

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. Orange Bay Company agrees to place the Consignor's merchandise in store for sale. Orange Bay Company will hold on account for the Consignor 40% of the selling price on items with an Initial Consignment Price of \$100.00 or less, and 50% of the selling price on items with Initial Consignment Price of \$100.01 or more. Acceptance of merchandise for sale is at the sole discretion of Orange Bay Company. The 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 Consignment Price will ultimately be established by Orange Bay Company, based on Orange Bay Company's expertise in appraising similar merchandise. In determining the price, Orange Bay Company will consider all factors, including, but not limited to: the Consignor's Initial Expectation Price, brand, age, condition and market demand. Pricing in the resale market is subjective and may be adjusted at any time upon reevaluation. Orange Bay Company will levy a handling and preparation fee on all merchandise. Any merchandise found damaged or unacceptable by the Inventory Department at the time of pricing will be returned to the Consignor or donated at the Consignor's request. In the unlikely event that both parties are unable to reach an 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 details and a list of items consigned on that date. Orange Bay Company cannot be held liable for losses resulting from incomplete or inaccurate information on the Consignment Contract. An account set up fee of \$10.00 BMD will be charged to all new Consignors. An annual maintenance fee of \$5.00 BMD will be charged to active accounts in the first month of Orange Bay Company's fiscal year. Items may not be advertised for sale through other retail vehicles, e.g. newspaper or online classified ads, once contract is signed.

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%. Consignors are not permitted to retrieve unsold merchandise prior to the expiration of the consignment term unless expressly authorized by Orange Bay Company, and at which time will be charged a 20% penalty fee on the Initial Consignment Price.

PROMOTIONS: Consignor agrees to participate in any Orange Bay Company promotional sales, staging projects and discounts during their consignment term in an effort to promote and sell items. Orange Bay Company will not discount more than 50% off the Initial Consignment Price.

PAYMENT TO CONSIGNORS: Payment for sales will be made via direct deposit to a local bank account as set out in the Consignment Contract on the 10th day of the month, or next business day, at the prior request of the Consignor. A processing fee of \$1.50 BMD will be charge to the Consignor's consignment account. Also, during the term of the consignment, the Consignor may use any consignment account balances in the form of store credit. Balances on accounts without activity for a period of 3 consecutive years will be forfeited and the account closed.

EXPIRED ITEMS: It is the sole responsibility of the Consignor to pick up all unsold merchandise within 5 days after consignment term expiration for items with an Initial Consignment Price of \$75.00 BMD or more on date of expiry. Unclaimed items and items priced at less than \$75.00 BMD and unsold after 90 days will become the property of Orange Bay Company and donated to charitable causes.

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

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