

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.

Best Offer Best Offer 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.

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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.

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Generations reserves the right to list any consigned merchandise for a 7-day auction at a price that encourages bidding among interested buyers. 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.

Generations reserves the right to list any consigned merchandise for a 7-day auction at a price that encourages bidding among interested buyers. 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.

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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.

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

CONSIGNOR SIGNATURE _____