

linda's stuff

The **Leader** In Luxury Consignment

Sell@ShopLindasStuff.com • ShopLindasStuff.com • 1-866-68-linda(54632)

Upon consigning goods or products through Linda's Stuff, you will be deemed to have agreed to the terms of this consignment agreement ("Agreement") which are binding upon you ("Consignor") and Linda's Stuff. Either party may elect to terminate this Agreement at any time.

Please feel free to give us a call or send us an e-mail as well with any additional questions--we love to hear from our clients!

Linda's Stuff Consignment Agreement

Revenue Splits

The following are the revenue splits ("Revenue Splits") for any items consigned to Linda's Stuff: You receive 60% of the selling price for items that sell for \$999 and below, 75% for items that sell between \$1,000 and \$4,999, and 80% for items that sell for \$5,000 and above. The aforementioned Revenue Splits are subject to adjustment, from time to time, as determined by Linda's Stuff in Linda's Stuff's sole and absolute discretion.

Client Referral Policy

We love getting the seal of approval from our clients, so we're 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.

Items we accept for Consignment

Linda's Stuff focuses on high-end designer women's, men's and children's clothing, shoes, scarves and other fashion accessories. Jewelry also sells amazingly well, as do home goods, and collectibles. Linda's Stuff believes in thinking outside the box, so definitely let us know if you have other hidden treasures—the sky's the limit! We prefer the items to be gently used or new. We accept high-end designers (i.e. Chanel, Prada, Gucci, Hermes, etc), but we also list many contemporary brands (i.e. Tory Burch, Milly, DVF, Theory, 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 and can be reached Monday through Friday from 9 a.m. to 5 p.m. EST.

Services

Linda's Stuff will provide the services of selling a Consignor's items on their behalf, this includes, but is not limited to, inventory, product creation, photography, and fulfillment. Linda's Stuff has the right to list and sell a Consignors item on any platform or website they choose.

Items we don't accept for Consignment *SEE LAST PAGE*

We reserve the right to accept or not accept brands or items in our sole and absolute discretion. We do not accept certain "non-high-end brands" brands such as Gap, Old Navy, Jones New York, Forever 21, Talbot's, Ann Taylor, Linda Allard Ellen Tracy, Dana Buchman, etc. While they're great brands, they just don't have a high re-sale value on eBay. 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 sending, so please feel free to give us a call to chat about your fabulous items!

Complimentary UPS Pick-Up or UPS Pre-Paid Labels

- As a service to our clients, we provide complimentary pick-ups of your items. We can set up a free UPS pick-up for our clients within the continental US. Here are some important tips to help you through the process:
- We can email you UPS pre-paid labels. All you need to do is print them out and take them to a UPS drop off location or schedule a pick up using these pre-paid labels
- UPS can pick up at your home or office **Monday-Friday**. They will come anytime between 9am-7pm and the driver will bring the pre-paid label (Unfortunately you cannot request a specific time). It is important to schedule the pick up at least 24 hours in advance.
- Clearly label the box with your return address and our shipping address: *330 South Warminster Rd, Suite 340 Hatboro, PA 19040*
- We strongly suggest that you put your items in a plastic trash bag and include your full contact information as well as the Linda's Stuff information and place them in the box. This will aid in preventing any loss of items should your box be damaged
- Please make sure to securely seal your box. **Please know that our pick-ups are not insured and we are not responsible or liable for packages that are lost.** However we have appropriate tracking information to make sure it's safely on its way

Linda's Stuff will contact you:

- ✓ When your boxes arrive.
- ✓ When your items are inventoried and listed. (you'll receive an inventory with our proposed starting prices, items we are un-able to sell and your own secure personal code to follow your auctions).

The Process

The process of receiving boxes, 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 over an e-mail!

Consignor's Representations, Warranties and Indemnification

The Consignor hereby warrants to Linda's Stuff 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 Linda's Stuff 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 Linda's Stuff) Linda's Stuff 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.

Authentication

We at Linda's Stuff pride ourselves 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 invoice to cover the authentication expense we incurred. Should there be items we are unable to sell due to authenticity issues, return shipping is at your expense (\$25 per box). If you do not wish to have items returned to you, we will gladly donate them on your behalf.

Selling Strategies

With over twenty years' experience of turning fashion assets into cash for our clients; we implement various strategies to help your items sell their best:

Auction: The majority of our items begin their run at Linda's Stuff with a 7 day auction at a price that encourages bidding among interested buyers.

Fixed Price Best Offer: This is a strategy frequently used 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 three months we will start reducing the buy it now price by up to 30% to encourage more offers and will continue to reduce the price periodically thereafter until the ninth month.

Special Sales: As a way 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.

Shill Bidding Policy

In accordance with the terms and conditions of eBay's policy, Consignors are prohibited from participating in Shill Bidding, where Consignors bid on their own items with the intent to increase the selling price. In the event a Consignor participates in Shill Bidding, Linda's Stuff reserves the right to take whatever action necessary to ensure that the Consignor and Linda's Stuff are in compliance with the terms and conditions of eBay's policy. This includes but is not limited to action to compensate for damages or fees and removal of the eBay listing.

Administrative Fee

There is an Administrative/Shipping Fee of \$12 for every item sold. The Administrative Fee is deducted from the selling price of each item and will be reflected in your sales update.

Payment Process

Payments are made when you have completed sales. Completed sales are those that have been paid for, shipped and feedback has been left. 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.

Credit Payment Process

The Consignor may be eligible to receive payments in the form of credit to be used exclusively at Linda's Stuff's www.shoplindasstuff.com site. Linda's Stuff may provide a bonus credit to the Consignor, that offer will be presented to the Consignor at the time Consignor informs Linda's Stuff of their payout preference. Each payout and bonus credit will appear on a separate electronic gift card. When using the credits, the order in which the funds will deplete is as follows: 1) the consignor payment earned and then 2) the bonus credit given. At any time, the Consignor may elect to have their remaining credit balance converted to cash by contacting Customer Service, but only the unused portion of the consignor payments earned can be converted into cash. Any unused portion of the bonus credit will be forfeited.

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 a facsimile, email, or other electronic medium shall have the same force and effect as an original signature.

Privacy

Linda's Stuff will only divulge information concerning this account to the signatory of this Agreement and any individuals listed expressly below.

Name: _____

Entire Agreement

This Agreement (as may be modified from time to time by Linda's Stuff 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.

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.

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.

Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Right to Receive SMS

By signing this agreement, you are giving the Linda's Stuff your permission to contact you via SMS and Text Message for information about your account, account updates, and consignment updates.

Amendments

Linda's Stuff reserves the right in its sole and absolute discretion to modify the terms of this Agreement from time to time. Linda's Stuff will use commercially 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 Linda's Stuff, you will be deemed to have accepted all such modifications to this Agreement.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF LINDA'S STUFF PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. LINDA'S STUFF'S CONSIGNMENT AND OTHER SERVICES ARE PROVIDED ON AN "AS IS" , "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. LINDA'S STUFF 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 NONINFRINGEMENT.

LINDA'S STUFF MAKES NO WARRANTY THAT LINDA'S STUFF'S SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

LINDA'S STUFF 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 LINDA'S STUFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (A) THE USE OR THE INABILITY TO USE LINDA'S STUFF'S SERVICES OR LINDA'S STUFF 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 LINDA'S STUFF'S SERVICES OR THIS

AGREEMENT. IN NO EVENT WILL LINDA'S STUFF'S 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 LINDA'S STUFF'S BUSINESS, AND LINDA'S STUFF WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH DISCLAIMERS AND LIMITATIONS.

Choice of Law

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

Contact us! We would love to hear from you! Feel free to contact Linda's Stuff via e-mail at sell@shoplindasstuff.com. For a more immediate response, please do not hesitate to call us at 1-866-68-LINDA (54632) or 1-215-956-9190. Our office hours are Monday - Friday from 9:00 AM to 5:00 PM EST. If you have a concern over the weekend, feel free to leave us a message or give us a call on Monday morning, and our Client Services staff will be happy to assist you. Thanks so much for your interest in consigning with us; we are excited to be your partner in fashion! We want to make the experience as simple and fun as possible, so we've put together this Consignment Agreement that serves as a guide to consigning with us.

We ask that you please include this Agreement in your box of items you send to us. You can also sign and fax at 215-956-9179, mail or email to sell@shoplindasstuff.com. We cannot start the listing process until we receive the signed agreement and one of the below boxes is checked.

Consignment Period-Unsold Items

THE CONSIGNMENT PERIOD SHALL BEGIN ON THE DATE YOUR ITEMS ARE LISTED. WE'LL CONTINUE TO RELIST YOUR ITEMS FOR UP TO ONE YEAR UNLESS YOU NOTIFY US OTHERWISE. IF YOU HAVE ITEMS THAT REMAIN UNSOLD AFTER ONE YEAR, IT'S YOUR RESPONSIBILITY TO CONTACT US TO ARRANGE THEIR RETURN TO YOU (ALL RETURN SHIPPING IS AT YOUR COST OF \$25 PER BOX). AT THE END OF THE YEAR IF WE DON'T HEAR FROM YOU, THOSE ITEMS WILL BECOME THE PROPERTY OF LINDA'S STUFF.

Items We Are Unable to List

Linda's Stuff reserves the right to refuse to list any items we deem are unsellable due to brand name, low resale value, condition or authenticity issues. You will have the option to have your items returned (all return shipping is at your cost of \$25 per box) or donated to charity for which you will receive a tax donation slip.

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

☐ **Return Items** (Shipping cost is \$25 per box)

☐ **Donate Items** (Items will be donated; and a tax deduction receipt will be mailed at your request)

☐ By selecting this checkbox and signing below you are accepting our **Consignment Terms**.

☐ By selecting this checkbox and signing below you are **Opting-In** to receive SMS communication from Linda's Stuff per the terms stated in the agreement above.

AGREED AND ACCEPTED BY:

Consignor Name: _____

Consignor Signature (email): _____

Date: _____