

## GENERAL TERMS AND CONDITIONS

**GENERAL CONDITIONS:** Under the terms of this Consignment Contract, the Consignor agrees to deliver goods to Magnolia Place, 45 Victoria Street, City of Hamilton HM12 to be sold by **Orange Bay Company**, "the Consignee".

The Consignee agrees to place Consignor's merchandise in store for sale. The Consignee will remit 40% of the selling price to the Consignor for items valued at 100 Bermuda dollars or less, 50% for items value over 100 Bermuda dollars and 60% for items valued over 1000 Bermuda dollars. Acceptance of merchandise for sale is at the sole discretion of Orange Bay Company. The Consignment Contract will remain in effect for all merchandise consigned. Consignor understands that, while Orange Bay Company agrees to use its best efforts to obtain a sale of the consigned merchandise, there is no guarantee a sale will occur.

**MERCHANDISE PRICING:** The initial selling price for consigned merchandise is established by the Consignee based on the Consignee's expertise in appraising similar merchandise. In determining the price, the Consignee will consider all factors, including, but not limited to: brand, age, condition and market demand, and will take into consideration the Consignor's stated expectations, if any, regarding expected proceeds from the sale of the merchandise. Pricing in the resale market is subjective and may be adjusted at any time upon reevaluation. By allowing the merchandise to be displayed for sale at Orange Bay Company, the Consignor agrees to the selling price established by the Consignee. The Consignee reserves the right to levy a cleaning and preparation fee on merchandise as deemed necessary. Any merchandise found damaged or unacceptable at the time of pricing will be returned to the consignor or donated at consignor's request. The Consignee will not accept counterfeit luxury items. In the unlikely event that both parties are unable to reach agreement regarding merchandise pricing, the consignment will not proceed.

**CONSIGNMENT CONTRACT:** Each time merchandise is consigned, the Consignor will complete a Consignment Contract, which will include Consignor's address, phone number, account number, and a list of items consigned on that date. It is the Consignor's responsibility to review the Consignment Contract for accuracy every time merchandise is consigned. The Consignee cannot be held liable for losses resulting from incomplete or inaccurate information on the Consignment Contract.

**CONSIGNMENT FEES:** An account set up fee of 20 Bermuda dollars will be charged to all new consignors. There is an annual maintenance fee of 8 Bermuda dollars for active accounts, to be charged in the first month of the Consignee's fiscal year.

**CONSIGNMENT TERM:** The consignment term is 90 days. The consignment term starts on the date an item is logged into Orange Bay Company's inventory system. Merchandise not sold in 30 days will be marked down 15%; merchandise not sold in 60 days will be marked down an additional 15%. Both markdowns are from the original selling price. Consignors are not permitted to retrieve unsold merchandise prior to the expiration of the consignment term unless expressly authorized by the Consignee, and at which time will be charged a 20% penalty fee on the Initial Consignment Price. Items may not be advertised for sale through other retail vehicles (e.g., newspaper or online classified ads) once contract is signed.

**CONSIGNOR PORTAL:** Orange Bay Company will provide consignor account management/insight tools on [orangebaycompany.com](http://orangebaycompany.com) which will enable consignors to see items sold and credit available. After the merchandise is received and the pricing process completed, an email with Orange Bay Company customer ID and password will be issued to the email address clearly provided in the Consignment Contract. Orange Bay Company remains exempt from any liability caused by internet interruption, electrical outage or any other temporary technical disruption.

**PROMOTIONS:** Consignor agrees to participate in any Orange Bay Company promotions, staging projects and discounts during their consignment term in an effort to promote and sell items.

**PAYMENT TO CONSIGNORS:** Payment for sales will be made via direct deposit only to a local bank account as set out in the Consignment Contract, no later than the 10th day of the month at the prior request of the Consignor. Where direct deposit is used, an administrative fee of 2.50 Bermuda dollars will be passed on to the Consignor by the Consignee. During the term of the consignment, the Consignor may also utilize balances in the form of Orange Bay Company store credit if he or she so wishes. Balances on accounts without activity for a period of 3 consecutive years will be donated as part of our annual charity giving.

**EXPIRED ITEMS:** Items valued under 75 Bermuda dollars and unsold after 90 days will become the property of the Consignee. The Consignee reserves the right to dispose of, donate or re-consign as store-owned inventory, all merchandise unsold 90 days from the consignment date, without notice via email or telephone, or payment to the Consignor, and without liability on the part of the Consignee. For items valued at 75 Bermuda dollars or more on date of expiry, the Consignor may pick up all unsold merchandise within 5 days after consignment term expiration, providing the Consignee with 72 hours prior notice to prepare returned items ready for pickup.

**LOST, STOLEN OR DAMAGED:** All reasonable care will be taken of articles consigned, however, they are left at the Consignor's risk.

**DISPUTES:** In the unlikely event of any dispute resulting in litigation, the prevailing party in such litigation shall recover from the other party the prevailing party's attorney's fee and costs, including any appeals.

Orange Bay Company reserves the right to amend fees, terms and conditions at any time without prior written notice.