



GENERATIONS

348 Montgomery Avenue - Merion, PA 19066 - 267.322.6775

CONSIGNMENT AGREEMENT

Upon consigning and reselling goods or products through GENERATIONS, you will be deemed to have agreed to the terms of this consignment agreement ("Agreement") which are binding upon you ("Consignor") and GENERATIONS.

I. REVENUE SPLITS

The following are the revenue splits ("Revenue Splits") for any items consigned to GENERATIONS:

Clothing, Shoes, Handbags, Accessories, and Jewelry: Consignor receives 50% of the selling price for items that sell for \$500 and below, 60% for items that sell between \$501 and \$1500, and 70% for items that sell for \$1501 and above.

All Home and Event Decor: Consignor receives 50% regardless of sale price.

The aforementioned Revenue Splits are subject to adjustment, from time to time, as determined by GENERATIONS' sole and absolute discretion.

II. CLIENT REFERRAL POLICY

We love working with our clients and we are happy to reward those who refer us to their friends! Here's how it works: Clients are paid a one-time bonus of \$25 per new client referred once the new client receives their first sales check.

III. ITEMS ACCEPTED FOR CONSIGNMENT

GENERATIONS sells designer women's and men's clothing, shoes, scarves, jewelry, and other fashion accessories, as well as special occasion decor, home goods, and unique collectibles. If you have other hidden treasures let us know! All merchandise must be gently used or new. For clothing, we appreciate it if they are cleaned and on hangers. We accept high-end designers (i.e., Chanel, Prada, Gucci, Hermes, etc.), but we also list many contemporary brands (i.e., Tory Burch, DVF, Theory, Michael Kors, etc.) so feel free to contact us with your items, and we'll let you know if we can list them for you. Don't be afraid to ask questions, we are always happy to help.

We reserve the right to accept or not accept brands or items in our sole and absolute discretion. We do not accept certain brands such as Gap, Old Navy, Jones New York, Forever 21, Talbot's, Ann Taylor, Linda Allard, Ellen Tracy, etc. While they're great brands, they just don't have a high resale value. This is only a sampling of the brands we do not accept—we would love to consult with you about the items you're looking to sell prior to drop-off or pick-up, so please feel free to give us a call to chat about your fabulous items!

IV. CONSIGNMENT PROCESS

Consignors can schedule an in-store consignment appointment, or a personal home pick up. Store consignment hours are Wednesday through Saturday from 10:30AM to 1:30AM. The process of receiving new merchandise, creating an inventory of your items, photographing them and listing them typically takes about three to five business days. If you haven't heard from us within two weeks of receipt of your items, feel free to give us a call or send us an e-mail!

V. CONSIGNOR REPRESENTATIONS, WARRANTIES & INDEMNIFICATION

The Consignor hereby warrants to GENERATIONS that it has good and marketable title to the products none of which are subject to any liens or other encumbrances and further warrants to GENERATIONS that the products consigned pursuant to this Agreement are not in violation of any trademark, copyright, or other proprietary right of any third party, state or federal law, or administrative regulation. The Consignor hereby agrees to indemnify and hold harmless and defend (with counsel selected by GENERATIONS) GENERATIONS from all claims, losses, damages, suits, litigation, awards and costs, including but not limited to attorney's fees that may arise out of the display or sale of the products for any reason whatsoever, including but not limited to civil or criminal suits over authenticity, legality, ownership, infringement of copyright or trademark or any other claim or litigation.

VI. AUTHENTICATION

GENERATIONS prides themselves on only selling 100% authentic designer items. We reserve the right to work with professional authenticators for your items at our discretion. Should an item be deemed inauthentic, or the authenticity cannot be conclusively determined, you will be charged a \$25 fee (per inauthentic item) on the next scheduled payment to cover the authentication expense we incurred. Should there be items we are unable to sell due to authenticity issues, you agree to pay for return shipping (\$25 per box). If you do not wish to have items returned to you, we will gladly donate them on your behalf.

VII. SELLING STRATEGIES IN-STORE AND ON OUR EBAY STORE

We have implemented various strategies to help your items sell their best:

Buy it Now /Auction: Most consigned items are listed as *Buy It Now*. Generations reserves the right to list any consigned merchandise for a 7-day auction at a price that encourages bidding among interested buyers.

Fixed Price Best Offer: Fixed pricing is a strategy used frequently that allows shoppers to achieve instant buying gratification by “winning” an item immediately without participating in an auction. Buyers can also submit offers for consideration, and only reasonable offers are accepted.

Price Reductions: After one month we will start reducing the buy it now / in-store price by up to 20% to encourage more offers and will continue to reduce the price periodically thereafter until the third month.

Special Sales: To help sell store inventory, we occasionally offer buyers up to 40% off some of our fixed price merchandise. These promotions have been proven to help your items sell, and they are a valuable method for earning you cash for your items.

A. ADMINISTRATIVE FEE

There is an Administrative Fee of \$2 for every item sold on eBay. The Administrative Fee is deducted from the selling price of each item and will be reflected in your sales update.

C. PAYMENT PROCESS

Payments for merchandise sold in-store are made between the fifth and 15th day of each month. Completed eBay sales are those that have been paid for, shipped, and feedback has been left. eBay buyers have twelve days before they are required to pay and thirty days to return an item. Returns and items that buyers do not pay for are re-listed.

VIII. CREDIT PAYMENT PROCESS

Consignors may be eligible to receive payment in the form of a store credit to be used exclusively at GENERATIONS in Merion, Pa. At any time, the Consignor may elect to have their remaining credit balance converted to cash by contacting Generations. Only the unused portion of the consignor payment earned can be converted into cash. Any unused portion of the credit will be forfeited.

IX. PRIVACY

GENERATIONS will only divulge information concerning this account to the signatory of this Agreement.

X. ENTIRE AGREEMENT

This Agreement (as may be modified from time to time by GENERATIONS in its sole and absolute discretion), including all attachments, constitutes the entire agreement among the parties to this transaction and replaces all prior agreements, communications, and representations. No agreements, communications or representations made by any party to this Agreement that is not expressly stated in this Agreement are legally binding.

XI. NO IMPLIED WAIVER

Either party's failure to insist, in any one or more instances on strict performance by the other party of any of the terms to this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

XII. SEVERABILITY

If one or more of the provisions of this Agreement shall be declared or held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and any such declaration or holding shall not invalidate or render unenforceable such provision in any other jurisdiction.

XIII. COUNTERPARTS/ELECTRONIC SIGNATURE

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of email or other electronic medium shall have the same force and effect as an original signature.

XIV. AMENDMENTS

GENERATIONS reserves the right in its sole and absolute discretion to modify the terms of this Agreement from time to time. GENERATIONS will use reasonable efforts to notify you if the terms of this Agreement have changed. All items received after the date of such modification will be subject to the new terms. If you do not agree to any revised terms, your sole recourse is to terminate this Agreement. To the extent that you do not terminate this Agreement following a modification of the terms by GENERATIONS, you will be deemed to have accepted all such modifications to this Agreement.

XV. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF GENERATIONS PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. GENERATIONS CONSIGNMENT AND OTHER SERVICES ARE PROVIDED ON AN "AS IS" , "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. GENERATITO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GENERATIONS MAKES NO WARRANTY THAT GENERATIONS SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

GENERATIONS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR FOR DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR FOR OTHER INTANGIBLE LOSSES (EVEN IF GENERATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (A) THE USE OR THE INABILITY TO USE GENERATIONS SERVICES OR WEBSITE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT PROPERTY; OR (D) ANY OTHER MATTER RELATING TO GENERATIONS SERVICES OR THIS AGREEMENT. IN NO EVENT WILL GENERATIONS' LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT IT HAS ACTUALLY RECEIVED AS A RESULT OF SELLING YOUR PROPERTY HEREUNDER. THE FOREGOING DISCLAIMERS AND LIMITATIONS ARE A FUNDAMENTAL PART OF THE BASIS OF GENERATIONS' BUSINESS, AND GENERATIONS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH DISCLAIMERS AND LIMITATIONS.

XVI. CHOICE OF LAW

This agreement shall be construed and governed by the laws of the State of Pennsylvania. Furthermore, you and GENERATIONS hereby agree to submit to the personal jurisdiction of the courts of Montgomery County, Pennsylvania.

XVII. CONSIGNMENT PERIOD / UNSOLD ITEMS

THE CONSIGNMENT PERIOD IS 90 DAYS AND SHALL BEGIN ONCE YOUR ITEMS HAVE BEEN ENTERED IN OUR SOFTWARE AND PLACED ON THE SALES FLOOR OR ON-LINE. STORE. UNSOLD ITEMS ARE NOT RETURNED. HOWEVER, CONSIGNORS MAY SPECIFY SPECIFIC HIGH-END ITEMS TO BE RETURNED. IF YOU HAVE ITEMS THAT REMAIN UNSOLD AFTER 90 DAYS, IT'S YOUR RESPONSIBILITY TO ARRANGE FOR THEIR RETURN TO YOU (ALL RETURN SHIPPING IS AT YOUR COST OF \$25 PER BOX). AT THE END OF YOUR 90 DAY CONTRACT, IF WE DO NOT HEAR FROM YOU, (WE WILL ALLOW A 7 DAY GRACE PERIOD) YOUR UNSOLD ITEMS BECOME THE PROPERTY OF GENERATIONS.

Xviii. ITEMS WE ARE UNABLE TO CONSIGN AND RETURNS

GENERATIONS reserves the right to refuse to list any items we deem unsellable due to brand name, low resale value, condition, or authenticity issues. There are NO RETURNS. You will have the option to specify the return of specific high-end items. Specified return items must be picked-up at Generations in Merion. Pickup will extend to 10 days after the consignment contract expires. Shipping return items is \$25. All expired consigned items become the property of Generations. A tax donation form will be provided upon request for all donations.

Please check one box below with your choice of how we can proceed with the items we are unable to list.

- I will pick up my return items that have not been accepted for consignment by Generations.
- Ship my return items to me (Shipping cost is \$25 per box).
- Donate items (Items will be donated; and a tax deduction receipt will be emailed at your request).

By signing this form below you are accepting our Consignment Terms.

AGREED AND ACCEPTED: By signing this form below you are accepting our Consignment Terms.

CONSIGNOR NAME: _____ **EMAIL** _____ **PHONE** _____

CONSIGNOR SIGNATURE _____