### 108 Bradford St, NE - Gainesville, GA 30501

www.2oldcrows.store - info@2oldcrows.store - p. 470-870-CROW (2769)

Effective Date - June 1, 2023

### Consignment Details for Consignors

### Sale of Consignee Goods

Under the terms of the Consignment Agreement (Contract), the Consignor agrees to deliver goods to be sold by the Consignee, referred to in this document as "2 Old Crows, LLC" 2 Old Crows, LLC agrees to place Consignor's merchandise in the store for sale within a reasonable amount of time and as space permits. Consignee may offer items consigned for sale On-Line via our website, and with Consignor's permission – at our location in Cleveland, GA.

### Retained Fees

A \$200 processing fee, which covers account administration cost for inventory, tagging, check printing and postage will be deducted automatically from proceeds of your consigned goods. This fee will be deducted per Consignment payout.

2 Old Crows, LLC. will remit as follows:

55% of the lowest selling price to the Consigner for any items sold during the term of the Consignment Agreement, following the mark-down cadence. 15% after 19 days, 30% after 38 days and 50% after 57 days. 2 Old Crows, LLC, reserves the right to offer an additional 10% discount for any item if the additional discount ensures a sale. The Maximum discount for any item shall not exceed 60%.

### Merchandise Acceptance

Acceptance of merchandise to consign is at the discretion of 2 Old Crows, LLC., and is limited to 30 pieces per appointment.

Consignments are accepted only by appointment. Items brought to the Store without an Appointment – WILL NOT BE ACCEPTED. Please email pictures of large items for possible consignment to info@2oldcrows.store. All items should be brought to the designated location at the agreed upon appointment time. Consignor is responsible for bringing all items to the designated location, 2 Old Crows, LLC does not offer a pick-up and transfer service. Consignor must also provide a list of items being Consigned, which will be used as a check list during review and pricing. The address of our designated location will be provided via reply email or text message.

#### Merchandise Condition

Items should be clean, without damage and ready to place on the showroom floor. We are sticklers for clean, damage free merchandise. Antiques must be in good repair for their age. Items that have boxes or bags, those should be clean as well and in good order. Electronics or any electrically operated item - must be fully functional. For designer items, please include dust bags or other protective covers and certificates of authenticity. We do not accept any items that are counterfeit or appear to be. We reserve the right to authenticate any designer items consigned to us, the cost of authentication will be deducted from any sale proceeds.

### Merchandise Pricing

We price all consigned items to get our Consignors the best possible prices for their merchandise, while using our best knowledge of the fair market resale value. The initial selling price for consigned merchandise is established solely by 2 Old Crows, LLC, while valuing the customer's input on brand, age, and original purchase price (if available). Consignor understands that while 2 Old Crows, LLC agrees to use its best efforts to obtain a sale of the merchandise, there is no guarantee a sale will occur. For any item where Consignor has a required "Minimum" sale price, the store reserves the right to not accept the item for consignment.

2 Old Crows, LLC will offer a **5 % discount** to buyers for **Cash Transactions**. Reduction in sales price for cash payment <u>will not</u> be reflected in the Consignment pay out, as the store will absorb this cost.

## Seasonal Merchandise

2 Old Crows, LLC, has final determination on acceptance of all Seasonal items. These items must be consigned at least 60 days prior to the holiday. Items that are brought in closer to the holiday are subject to acceptance at 2 Old Crows, LLC discretion.

# 2 Old Crows. IJC

# Consignment Details for Consignor

## Merchandise Receipt

Each time merchandise is consigned with 2 Old Crows, LLC, the Consignor will sign a new Consignment Agreement acknowledging that they agree with the terms of this contract Items will be labeled with the contract date and Consignor number and then entered in our system. The consignor must also provide a written list of the items being consigned. This list must be provided at drop off and must be signed by the consignor. NOTE: Merchandise left at a Consignment Appointment – without a Signed Contract and a merchandise list – will not be offered for sale. The Consignor shall have three (3) business days to sign both the contract and a merchandise list. After 3 (three) days – Consignee shall notify consignor to pick up their items. Items not picked up within 7 (seven) days after being initially dropped off, and without a signed contract or merchandise list – shall be considered as "donated" to the Consignee.

# Consignment Term

The consignment term shall be for a period of 75 days. The consignment term starts on the date the contract is signed, and items are received.

### Markdown Cadence

Items will be marked down as listed below. All markdowns will be taken from the original price. Our markdown cadence is as follows: Merchandise after 19 days - Item is discounted 15%

Merchandise after 38 days - Item is discounted 30%

Merchandise after 57 days - Item is discounted 50%

## Consignment Term Expiration

- > It is the responsibility of the Consignor to track the 75-day consignment term expiration.
- > It is the responsibility of the Consignor to pick up any unsold items within seven (5) days after the consignment term expiration of 75 days.
  - O After 75 days, consigned goods must be picked up within 5 (five) days, any items still in possession of 2 Old Crows, LLC on day 81 (eighty-one), are considered as donated to consignee.

# Items Lost, Stolen or Damaged

All reasonable care will be taken of items consigned with 2 Old Crows, LLC, however, they are left at the Consignor's own risk and compensation will not be due to any Consignor for lost, stolen or damaged items. We recommend that you notify your insurance carrier that your items are on consignment.

For items where permission has been given to sell the items at our Cleveland, GA location, these items will be transported with care. As per the above, for any damages, we will notify you so that you may notify your insurance carrier.

# Consignor Payments

Payment for each month's sales will be processed on approximately the 15th day of the month following the sale of the Consigned Goods. Payments will be issued by Check only. All proceeds check's will be mailed on the day following the payment processing. If these dates fall on a weekend, then payments will be processed and mailed the Tuesday immediately following approximately the 15th.

For items that are sold on-line via the store's website, eBay, Marketplace, or other outlets - payments will be issued the month following the sale in the same manner. This allows for item payment, shipping, and any required returns of sold items based on on-line outlets policies.