



CONSIGNMENT TERMS

1. Recitals

FASHION FORWARD (the "Company"), a selling platform for designer and select contemporary brand merchandise, controls and has the right to sell certain items, described and itemized on FASHION FORWARD's website, or collected from Consigner (the "Consigner") by FASHION FORWARD as part of its consigner service (collectively, the "Property"). Consigner wishes to sell Property to benefit a nonprofit organization.

Consigner desires that the Property be sold on consignment by FASHION FORWARD, and FASHION FORWARD wishes to sell that Property on behalf of Consigner. This means that Consigner transfers possession but not ownership of the Property to FASHION FORWARD, subject to these Consignment Terms (the "Agreement"). Therefore, in consideration of the mutual premises and covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and expressly subject to the provisions of FASHION FORWARD's Terms of Service, which terms may be amended from time to time at FASHION FORWARD's sole discretion, the parties agree as follows:

2. Delivery of Property

Consigner may mail the Property to FASHION FORWARD. Instructions can be found under 'How to Consign' on the Company's website, fashionforwardonline.com. FASHION FORWARD takes possession of the Property on a consignment basis only, subject to this Agreement. If the Property does not meet FASHION FORWARD's quality standard, to be determined at FASHION FORWARD's sole discretion, the item(s) will be returned to Consigner at Consigner's expense.

3. Risk of Loss & Insurance

Consigner accepts all risk of loss or damage while the Property is in Consigner's possession, including during transit. Consigner is responsible for adequately insuring package(s) to be mailed to FASHION FORWARD. FASHION FORWARD only accepts responsibility for risk of loss once it has taken possession of the Property, deems it eligible for sale on the website and accepts the Property into inventory.

FASHION FORWARD endeavors to take reasonable effort to safeguard merchandise kept on premises. The company maintains no liability for loss, damage or destruction on any consigned item(s) by fire, theft, accident or any other cause.

If the Property is lost, damaged or stolen after it has been accepted by FASHION FORWARD, the Consigner will be credited their Consigner's Commission as though a sale has taken place, pursuant to the provisions of Section 8, below.

This remedy shall constitute the sole remedy and entire recourse of Consigner against FASHION FORWARD and is in lieu of any other remedy available as a matter of law or equity. Acceptance of Consigner's Commission by Consigner shall constitute a waiver of all other remedies otherwise available.

4. Condition of Items

FASHION FORWARD reserves the right not to accept Property that doesn't meet the Company's quality standards. FASHION FORWARD will only accept clean, stain free, un-damaged, authentic items. FASHION FORWARD's service connects buyers with designer, high-end and/or contemporary new and previously owned merchandise only. The Company will decide at its sole discretion if the Property fits these criteria. Condition of the Property will affect the valuation. If an item does not meet FASHION FORWARD's standards, the Company may still decide at its sole discretion to accept the item and list it at a competitive price. The Consigner will be notified of this competitive price. If they do not agree, Consigner may request the item be returned to them according to the provisions of Section 6, below.

5. Authenticity

FASHION FORWARD has a zero-tolerance policy when it comes to designer replicas. Our experienced team inspects each item to ensure replicas are never listed on the site. Each product we accept is put through a multiple-point, brand-specific authentication process by luxury experts. In the rare case that we discover a replica item has been sold, that buyer will receive a full refund, and further appropriate action may be taken against the Consigner. FASHION FORWARD does not accept fake or counterfeit merchandise of any kind. If we suspect that a submitted consignment item is inauthentic, we will first contact the Consigner for proof of authenticity. If there is still further doubt about the item's authenticity, the item will be returned at the Consigner's expense. Please note, brands sold are not partnered or affiliated with FASHION FORWARD.

By accepting this Agreement, Consigner affirms that they are the lawful owner of all the merchandise sent to FASHION FORWARD, and that to their reasonable knowledge, they believe the items to be Authentic.

6. Consignment Period and Return of Property

The "Consignment Period" for an item of Property begins on the Effective Date and ends 365 days thereafter, whether such Consignment Period extends beyond the term of this Agreement. Once an item has been listed for sale or sold, it cannot be returned to the Consigner. The Consigner will have the opportunity to review the item and its price as determined by FASHION FORWARD's experienced staff before it is listed for sale (see Section 7 herein). If the Consigner does not agree to the price, they may request for the item to be returned at the expense of the Consigner. FASHION FORWARD must receive this request before the item is listed for sale. If an item does not meet the Company's standards, the Consigner will be given the opportunity to donate the item to Dress for Success or a similar nonprofit.

7. The Sale

FASHION FORWARD in its sole discretion will determine the initial selling price for the Property (the "Initial Sale Price"), based on its evaluation of the Property together with its determination of the current market price for each specific item of Property.

FASHION FORWARD will display on its site, and make commercially reasonable efforts to sell, the Property. FASHION FORWARD may offer additional discounts and promotions during the Consignment Period, at its sole discretion and without notice to Consigner to efficiently market and sell the Property. A "Property Sale" shall be deemed to have occurred where an item of Property is:

- (a) Sold by FASHION FORWARD and not returned to FASHION FORWARD within the period specified in FASHION FORWARD's Return Policy; or
- (b) Lost, stolen or damaged while in FASHION FORWARD's possession, but only after the item has been accepted into FASHION FORWARD's inventory++.

8. Commission Donation Payment

Upon a Property Sale, the net selling price upon which all Commissions are based shall equal the price of the item of Property sold, less applicable discounts, excluding taxes and shipping (the "Net Selling Price").

The Commission amount is determined based on the aggregate Net Selling Price of all Property sold pursuant to this Agreement during the "Commission Period," which is defined as the twelve-month period beginning upon the first Property Sale pursuant to this Agreement. Consigner acknowledges and agrees they will donate the following Commission (as defined below, the "Commission") based on the Net Selling Price of an item of Property:

(a) A Commission equal to 60% of the Net Selling Price where the total Net Selling Price of all Property sold pursuant to this Agreement during the Commission Period will be sent to the Consigners selected nonprofit. Consigner agrees to donate 100% of their Commission to their chosen FASHION FORWARD partner nonprofit in exchange for a tax receipt from the same nonprofit. Please see our [POWER PARTNERS](#) web page for a complete list of participating nonprofits. Consigner will be able to view sales of consigned merchandise and donated commissions on their secure CONSIGNMENT PARTNER page.

The Commission Period and the corresponding Commission rate will reset on each one-year anniversary following the Consigner's first Property Sale under this Agreement. FASHION FORWARD reserves the right to change the rate of Commission at the end of each Commission Period. Further, FASHION FORWARD reserves the right to make other changes to its Commission structure and the Commissions upon fourteen (14) days' notice to Consigner in accordance with Section 14. The Commission donated to the selected nonprofit shall be Consigner's sole compensation under this Agreement.

FASHION FORWARD is not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with our partner nonprofits. As such, FASHION FORWARD is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such partner nonprofit.

A buyer has up to 14 days to return the Property if they choose. Payments won't begin processing until that time has elapsed. FASHION FORWARD will transfer your donation to your chosen nonprofit on a monthly basis following the 14-day return period ensure each transaction is fully completed. If the Consigner's Property is returned for any reason to FASHION FORWARD, FASHION FORWARD will re-list the Property and adjust the price accordingly, pursuant to Consigner's review of the adjusted price, if necessary. FASHION FORWARD begins processing Commission payments on the 15th day of every month for the sale period beginning on the 1st of the previous month to the last day of the previous month. For example, payments processed on June 15th would cover the sale period from May 1 through May 31. Such payments will be made to the consigners selected nonprofit by physical check, or by any other method upon which selected nonprofit and FASHION FORWARD may agree in writing. The timing of processing and delivering contributed commission donations may vary, but payment processing will typically take at least two business days to complete and issue to the nonprofit.

9. Termination

Either Party may terminate this Agreement at any time, for any reason. Termination shall be effective when either Party serves written notice thereof on the other Party and according to provisions of Section 6 of this Agreement regarding returns of Property.

Notice for FASHION FORWARD shall be sent to the publicly posted address.

10. Assignment

Consigner may not transfer or assign this Agreement or any interest herein. Any prohibited assignment shall be void.

11. NO PROPERTY WARRANTIES

CONSIGNERS, FASHION FORWARD disclaims any and all warranties, express and implied, relating to its services or activities hereunder.

12. Representations, Warranties & Indemnification

Consigner hereby represents and warrants that it has good and marketable title to each item of Property and has the right to consign and sell the Property, none of which is subject to any liens or other encumbrances, and further represents and warrants that the Property is authentic and does not infringe upon or violate any trademark, copyright, or other proprietary right of any third party, any state or federal law, or any administrative regulation. Consigner hereby agrees to indemnify and hold FASHION FORWARD harmless from all damages, suits, litigation, awards, and costs, including but not limited to attorneys' fees and costs, as a result of or arising out of in any way FASHION FORWARD's display or sale of the Property 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 legal or equitable cause of action.

13. Governing Law and Choice of Venue

Any dispute arising out of this Agreement shall be governed by the laws of the state of Ohio. You agree that any claim or dispute you may have against FASHION FORWARD shall be resolved by a court located in Columbus, Ohio. You agree to submit to the personal jurisdiction of the courts located within Columbus, Ohio, for the purpose of litigating all such claims or disputes.

14. Amendments to this Agreement

FASHION FORWARD may update or change any of the terms and conditions of this Agreement at any time and in its sole discretion by notifying Consigner at the email address or physical address Consigner has provided in this Agreement. Consigner hereby agrees that all agreements, notices, disclosures, and other communications that FASHION FORWARD provides electronically satisfy any legal requirement that such communications be in writing. Consigner shall be bound by all revised terms. If Consigner does not agree to any revised terms of this Agreement, including any change to the Commissions, Consigner's sole recourse is to terminate this Agreement in accordance with Section 9 and Section 6 before the effective date of the revised terms. Notwithstanding the foregoing, any revised terms shall not apply retroactively to Sales made prior to the effective date of the revised terms.

15. Entire Agreement

This Agreement sets forth the final, complete and exclusive agreement of the Parties regarding the subject matter hereof, and terminates and supersedes all prior understandings or agreements, either verbal or written, on the subject matter hereof.

16. Severability

In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

17. Survival

Notwithstanding any other provision or general legal principle to the contrary, any provision of this Agreement that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Agreement.