

linda's stuff

The **Leader** In Luxury Consignment

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

Linda's Stuff Consignment Agreement

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY CONSIGNING GOODS OR PRODUCTS THROUGH LINDA'S STUFF, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS CONSIGNMENT AGREEMENT (THE "AGREEMENT"), AND YOU ACCEPT AND ARE DEEMED TO HAVE AGREED TO THE TERMS OF THIS AGREEMENT, WHICH ARE BINDING UPON YOU (REFERRED TO AS "CONSIGNOR" OR "YOU") AND LINDA'S STUFF INC. (REFERRED TO AS "LINDA'S STUFF", "US", "WE", OR "OUR" AS THE CONTEXT MAY REQUIRE). EITHER PARTY MAY ELECT TO TERMINATE THIS AGREEMENT AT ANY TIME, PROVIDED, HOWEVER, THAT ALL TERMS AND CONDITIONS WHICH BY THEIR NATURE ARE INTENDED TO SURVIVE TERMINATION OF THIS AGREEMENT SHALL SURVIVE SUCH TERMINATION, INCLUDING WITHOUT LIMITATION, THE PROVISIONS ENTITLED "CONSIGNOR'S REPRESENTATIONS, WARRANTIES" AND "INDEMNIFICATION AND DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY".

YOU MAY NOT CONSIGN GOODS OR PRODUCTS THROUGH LINDA'S STUFF IF YOU (A) DO NOT AGREE TO THIS AGREEMENT, (B) ARE NOT THE OLDER OF (I) AT LEAST 18 YEARS OF AGE OR (II) LEGAL AGE TO FORM A BINDING CONTRACT WITH THE COMPANY, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

This Agreement applies to the consignment of goods and products through Linda's Stuff. This Agreement is subject to change by Linda's Stuff Inc. without prior written notice at any time, in our sole discretion. You should review this Agreement before consigning goods or products through Linda's Stuff. Your continued use of our website and/or consignment of goods through Linda's Stuff will constitute your acceptance of and agreement to such changes.

This Agreement is an integral part of the Terms of Use that apply generally to the use of our website. You should also carefully review our Privacy Policy before consigning products or goods through Linda's Stuff.

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!

Revenue Splits

The following are the revenue splits (“Revenue Splits”) for any “completed sale” of a consigned product: You receive 60% of the selling price (less any applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity with respect to such sale) 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 certain services to sell a Consignor’s items on their behalf, including, but is not limited to, inventory, product creation, photography, and/or fulfillment, *provided that* Linda’s Stuff has accepted such items for consignment. Linda’s Stuff has the right to list and sell a Consignor’s item on any platform or website it chooses in its sole and absolute discretion.

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 place them in the box. Additionally, include your full contact information as well as the Company's information both on and inside 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 or damaged.** Our labels include appropriate tracking information, but there is no guaranty that your items will arrive safety.

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 unable 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 represents and warrants to Linda's Stuff that Consignor has good and marketable title to any and all products that Consignor sends to Linda's Stuff, or otherwise directs Linda's Stuff to consign in connection with this Agreement, none of which are subject to any liens or other encumbrances, and that Client possesses all right and authority to consign such products through Linda's Stuff. Consignor acknowledges and agrees that Linda's Stuff shall have no obligation to verify Consignor's ownership or right to consign, sell, donate or dispose of such products. Consignor further represents and 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, together with its directors, officers, employees, agents, affiliates and successors and assigns, from and against all claims, losses, damages, liabilities, suits, litigation, judgments, awards, penalties, costs and expenses of whatever kind (including but not limited to attorney's fees and the costs of enforcing any right to indemnification under this Agreement), that may arise out of, or in connection with: (i) the display or sale of Consignor's 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, (ii) any defect in Consignor's products; (iii) Consignor's negligence, misconduct, or breach of this Agreement; (iv) Consignor's violation of any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law; (v) Consignor's products or their condition, or any representations or warranties made by Consignor or its representatives with respect to any Consignor products or their condition; (vi) any death of or injury to any person, damage to any property or other damage or loss due to any defect in or use of any product of Consignor; (vii) Consignor's failure to have good and marketable title to any Consignor products free and clear of any liens or encumbrances; or (viii) any shill bidding undertaken by Consignor or any Consignor Party.

Authentication

We at Linda's Stuff pride ourselves on only selling 100% authentic designer items. We reserve the right to work with professional authenticators to verify the authenticity of your items at our discretion. Should an item be deemed inauthentic, or if the authenticity cannot be conclusively determined, you will be charged a \$25 fee per inauthentic item ("Inauthentic Fee") on the next scheduled invoice to cover the authentication expense we incurred. Alternatively, the Company may bill you separately for Inauthentic Fee or deduct such amount from any payments the Company may owe you. 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.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER LINDA'S STUFF, NOR ANY PERSON ACTING ON ITS BEHALF, MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY BID AMOUNT, OFFER, OR SELLING PRICE FOR THE CONSIGNOR'S PRODUCTS.

Shill Bidding Policy

In accordance with the terms and conditions of eBay's policy, each Consignor and those persons related or otherwise connected to such Consignor (collectively, "Consignor Parties" and each, a

“Consignor Party”) are prohibited from participating in shill bidding, where a Consignor and/or a Consignor Party bids on a Consignor’s items with the intent to increase the selling price. In the event a Consignor or Consignor Party participates in Shill Bidding, Linda’s Stuff reserves the right to take whatever action necessary to ensure that the Consignor, Consignor Parties, 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

Linda’s Stuff charges an Administrative/Shipping Fee of \$15 for every item sold through Linda’s Stuff. The Administrative Fee is deducted from the total selling price of each consigned item and will be reflected in your sales update.

Payment Process

Notwithstanding anything herein to the contrary, payment is only made to you following a “completed sale” and if the amount owing to you is greater than or equal to \$25.00. If the amount owed to you as a result of a completed sale(s) is less than \$25.00, then Linda’s Stuff will refrain from remitting payment to you until the earlier of (i) the month following the month that the balance owed to you is greater than or equal to \$25.00 as a result of additional sales, or (ii) the fourth month following the month of the initial “completed sale”.

A “completed sale” occurs when all of the following events have transpired: (i) an item has been purchased, paid for, and shipped to the applicable buyer; and (ii) the 30-day return period has expired. Buyers have twelve (12) days before they are required to pay for an item, and thirty (30) 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 for completed sales in the form of a store credit to be used exclusively at Linda’s Stuff’s website, www.shoplindasstuff.com. Linda’s Stuff may provide a bonus credit to the Consignor, which offer will be presented to the Consignor at the time Consignor informs Linda’s Stuff of their payout preference. Each store credit 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 in the form of a store credit, 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 in the form of store credits will 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; however, notice of acceptance of this Agreement by Linda’s Stuff is waived. 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

Except as otherwise provided in the Company's [Privacy Policy](#), 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, the [Company's Terms of Use](#), and [Privacy Policy](#) (each of which may be modified from time to time by Linda's Stuff in its sole and absolute discretion), together with all attachments to this Agreement, constitute the entire agreement among the parties and replace all prior agreements, communications and representations, both written and oral. 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. However, any changes to the dispute resolution provisions set out in "Choice of Law; Jurisdiction and Venue" will not apply to any disputes for which the parties have actual notice on or before the date the change is made.

Your continued use of our website and/or consignment of goods to Linda's Stuff following any changes to the Consignment Agreement means that you accept and agree to the changes.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF OUR WEBSITE, 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 NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CONSIGNOR ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY LINDA'S STUFF, OR ANY OTHER PERSON ON LINDA'S STUFF'S BEHALF,

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, SERVICE PROVIDERS, 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 SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (A) THE USE OR THE INABILITY TO USE LINDA'S STUFF'S SERVICES, LINDA'S STUFF'S WEBSITE, OR LINDA'S STUFF'S PRODUCTS; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT; (D) LOSS, CASUALTY, THEFT, OR DAMAGE TO THE PRODUCTS OR GOODS SENT TO US FOR CONSIGNMENT, REGARDLESS OF THE CAUSE THEREOF; OR (E) ANY OTHER MATTER RELATING TO LINDA'S STUFF'S WEBSITE, PRODUCTS, SERVICES OR THIS AGREEMENT. LINDA'S STUFF SHALL HAVE NO OBLIGATION TO INSURE ANY PRODUCTS AND CONSIGNOR SHALL BEAR THE ENTIRE RISK OF LOSS OR DAMAGE TO THE PRODUCTS AT ALL TIMES PRIOR TO THE SALE OF THE PRODUCTS TO A THIRD PARTY BUYER. 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; Jurisdiction and Venue

This Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania, exclusive of the conflict-of-laws provisions thereof. Furthermore, you and Linda's Stuff hereby agree to submit to jurisdiction of the federal and state courts of Pennsylvania and to venue of Montgomery County, Pennsylvania with respect to any legal actions arising out of this Agreement.

Withholding Payment

In the event that any dispute arises out of this Agreement, Linda's Stuff shall have the right to withhold any payment to Consignor.

Relationship of the Parties.

Regarding all matters relating to this Agreement, this Agreement creates an independent contractor relationship between the parties. Nothing contained in this Agreement shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) constitute any party, its agents, or employees as employees of any other party or grant any of them the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of any of the other parties for any purpose whatsoever.

Force Majeure.

Linda's Stuff shall be not liable or responsible to Consignor, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Linda's Stuff's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic, health emergency, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of Linda's Stuff.

Contact us! We would love to hear from you! Feel free to contact Linda's Stuff via e-mail at sell@shoplindastuff.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 want to make the experience as simple and fun as possible.

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, or email to sell@shoplindastuff.com. We cannot start the listing process until we receive the signed Agreement with one of the below boxes checked. Any items sent to us without the executed Agreement enclosed (or faxed/emailed before the arrival date) will be deemed to be the property of Linda's Stuff

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)

AGREED AND ACCEPTED BY:

Consignor Name: _____

Consignor Signature (email): _____

Date: _____

By selecting this checkbox and clicking AGREE below you are accepting our Consignment Terms.

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