

Store Purchasing Card Terms and Conditions

In consideration of issuance of an Office Depot Store Purchasing Card(s) (the "Card") to the Business Solutions Division ("BSD") contract account client (the "BSD Client") and upon submission of an application, the BSD Client agrees to be bound to the following Terms and Conditions applicable to the use of the Card:

1. The Card is not a revolving or any other type of credit card and does not establish any new account, or extend credit to the BSD Client. The Card is an identification card only allowing purchases at Office Depot retail stores to be made at the contract pricing established by the BSD contract account.
2. It is agreed that use of the Card at point of sale is required to receive the BSD Client's BSD contract account pricing.
3. The Card is non-transferable. The BSD Client may authorize its employees or other individuals to utilize the Card, but the BSD Client remains fully responsible for the payment of all purchases made by use of the Card, whether the use is authorized by the BSD Client or not.
4. The BSD Client is responsible for all purchases made by any use of this Card including instances where the card has been lost or stolen and then used by an unauthorized individual. In the event the card is lost or stolen it is the BSD Client's responsibility to contact Office Depot immediately at 888.438.4037. Upon receipt of notification by Office Depot, an immediate hold will be placed on the account preventing any further transactions via use of the Card.
5. The accepted form(s) of payment for all purchases made through the use of the Card is established upon submission of an application. Accepted forms of payment for transactions include (i) account billing, (ii) account billing and other types of payment (cash, check, credit card), or (iii) other types of payment only.
6. For purchases made with account billing, a dollar limit must be established for the Card on a per transaction and per day basis. The limits are set by the BSD Client. The Card transaction limits may be adjusted by the BSD Client only upon submission of a revised application. The use of the Card must be discontinued during periods where the transaction limits have exceeded the BSD contract account billing limits.
7. If the BSD Client's BSD contract account has been discontinued, the Card is no longer valid and must be destroyed.
8. The use of the Card must be discontinued and the Card(s) immediately destroyed or returned to Office Depot in the event that the BSD Client (i) is unable to pay its accounts or other amounts, (ii) is about to sell all or substantially all of its assets, (iii) anticipates the likelihood of bankruptcy or any assignment, or appointment of a receiver, for the benefit of creditors, or (iv) is notified by Office Depot to discontinue use of the Card, which Office Depot may do in its sole discretion.
9. If the use of the Card is discontinued for any of the above reasons, all Cards must be destroyed and it is the responsibility of the BSD Client to notify its employees or other authorized individuals to destroy the cards in their possession.
10. Office Depot reserves the right, at any time, to change any of the terms under which the Card (s) have been issued or to unilaterally revoke or terminate the Card for any reason.

BSD Client Signature (required)

Date