agree to the admissibility of computer records and electronic evidence in any dispute herein.

11.2. Force Majeure. Vanity Fair Brands 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 Vanity Fair Brands's reasonable control, whether or not of the kind specifically enumerated above.