

C-Suite Attire

EMPOWERING THROUGH UPSCALE CONSIGNMENT

We appreciate your interest in consigning with us. We want to make every experience working with us as simple and rewarding as possible. We have created this Consignment Agreement to serve as a guide to our consignment partnership. As always, please feel free to give us a phone call or send us an e-mail with any questions or concerns. We love hearing from our clients. Thanks for empowering through upscale consignment.

C-Suite Attire, LLC Consignment Agreement

There are no hidden service fees charged

Our consignors receive 50% of the final selling price for items that sell for \$999 and below, 70% for items that sell between \$1,000-\$4,999, and 80% for items that sell \$5,000 and above. **C-Suite Attire, LLC does not charge any fees.**

Client Referral Bonus

We greatly appreciate our clients, especially when they choose to refer their friends. We are happy to reward our clients who refer us to their friends. Clients are paid a one-time bonus of \$100 per new client referred once the new client receives their first sales check of at least \$100.

Items we accept for Consignment

C-Suite Attire, LLC focuses on high-end designer men's and women's clothing, shoes, bags, and other fashion accessories. Jewelry and collectibles have terrific resale value as well. We prefer the items to be new or gently used. We accept and focus on high-end designers, such as Chanel, Hermes, Kiton, Isaia, Zegna, etc. but we also successfully sell many contemporary brands such as C.C. Filson, John Varvatos, rag & bone, etc. so feel free to contact us with your items, and we'll gladly let you know if we can list them for you. Feel free to reach out to us at any time.

Items we don't accept for Consignment

As we dedicate our focus to high-end designer brands, we are unable to list brands that do not fall into this category. For example, brands such as Gap, Hollister, Forever 21, Perry Ellis, Chico's, etc. are brands that we cannot accept for consignment. If you have any questions at all about your items, don't hesitate to ask us any questions.

Complimentary UPS Pre-Paid Labels

As a service to our clients, we can email you UPS pre-paid shipping labels. As a consignor, all you need to do is print the label(s), package your items, and bring them to a UPS drop off location. Clearly label the box with your return address and our shipping address: 1250 East Moore Lake Dr, Suite 150, Fridley, MN 55432.

We encourage clients to place items in a plastic bag, and to include their contact information. By placing this information inside the box, this will be a preventative measure should your box be damaged. Remember to ensure that your box is securely sealed. **C-Suite Attire, LLC is not liable or responsible for packages that are lost.**

We'll contact you when your package arrives

After your items arrive, they will be inventoried and listed. Consignors will receive an inventory list of their items with our proposed starting prices and the ability to monitor the sale of those items. C-Suite Attire, LLC will notify consignors about items we are unable to sell.

Our Process

The process of receiving packages from consignors, creating an inventory, photographing items and listing them typically takes approximately two weeks. Expect to hear from us shortly after your consignment arrives to us.

Consignor's Representations, Warranties and Indemnification

The consignor hereby warrants to C-Suite Attire, LLC that it has marketable title to the products none of which are subject to any liens and further warrants to C-Suite Attire, LLC that the items consigned pursuant to this Consignment Agreement aren't in violation of any trademark, copyright, or other proprietary right of any third party, state or federal law, or administrative regulation. The consignor agrees to indemnify and hold harmless C-Suite Attire, LLC from all damages, suits, litigation, awards and costs, including but not limited to legal fees that may come from the display or sale of the items for any reason, including but not limited to civil or criminal suits over authenticity, legality, ownership, infringement of copyright or trademark or any additional litigation. In no event will the liability of C-Suite Attire, LLC ever exceed the amount it has actually received as a result of selling consignor's property.

100% Authentication

C-Suite Attire, LLC takes pride in selling 100% authentic designer items. If necessary, we reserve the right to work with professional authenticators for your items. If an item is determined to be inauthentic, consignors will be charged a \$20 fee per inauthentic item on the next scheduled invoice to cover the incurred authentication expense. If an item is deemed inauthentic, we will either destroy the item or return the item back to the consignor at the consignor's expense of \$20 per box.

Selling Strategies

We are expert sellers- we turn our clients' assets into cash. We execute different strategies to help your items sell for top-dollar:

Auction: Some items begin as a 7 or 10-day auction at a price that peaks buyers' interest and that is a competitive market value for the consignor.

Fixed Price Best Offer: This method allows shoppers the opportunity to achieve instant gratification by winning an item instantly. Buyers are also allowed to submit best-offers for consideration.

Company Sales: When appropriate, we offer buyers discounts on some of our fixed price items. These promotions are part of a valuable strategy in turning your items into cash.

Shill Bidding Policy

Consignors are prohibited from participating in Shill Bidding. Consignors are not allowed to bid on their own items with the purpose of increasing the final sales price. If a consignor is found Shill Bidding, C-Suite Attire, LLC reserves the right to take any necessary actions to insure that the consignor and C-Suite Attire, LLC are in compliance with Shill Bidding policies.

Payment System

C-Suite Attire, LLC has a monthly payment program. If consignors have a completed sale within the first and last day of every month, they will be paid no later than the end of the following month. The consignor's check and invoice will reflect the completed sales from the previous month. A sale is not completed until the item is paid. Buyers have approximately 15 days before they are required to pay, so even if items are sold, they may not be completed for another couple of weeks. If a buyer does not pay for an item they win, we will file a dispute and re-list the item.

Entire Agreement

This Agreement, along with all attachments, constitutes the entire agreement among the parties in this transaction. This Consignment Agreement replaces any and all previous communications, agreements, and representations. No communications, agreements, or representations made by any party to this Consignment Agreement that isn't explicitly stated in this Agreement are legally binding.

No Implied Waiver

Failure of either Party to enforce any provision of this Consignment Agreement shall not be construed as a waiver thereof or of any other provision hereof.

Severability

If any of the provisions of this Consignment Agreement are found to be unenforceable in any jurisdiction, the validity and enforceability of the remaining provisions hereof shall not be impacted thereby and any such declaration shall not invalidate such provision.

Headings

Headings shall not be used to construe meaning or intent. Headings are provided in this Agreement to provide convenience.

Counterparts/Electronic Signature

This Agreement may be executed in one or more counterparts. Each counterpart shall be considered an original but all of which shall constitute the same instrument. For purposes of this Agreement, use of an email or other electronic medium shall have the same effect as an original signature.

Amendments to This Agreement

No amendment of any terms to this Agreement shall be valid unless it is written and approved by all parties involved in this transaction.

Choice of Law

This agreement shall be construed and governed by the laws of the State of Minnesota. Furthermore, you and C-Suite Attire, LLC hereby agree to submit to personal jurisdiction of the courts of Ramsey County, Minnesota.

We love hearing from our clients!

Feel free to contact C-Suite Attire, LLC via e-mail at contact@c-suiteattire.com. For a more immediate response, please do not hesitate to call us at 763-324-7183. Our staff is happy to assist you at all times of the day.

We ask that you please include this Consignment Agreement in your box of items you deliver to us. Alternatively, you can sign and email to contact@c-suiteattire.com.

Consignment Period-Unsold Items

The Consignment period begins on the date the consignor's items are listed. We will relist items for up to 365 days unless the consignor notifies us otherwise. If you still have inventory that remains unsold after one year, it is the consignor's responsibility to arrange a return, at which the consignor is at liability for return shipping at \$20 per box. If we do not hear from the consignor at the end of 365 days, that inventory becomes property of C-Suite Attire, LLC.

Items We Are Unable to List

C-Suite Attire, LLC reserves the right to refuse to list any items we consider unsellable due to brand, low resale potential, condition or authenticity problems. Consignors will have the option to either have items returned or donated to charity. If the consignors choose to have the items returned, they are responsible for the return shipping of \$20 per box.

Please check one box below regarding your choice of how we shall proceed with all of the items that C-Suite Attire, LLC is unable to list.

Return Items

(Consignor pays shipping cost of \$20 per box)

Donate Items

Consignor Name: _____

Consignor Signature: _____

Date: _____