

VENDOR TERMS AND CONDITIONS

Any person or entity ("Vendor") who wants to supply Products (as defined in Section 1) to Woot Services, LLC or its affiliates (collectively, "Woot") must accept these Vendor Terms and Conditions ("Agreement") without change. BY ACCEPTING THIS AGREEMENT, YOU, ON BEHALF OF YOURSELF AND THE ENTITY THAT YOU REPRESENT, AGREE: (A) TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE; AND (B) THAT YOU HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT ON VENDOR'S BEHALF AND TO BIND VENDOR TO THIS AGREEMENT.

1. Purchase Orders; Pricing and Taxes: This Agreement governs Woot's purchase of Products from Vendor. "Products" means all goods, including labeling and packaging, provided to Woot. Woot is not obligated to purchase Products, and Vendor is not obligated to sell Products, until Vendor accepts a purchase order ("PO"). Vendor will not substitute Products or combine or consolidate POs without Woot's consent. Documents that Woot signs acknowledging receipt of Products do not constitute acceptance of the Products. Woot may modify or cancel POs without penalty before Vendor delivers Products to the carrier. The PO provides Product prices and payment terms, excluding discounts or rebates. Prices include any commissions and other charges, unless otherwise noted. Except as otherwise provided in this Section, Vendor may charge Woot any applicable taxes that Vendor is legally obligated to charge purchasers of the Products, if the tax amounts are stated separately on Vendor's invoice for the Products. Vendor is responsible for other fees, taxes and duties, including any taxes Vendor may owe on payments Vendor receives under the Agreement. If Vendor requests (or Woot provides to Vendor) a resale certificate for the state in which Woot is registered for sales and use taxes, then Vendor will not charge or collect from Woot any taxes covered by such certificate.

2. Product Images/Information: Vendor will make available to Woot (including permitting Woot to collect from Vendor's website) all textual materials or metadata requested by Woot for each Product ("Product Information"), including product name, UPC, brand, list price, fabric content (if the product is a textile product), and country of origin. At Vendor's sole discretion, Vendor may choose to provide Woot with Promotional Materials. "Promotional Materials" means any logos, publicity images, and other content or materials Vendor makes available to Woot. Vendor grants Woot a non-exclusive, worldwide, perpetual, irrevocable and royalty-free license to: (a) use, copy and display the Product Information and Promotional Materials on or in connection with any website (or similar ecommerce channel); (b) convert to digital electronic form, excerpt, reformat, adapt or otherwise create derivative works of the Product Information and Promotional Materials; (c) use all trademarks or tradenames included in the Product Information and Promotional Materials; and (d) sublicense any of the foregoing rights to parties participating in Woot's "minions" affiliates program and other similar programs where the users are subject to similar restrictions.

3. Warranties: Vendor represents, warrants and covenants that: (a) the Products are genuine and free from defects; (b) all materials and other items incorporated into the Products are new (not refurbished or reconditioned, without Woot's prior written consent), unless Vendor has received Woot's prior written consent otherwise; (c) the Product Information and Promotional Materials are accurate and complete, and Woot's exercise of its license rights in this Agreement will not violate any third party's rights; (d) Vendor will comply with all laws and rules relating to the Products, and the Products, Product Information, Promotional Materials and import documentation (if applicable) comply with all applicable laws and rules; (e) the Products may be lawfully marketed, sold and distributed throughout the U.S. without restriction (e.g., no required disclosures, licenses, or registrations) other than any specific restrictions or prohibitions disclosed by Vendor and consented to by Woot in writing; (f) no Product contains ingredients that are regulated by U.S. Drug Enforcement Administration as a controlled substance or listed chemical; (g) no Products will be provided to Woot that are subject to U.S. Department of Transportation regulations as hazardous materials without Woot's prior written consent; (h) no Products were produced, manufactured, assembled, or packaged by forced, prison or child labor (defined as age 15 or the minimum working age within the applicable jurisdiction, whichever is older); and (i) Vendor possesses clean and clear title to, and has the unencumbered right to sell, each and every one of the Products supplied or to be supplied to Woot. If Vendor provides any Product to Woot that is subject to the requirements of the Textile Fiber Products Identification Act, the Fur Products Labeling Act, or the Wool Products Labeling Act, then Vendor provides to Woot the continuing guaranty set forth in Schedule 2.

4. Product Returns; Effect of Remedies; Product Recalls: Woot may return at Vendor's expense any Product that (a) is damaged or defective, (b) does not conform to agreed specifications or to samples, (c) is subject to recall, (d) was not ordered in the applicable PO, or (e) does not comply with this Agreement. Title and risk of loss for all products returned under this Agreement will pass to Vendor upon delivery by Woot to the carrier. Payment of an invoice does not limit Woot's remedies. Vendor will provide Woot immediate written notice of any recall. Vendor is responsible for costs Woot incurs in a recall.

5. Vendor Defense and Indemnification: Vendor will defend Woot Services, LLC, its affiliated companies, and their respective officers, directors, employees, and agents (the "Woot Parties") against any claim that arises, directly or indirectly, from: (a) any death of or injury to any person, damage to any property or any other damage or loss due to any defect in or use of any Product; (b) any Product recall; (c) any infringement or misappropriation of any proprietary right by Products, Product Information, Promotional Materials, or other content Vendor provides to Woot; (d) Vendor's negligence, strict liability or intentional misconduct; (e) Vendor's breach of this Agreement; or (f) Vendor's failure to state accurate Product descriptions, adequate warnings, or instructions (individually, a "Claim", and collectively, the "Claims"). Vendor will indemnify and hold harmless each Woot Party against any liability, loss, damage, cost or expense (including reasonable attorneys' fees) incurred by that Woot Party relating to any Claim, except to the proportional extent the liability is caused by the negligence or intentional

misconduct of that Woot Party as determined by a final, non-appealable order of a court having jurisdiction. Vendor will not consent to the entry of a judgment or settle without the Woot Parties' prior written consent, which may not be unreasonably withheld. Vendor will use counsel reasonably satisfactory to the Woot Parties, and the Woot Parties will cooperate in the defense at Vendor's expense. If any Woot Party reasonably determines that any Claim might have an adverse effect, that Woot Party may take control of the defense at its expense (without limiting Vendor's indemnification obligations). Vendor's obligations under this Section 5 are independent of its other obligations under this Agreement.

6. Limitation of Liability: WOOT IS NOT LIABLE TO VENDOR FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OPPORTUNITIES.

7. Shipping: The parties will agree which party is responsible for managing and paying for transportation of Products to Woot. When Woot pays for transportation, Vendor will deliver the Products to the Woot-designated carrier and title and risk of damage or loss for the Products will pass to Woot when Vendor delivers the Products to the carrier. When Vendor pays for transportation, title and risk of damage or loss for the Products will pass to Woot when Woot accepts the Products. If Woot is the importer of any Products, Vendor will prepare and submit all documents required to enter those Products into the United States, and will pay any additional fees or charges due to insufficient documentation. Vendor will be the importer, at its expense, of any Products Woot returns to Vendor to a location outside the United States.

8. Insurance; Proprietary Products; Consignment: Vendor will comply with Schedule 1. If the parties agree that Vendor will manufacture Products according to Woot's designs or specifications, then Vendor will comply with Schedule 3 for such Products. If the parties agree that Vendor will provide Products for consignment to Woot, Vendor will comply with Schedule 4 for such Products.

9. Confidential Information: Vendor will (a) protect Woot's information that is identified as confidential or that reasonably should be considered confidential; (b) use this information only to fulfill its obligations under this Agreement; and (c) promptly return to Woot or destroy this information when this Agreement terminates. Section 9 covers all confidential information regardless of when Vendor receives it. Vendor will not use any trademark, service mark, commercial symbol, or other Woot proprietary right; issue press releases or other publicity relating to Woot or this Agreement; or refer to Woot in promotional materials.

10. Miscellaneous: Either party may terminate this Agreement with 60 days' prior written notice, subject to Vendor fulfilling all POs it accepts before the effective date of termination. The provisions of this Agreement which by their nature are intended to survive termination of the Agreement (including representations, warranties, the Product Information and Promotional Materials license, indemnification, insurance, confidentiality, payment obligations, choice of law and jurisdiction, and remedies) will survive termination. Any Woot affiliate may issue a PO under this Agreement,

and POs are the separate obligation of the affiliate that issues the PO. Vendor will not assign this Agreement, or any obligation or right (including any right to payment) in the Agreement, without Woot's prior written consent. This Agreement is governed by Washington state law, without reference to any applicable conflict of laws rules or the Convention on Contracts for the International Sale of Goods. Vendor irrevocably consents to exclusive jurisdiction of King County, Washington courts for disputes arising out of this Agreement. Woot's estimates or forecasts are non-binding. Woot may either withhold and setoff, or demand payment of, any sums Vendor owes to Woot, including any taxes that Woot is legally required to withhold from amounts Woot pays to Vendor. Woot may conduct a reasonable audit of Vendor's records related to this Agreement. If Vendor does not respond within a reasonable period after receiving an audit claim, Woot will deduct the claim from Vendor's next remittance. The parties' rights and remedies under this Agreement are cumulative. Either party's failure to enforce any provision will not be a waiver of the party's rights to subsequently enforce the provision. 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. This Agreement incorporates, and Vendor will comply with, the terms, conditions, policies, guidelines, rules and other information ("Program Policies") that Woot makes available to Vendor, including any updates to such Program Policies from time to time. To the extent there is a conflict between this Agreement and the Program Policies, the terms of the Agreement will control. Vendor may use standard business forms or other communications (such as invoices, confirmations or shipping documents), but use of these forms is for convenience only and will not alter or supersede the provisions of this Agreement. This Agreement is the entire agreement between Woot and Vendor for the purchase and sale of Products, and supersedes all prior agreements and discussions.

11. Revisions; Continued Use: Woot reserves the right to change any of the terms and conditions contained in this Agreement, including any Program Policies incorporated herein, at any time and in its sole discretion. Any changes will be effective upon the earlier to occur of: (a) emailing the revised terms, conditions or Program Policies, or notice of such changes, to Vendor at Vendor's e-mail notice address; or (b) posting of the revised terms, conditions or Program Policies on Woot's website. Vendor is responsible for reviewing any revised terms, conditions, policies, guidelines, and information, and any notices of revisions. **VENDOR'S CONTINUED ACCEPTANCE OF PURCHASE ORDERS FOLLOWING WOOT'S E-MAILING OR POSTING OF ANY REVISED TERMS, CONDITIONS, OR PROGRAM POLICIES, OR ANY NOTICE OF ANY SUCH REVISIONS, WILL CONSTITUTE VENDOR'S ACCEPTANCE OF THE REVISIONS. IF VENDOR DOES NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, VENDOR MUST NOT CONTINUE TO ACCEPT PURCHASE ORDERS, AND MUST GIVE WOOT NOTICE IN ACCORDANCE WITH SECTION 10 ABOVE.**

SCHEDULE 1

INSURANCE

1. If Vendor provides to Woot any Product other than books, music, video, DVD, videogames or software, then Vendor will obtain and maintain, at its expense, commercial general liability insurance coverage (which must include products liability coverage) of at least \$1 million per occurrence and \$2 million aggregate. However, if the Products include any Specified Products (as defined below), then the limits of Vendor's insurance coverage will be at least \$1 million per occurrence and \$5 million aggregate. Vendor must maintain its insurance coverage for 12 months after the expiration or termination of this Agreement. "Specified Products" means: children's or infant's clothing and/or sleepwear, excluding shoes; baby carriages, walkers and strollers; scooters, mini-bikes, mopeds, tricycles, wagons and other ride-on toys; all-terrain vehicles; children's sports and hobby equipment; electric trains, cars, and related accessories; projectile or flying toys; toy chests and boxes; BB guns, BBs and pellets (gas, air or spring loaded) and similar Products; automotive brakes and related accessories; seasonal decorations; perishable consumable Products; over-the-counter medications; medical devices and health-care equipment; power tools, including welding and soldering tools; alarms and escape equipment; heating Products (including stoves, heaters, furnaces) and accessories; indoor or outdoor lighting Products and accessories; power lawn and landscaping equipment (including lawn mowers and chain saws); automatic doors and door openers; fertilizers, pesticides and chemicals; life safety equipment for recreational sports and activities; and inflatable Products for water skiing, tubing and surfing.

2. Vendor's required minimum limits of insurance may be satisfied by any combination of primary and excess/umbrella liability insurance policies. Each of these policy coverages shall be primary and non-contributory to any such coverage carried by Woot. Vendor will name "Woot Services, LLC and its affiliates and their respective officers, directors, employees and agents" as additional insureds on each insurance policy required by this Schedule and will provide Woot with 30 days' advance notice of cancellation, significant modification or expiration of each policy.

3. Within 30 days after the effective date of this Agreement (and at each policy renewal thereafter), Vendor will provide a certificate of insurance for each insurance policy required by this Schedule to Woot's Risk Management, Attn: Risk Management, P.O. Box 81226 Seattle, Washington 98108-1300, fax no. (206) 266-2015. Woot's approval of Vendor's insurance does not relieve Vendor of any obligations, including but not limited to its defense and indemnity obligations, even for claims over Vendor's policy limits. If Vendor fails to perform any of its obligations in this Schedule, Woot may withhold payments owed to Vendor until Vendor meets these obligations.

SCHEDULE 2
GUARANTY

Vendor guarantees that all textile fiber, fur or wool Products now being sold or which may hereafter be sold or delivered to Woot are not, and will not be misbranded nor falsely nor deceptively advertised or invoiced under the provisions of the Textile Fiber Products Identification Act, the Fur Products Labeling Act, the Wool Products Labeling Act, and the rules and regulations under any of these acts. This guaranty is effective until the termination date of the Agreement. As of the effective date of this Agreement, the person executing the Agreement on behalf of Vendor certifies under penalty of perjury that: (a) the statements in this Schedule 2 are true and correct; and (b) he or she is an officer of Vendor who is authorized to bind Vendor to this guaranty.

SCHEDULE 3

PROPRIETARY PRODUCTS

1. If the parties agree that Vendor will manufacture Products according to Specifications ("Proprietary Products"), then Vendor and Vendor's subcontractors will comply with this Schedule; otherwise, this Schedule will not apply. "Specifications" means the specifications, designs, and related documentation that Woot provides to Vendor or is otherwise accepted by Woot in writing. When developing and manufacturing Proprietary Products, Vendor will comply with any Woot social compliance, product quality, product safety and schedule requirements made available by Woot to Vendor ("Compliance Requirements"). Vendor will not modify the Proprietary Products' materials, components, or manufacturing processes unless Vendor has submitted the modifications to Woot and Woot approves the modifications in writing. Vendor may not rely upon any instructions, directions, or documentation provided by a third party, unless Woot notifies Vendor in writing that the third party is authorized to provide such instructions, directions, or documentation.

2. If requested by Woot, Vendor will provide Woot with samples, if any, of proposed proprietary products. Upon 2 business days' notice, Woot will have the right to review and inspect: (a) each of the Proprietary Products, at any stage of their development; (b) Vendor's production facilities; and (c) any materials or documentation relating to, or incorporated in, the Proprietary Products. At Vendor's expense, and as requested by Woot from time to time, Vendor will permit a third party selected by Woot to audit Vendor's compliance with any social and safety compliance requirements. Vendor will implement any corrective actions required by Woot.

3. Before starting full production, Vendor will produce an Woot-designated quantity of finished Proprietary Products. At Woot's option, Vendor will either conduct laboratory tests and retests to ensure that these Proprietary Products comply with the Specifications and Compliance Requirements or permit a third party designated by Woot to conduct these tests at Vendor's expense. The tests must, at a minimum, demonstrate that finished Proprietary Products match the Specifications and Compliance Requirements and, if applicable, any Woot approved samples in all respects. If any Proprietary Products do not match the Specifications, Vendor will mark these Proprietary Products as defective. Vendor will provide Woot with all data and documentation related to the tests and inspections, including a detailed, accurate and complete written description of any defect discovered during any tests and inspections. Vendor will advise Woot about potential remedial actions for defective Proprietary Products. Woot will determine the remedial actions that Vendor must take to cure defects and ensure that Proprietary Products comply in all respects with the Specifications and Compliance Requirements (including any changes to Specifications and Compliance Requirements resulting from the initial tests set forth above).

4. Vendor will start full production to fulfill an open PO only after Woot directs

the Vendor to do so in writing. Unless otherwise directed by Woot, each time Vendor ships Proprietary Products to Woot, Vendor will open an Woot-designated number of cartons on a random basis before shipping to Woot (a) to check Proprietary Products and packaging for compliance with Specifications and (b) to photograph Proprietary Products and carton markings. Vendor will immediately provide Woot with a written report that includes the number of cartons inspected by Vendor and all data, photos, information and related documentation regarding the inspection.

5. Woot reserves all rights in the information and materials, including Specifications, provided to Vendor by Woot or Woot's authorized third party. Except as expressly set forth in this Schedule, Woot does not grant to Vendor any license, right, title or interest in, to, under or with respect to any trade secrets, designs, patents, trademarks, copyrights, inventions, data or any intellectual property held by Woot ("Woot Intellectual Property"). Upon Woot's request, Vendor will provide Woot with all information and documentation that is known to Vendor relating to Woot Intellectual Property. Vendor will assist Woot in any related proceeding or litigation, and will promptly execute and deliver to Woot or its legal representative any papers, affidavits and declarations and take such other action as Woot requests to apply for, obtain, maintain and enforce Woot's rights in the Woot Intellectual Property.

6. If Woot directs Vendor to mark or label Proprietary Products with a trade name, trademark, logo, service mark or design ("Woot Identification"), Vendor will apply this marking or labeling only on the quantity and in the manner specified. If Woot directs Vendor to mark Proprietary Products with Woot Identification, Woot grants Vendor a non-exclusive, non-transferable, royalty-free, non-assignable and revocable right and license during the term of the Agreement to reproduce and display, without alteration of any kind, the Woot Identification solely on the Proprietary Products and solely as directed by Woot. Vendor will comply with any trademark guidelines made available by Woot (as may be updated from time to time), including any trademark guidelines or updates that Woot posts on Vendor Central. Vendor may not transfer, assign or sublicense these rights or otherwise permit any other party (including a party affiliated with Vendor) to use the Woot Identification. Vendor will not market, sell or dispose of Proprietary Products that include Woot Identification (or Proprietary Product components that include Woot Identification) to anyone other than Woot. If Woot does not accept delivery of Proprietary Products, Vendor will not dispose of these Proprietary Products without removing labels, or markings and destroying Woot Identification.

7. All Proprietary Products will meet all import and industry certification requirements, and all package shipping labels will indicate where and when such Proprietary Products were manufactured. All shipments originating outside the U.S. will be shipped Free on Board ("FOB") or Free Carrier ("FCA") origin, and all references to delivery terms in this Schedule will be references to Incoterms revision 2000 issued by the International Chamber of Commerce. In Woot's discretion, Vendor will clear the Proprietary Products for export either at the port of

departure or at Vendor's factory. Title and risk of loss for shipments originating outside the U.S. will pass to Woot after Vendor has cleared the Proprietary Products for export. If Woot returns any Proprietary Products under Section 4 of the Agreement, Vendor will pick up these Proprietary Products at Woot's facility and will ship such Proprietary Products FOB or FCA origin. If Woot specifies dates on the PO for Woot's receipt of the applicable Proprietary Products ("Ship Window"), then, in addition to Woot's other remedies, for each calendar day that Vendor misses the Ship Window Vendor will pay Woot liquidated damages in the amount of 1% of the amount of the PO, up to a maximum of 25% of the amount of the PO (as a reasonable prospective estimate of losses Woot would incur).

8. If there is a conflict between the terms of this Schedule 3 and the terms of the Agreement, the terms of this Schedule 3 will control.

SCHEDULE 4

CONSIGNMENT

1. If the parties agree that Vendor will provide Products for consignment to Woot, Vendor will comply with this Schedule; otherwise, this Schedule will not apply. Woot may request consignment Products with a PO. Unless otherwise agreed by the parties, the price on the consignment PO will be the price charged by Vendor and paid by Woot following Woot's purchase, if any, of the consignment Products from Vendor and Woot's sale of consignment Products to its customers. All terms of the Agreement apply to consignment Products, except to the extent otherwise provided in this Schedule.

2. Title to each unit of Product transfers to Woot at the time Woot purchases it from Vendor. Woot will pay Vendor the amount properly payable at the end of each month for consignment Products sold in the previous month. Risk of loss for consignment Products will transfer to Woot only after Woot accepts the Products.

3. Woot will store accepted consignment Products until (a) Woot purchases such consignment Product from Vendor, (b) Woot returns the consignment Product, or (c) the Agreement is terminated for any reason. Woot may store consignment Products in any facility it chooses. If there is loss of or damage to any consignment Product while stored by Woot, Woot's liability is limited to the price that Woot agreed to pay Vendor for the consignment Product in Section 1 of this Schedule.

4. Vendor will pay all personal property taxes assessed on consignment Products, including taxes assessed during the period Woot holds the Products. Vendor has no security interest, lien or other claim in or to the proceeds that Woot receives from Woot's sale of consignment Products. If an Woot customer returns consignment Product, Woot may retain title to such returned Product or return such Product to Vendor. All Products ordered on a consignment basis will constitute true consignments of the consignment Products and not the purchase and sale of merchandise by Woot.