

# Emotional Outlet Consignment Terms

Updated: September 21, 2015

***Emotional Outlet** (“EO”) appreciates your business and as one of our valued customers, is committed to selling your items at the best possible price. Please familiarize yourself with the following terms & conditions (All terms and conditions are subject to change without prior notice):*

1. **Consignment** - Customer authorizes *EO* to sell all or any portion of the goods consigned for the best price possible. This does not make a promise or guarantee we can or will put out for sale any or all items you may bring in.

2. **Condition –All items** must be in good to excellent condition and must be cleaned, free of stains and odor from smoke, mildew or pets, need no repair work. Unacceptable merchandise shall be donated unless other arrangements are requested in advance.

3. **Pricing** - Pricing consultation is welcomed, but *EO* has final authority on the selling price. *EO* reserves the right to reduce the price of any article at any time.

4. **Term** - The consignment period is 120 days. This period begins when the product is tagged. This is subject to available sales space, demand, and season of product. All accepted items are subject to markdowns any time per the discretion of *EO*.

5. **Proceeds** - In all cases where Consigned items are sold in the consignment period, consignor is paid as follows:

1. In store sale: Consignor gets 50% of the first \$50 of purchase price, 55% of next \$100 of purchase price and 65% of any remaining amount of purchase price

2. On line sales: Consignor gets 45% of sale amount of the first \$50 of purchase price, 55% of the next \$100 of purchase price and 65% of any remaining amount of purchase price. All fees associated with on line sales are the responsibility of *EO*.

Consignors can pick up their money anytime *EO* is open. Payments will be made by cash or check at *EO*'s discretion. Payments for on lines sales will be made no sooner than two weeks after the buyer has received the merchandise. If checks must be mailed, there will be a \$1.00 handling charge.

6. **Non-sellable/Expired items** Expired items will be donated to local charities. Consignors are welcome to make other arrangements if they wish.. Consignors can monitor their items' expiration dates at [www.myresaleweb.com](http://www.myresaleweb.com).

7. **Government Recalls** - Consignors are responsible to ensure that all items brought in have not been recalled by the Federal Government.

8. **Risk of Loss** - Consignor leaves all item items at his or her own risk. EO assumes no liability for loss, destruction or damage of any kind to consigned items (including without limitation fire damage, water damage, damage by customers and theft).

9. **Indemnification** - If any item provided to EO for resale by the Consigner is found to be counterfeit or EO incurs any liability as a result of the sale of such an item, the consigner agrees to indemnify EO for any damages including any theft, and all judgments, liens, fines, etc.

10. **Leaving Items**: Items can be brought in anytime EO is open. Appointments are not necessary but appreciated. Any items left without a prior arrangement immediately become the property of EO and may be disposed of. EO reserves the right to charge a disposal fee for such items.

11. **Buying Back Items** - Consignor may buy back any unsold item on their account for 10% of the original price. Consignment items, once marked cannot be taken from store for sale at home or other location by and consignor without paying this fee.