

Consignment Agreement w. Hello&GoodBuy

This Agreement ("Agreement") is made and entered into as of / /202 by and between
_____, ("Consignor"), and Hello&GoodBuy ("Consignee").

1. Consignment of Goods:

Consignor hereby entrusts Consignee for the purpose of resale the following luxury items (the "Goods"):

- [List of goods, including brand, type, model, age, condition, serial number and key features]

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Consignor warrants and represents that:

- They are the sole and rightful owner of the Goods with full authority to consign them.
- The Goods are authentic, genuine, and free from any liens or encumbrances. The Consignor acknowledges that dealing in counterfeit goods is a serious offense in the UAE, subject to substantial penalties and legal action as per UAE Federal Law No. (37) of 1992 Concerning Trademarks, and any subsequent amendments.
- The Goods are in excellent condition, suitable for resale, and comply with all applicable laws and regulations.



2. Consignee's Responsibilities:

Consignee agrees to:

- Employ best efforts to market and sell the Goods through appropriate channels.
- Showcase the Goods professionally and in a manner befitting their luxury nature.
- Maintain accurate records of the Goods and all sales transactions.
- Provide Consignor with updates every 45 days on the sale progress of the Goods.
- Obtain Consignor's written consent before significantly reducing the selling price by more than 20%.

3. Commission and Payout:

- Consignee shall be entitled to a commission of thirty percent (30%) of the net selling price of the Goods (the "Commission"). Net selling price is defined as the gross selling price of the Goods minus any reasonable cleaning or repair costs incurred by Consignee.
- Payout of the net selling price (less the Commission and any agreed-upon costs) will be processed to the bank details provided by the Consignor.
- Payouts Consignee shall remit the Commission to Consignor within 45 days of the sale of the Goods.

4. Valuation and Consignment Price:

The initial consignment price for the Goods will be mutually agreed upon by the Consignor and Consignee. Hello&GoodBuy will provide a valuation based on market analysis and the condition of the Goods. The final consignment price will be documented in writing (e.g., as an addendum to this Agreement or within Hello&GoodBuy's consignment portal).

5. Inspection of Goods:

Upon receipt of the Goods, Hello&GoodBuy will inspect them and document their condition. Hello&GoodBuy will notify the Consignor of any discrepancies or damage noted during the inspection. This inspection does not waive the Consignor's warranties regarding the condition and authenticity of the Goods.

6. Representations about Authenticity:

The Consignor warrants and represents that the Goods are authentic and genuine. Hello&GoodBuy will utilize commercially reasonable efforts to verify the authenticity of the Goods but relies on the Consignor's representations. If Hello&GoodBuy, in its reasonable belief, determines that the Goods are not authentic, Hello&GoodBuy reserves the right to terminate this Agreement and return the Goods to the Consignor at the Consignor's expense.



7. Marketing and Promotion:

Hello&GoodBuy will be responsible for the marketing and promotion of the Goods through its social media channels and website at its own cost. Hello&GoodBuy will use commercially reasonable efforts to present the Goods in a manner likely to attract buyers.

8. Unsold Goods:

If the Goods remain unsold within 90 days of the Consignment Period, Consignee shall:

- Return the Goods to Consignor.
- Purchase the Goods from Consignor at a price equal to [Percentage] of the original Consignment Price.
- Extend the Consignment Period for an additional 90 days.

9. Risk of Loss and Damage:

- Hello&GoodBuy shall be responsible for any loss or damage to the Goods caused by theft, or accidental breakage occurring during the Agreement Term, except in cases of Force Majeure.
- Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, strikes, labor disputes, fires, floods, earthquakes, power outages, and pandemics.
- The party affected by the Force Majeure event shall promptly notify the other party in writing of such event.
- Pre-existing Damage: The Consignor shall disclose any pre-existing damage to the Goods in writing before entering this Agreement. Hello&GoodBuy is not responsible for such pre-existing damage.

10. Termination:

This Agreement may be terminated by either party upon 30 days' written notice to the other party.

11. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

12. Amendment:

This Agreement may be amended only by writing signed by both parties.



Hello&GoodBuy

Giving clothes a second chance at happiness!

13. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

14. Notices:

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent via official e-mail.

15. Waiver:

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other provision or of any subsequent breach.

Consignor:

Name: _____

Emirates ID Number: _____

Phone Number: _____

E-mail: _____

Signature: _____

Date: _____

Consignee:

Name: Hello&GoodBuy

Represented By: Connie Lo – Luxury Expert

Phone Number: +971 585850976

E-mail: info@hgb.earth

Signature: _____

Date: _____

