

AHMH

shopahmh.com

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Upon consigning goods or products through AHMH, you will be deemed to have agreed to the terms of this consignment agreement (“Agreement”) which are binding upon you and AHMH. Please feel free to contact us with any additional questions—we love to hear from our clients!

AHMH CONSIGNMENT AGREEMENT

Revenue Splits

The following are the revenue splits (“Revenue Splits”) for any items consigned with AHMH: You receive 50% of the selling price for items that sell for \$999 and below, 60% for items that sell between \$1,000 and \$2,499 and 75% for items that sell for \$2,500 and above. The aforementioned Revenue Splits are subject to adjustment, from time to time, as determined by AHMH in AHMH sole and absolute discretion.

Client Referral Policy

We love getting the seal of approval from our clients, so we're happy to reward those who refer us to their friends! Here's how it works: Clients are paid a one-time bonus of \$10 per new client referred once the new client receives their first payment.

Items we accept for Consignment

AHMH focuses on home goods, collectibles, furniture, electronics, women's, men's, and children's clothing, shoes, and other fashion accessories. AHMH believes in thinking outside the box, so let us know if you have other hidden treasures—the sky's the limit! Home goods and knick knacks with a resale value over \$20 are great sellers as well as nice furniture pieces or anything unique to catch a buyer's eye. We prefer the items to be gently used or new. We accept high-end designers (i.e. Chanel, Prada, Gucci, Hermes, etc), but we also accept contemporary brands (i.e. Tory Burch, Milly, DVF, Theory, etc) so feel free to contact us with your items, and we'll let you know if we can list them for you. Don't be afraid to ask questions.

Items we don't accept for Consignment

We reserve the right to accept or not accept brands or items in our sole and absolute discretion. Broken items or items with missing pieces cannot be accepted. Garments with holes, stains, wash wear, or broken/non working items cannot be sold and will be donated. Inauthentic items also cannot be sold and will be donated. **We will no longer be accepting used bedding and linens.** Items can be denied due to a number of reasons such as, but not limited to, condition of the item, brand, desirability, retail/resale value, and current style. We do not accept certain “non-high-end brands.” While they're great brands, they just don't have a high resale value. This is only a sampling of items we do and do not accept—we would love to consult with you about the items you're looking to sell prior to sending, so please feel free to contact us to chat about your fabulous items!

Pick-Up or Pre-Paid Labels

- As a service to our local clients, we provide pick-ups, or convenient drop off locations by signing up for a date/time on our calendar. Large pickups will be charged \$1/mile outside of a 10 mile radius or the price of renting a truck and mileage. This payment will come out of your first check.
- Other clients can receive pre-paid labels. All you need to do is print them out and take them to a drop off location or schedule a pick up using these pre-paid labels.
- We strongly suggest that you put your items in a plastic trash bag and include your full contact information as well as AHMH's information and place them in the box to ship.

• Please make sure to securely seal your box. Please know that our shipping is not insured and we are not responsible or liable for packages that are lost or damaged in transit. However we have appropriate tracking information to make sure it's safely on its way.

AHMH will contact you:

- ✓ When your boxes arrive.
- ✓ You will receive access to your personal sales spreadsheet.
- ✓ When you have items that we are unable to sell.

The Process

The process of receiving inventory, sorting, photographing, and listing them typically takes 2-4 weeks depending on current inventory levels and how many items you are consigning. This could take longer during certain times of the year when more are consigning or we are off work. (spring cleaning, holidays, etc) We do not typically create a client inventory list due to such a high volume of inventory coming in weekly, but will create inventory lists for luxury items and clients with large furniture items upon request.

Consignor's Representations, Warranties and Indemnification

The consignor hereby warrants to AHMH that it has good and marketable title to the products none of which are subject to any liens or other encumbrances and further warrants to AHMH that the products consigned pursuant to this Agreement are not in violation of any trademark, copyright, or other proprietary right of any third party, state or federal law, or administrative regulation. The consignor hereby agrees to indemnify and hold harmless and defend (with counsel selected by AHMH) AHMH from all claims, losses, damages, suits, litigation, awards and costs, including but not limited to attorney's fees that may arise out of the display or sale of the products 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 claim or litigation.

Authentication

We at AHMH pride ourselves on only selling 100% authentic items. We reserve the right to work with professional authenticators for your items at our discretion. Should an item be deemed inauthentic or the authenticity cannot be conclusively determined, you will be charged a \$20 fee (per inauthentic item) on the next scheduled invoice to cover the authentication expense we incurred. Should there be items we are unable to sell due to authenticity issues, return shipping is at your expense (\$20 per box). If you do not wish to have items returned to you, we will gladly donate them on your behalf. We suggest getting your items authenticated with a reputable site and including the certificate with your items or including original boxes, receipts, & paperwork if available.

Selling Strategies

-Auction: Some items begin their run at AHMH with a 7 day auction at a price that encourages bidding among interested buyers. We also may choose to do live auctions on specific items.

-Fixed Price Best Offer: This is a strategy frequently used that allows shoppers to achieve instant buying gratification by "winning" an item immediately without participating in an auction. Buyers can also submit offers for consideration, and only reasonable offers are accepted.

-Price Reductions: After three months we will start reducing the buy it now price by up to 30% to encourage more offers and will continue to reduce the price periodically thereafter monthly.

-Special Sales: As a way to help sell store inventory, we occasionally offer buyers up to 50% off some of our fixed price merchandise. These promotions have been proven to help your items sell, and they are a valuable method for earning you cash for your items.

Administrative Fees

AHMH uses online marketplaces that charge fees on each sale such as, but not limited to listing fees, final value fees, and shipping. Items that need to be cleaned or repaired prior to selling may incur a cleaning or

repair fee or be subject to donation. The cost of returns due to damage, non working, or missing parts or pieces will be deducted from the clients profits. Profits are split after fees have been deducted from the total selling price.

Payment Process

Payments are made when you have completed sales. Completed sales are those that have been paid for, shipped, and feedback has been left. Buyers have six days before they are required to pay and thirty days to return an item. Returns and items that buyers do not pay for are re-listed. A & F Sales distributes client pay by e-checks that are issued on the 25th of each month (or next business day) to the email address on file. Any account that is under \$20.00 will roll over to the following pay period.

Entire Agreement

This Agreement (as may be modified from time to time by AHMH in its sole and absolute discretion), including all attachments, constitutes the entire agreement among the parties to this transaction and replaces all prior agreements, communications and representations. No agreements, communications or representations made by any party to this Agreement that is not expressly stated in this Agreement are legally binding.

No Implied Waiver

Either party's failure to insist, in any one or more instances on strict performance by the other party of any of the terms to this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

Severability

If one or more of the provisions of this Agreement shall be declared or held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and any such declaration or holding shall not invalidate or render unenforceable such provision in any other jurisdiction.

Headings

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

Counterparts/Electronic Signature

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, email, or other electronic medium shall have the same force and effect as an original signature.

Amendments

AHMH reserves the right in its sole and absolute discretion to modify the terms of this Agreement from time to time. AHMH will use commercially reasonable efforts to notify you if the terms of this Agreement have changed. All items received after the date of such modification will be subject to the new terms. If you do not agree to any revised terms, your sole recourse is to terminate this Agreement. To the extent that you do not terminate this Agreement following a modification of the terms by AHMH, you will be deemed to have accepted all such modifications to this Agreement.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF AHMH PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. AHMH'S CONSIGNMENT AND OTHER SERVICES ARE PROVIDED ON AN "AS IS" , "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. AHMH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

AHMH MAKES NO WARRANTY THAT AHMH SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

AHMH AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR FOR DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR FOR OTHER INTANGIBLE LOSSES (EVEN IF AHMH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (A) THE USE OR THE INABILITY TO USE AHMH'S SERVICES OR SHOP AHMH WEBSITE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT PROPERTY; OR (D) ANY OTHER MATTER RELATING TO AHMH'S SERVICES OR THIS AGREEMENT. IN NO EVENT WILL AHMH'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT IT HAS ACTUALLY RECEIVED AS A RESULT OF SELLING YOUR PROPERTY HEREUNDER. THE FOREGOING DISCLAIMERS AND LIMITATIONS ARE A FUNDAMENTAL PART OF THE BASIS OF AHMH'S BUSINESS, AND AHMH'S STUFF WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH DISCLAIMERS AND LIMITATIONS.

Choice of Law

This agreement shall be construed and governed by the laws of the State of South Carolina. Furthermore, you and AHMH hereby agree to submit to personal jurisdiction of the courts of York County, South Carolina.

Contact us!

We would love to hear from you! Feel free to contact AHMH via e-mail at allee@shopahmh.com. Our office hours are Monday - Friday from 9:00 AM to 5:00 PM EST. If you have a concern over the weekend, feel free to leave us a message.

We ask that you please include this Agreement in your box of items you send to us. We cannot start the listing process until we receive the signed agreement and one of the below boxes is checked.

Consignment Period-Unsold Items

THE CONSIGNMENT PERIOD SHALL BEGIN ON THE DATE YOUR ITEMS ARE LISTED. WE'LL CONTINUE TO RELIST YOUR ITEMS FOR UP TO ONE YEAR UNLESS YOU NOTIFY US OTHERWISE. ITEMS REMOVED FROM INVENTORY BEFORE THE CONSIGNMENT PERIOD IS COMPLETE THE CONSIGNOR WILL BE RESPONSIBLE FOR A 10% WITHDRAWAL FEE. IF YOU HAVE ITEMS THAT REMAIN UNSOLD AFTER ONE YEAR, IT'S YOUR RESPONSIBILITY TO CONTACT US TO ARRANGE THEIR RETURN TO YOU (ALL RETURN SHIPPING IS AT YOUR COST OF \$20 PER BOX). AT THE END OF THE YEAR IF WE DON'T HEAR FROM YOU, THOSE ITEMS WILL BECOME THE PROPERTY OF AHMH.

Items We Are Unable to List

AHMH reserves the right to refuse to list any items we deem are unsellable due to brand name, low resale value, condition, or authenticity issues. You will have the option to pick up your items, have your items returned (all return shipping is at your cost of \$20 per box) or donated to charity.

CHECKLIST:

- Merchandise must be clean and ready to be presented for resale. The better it looks, the better it sells!
- Sign up for a pick up or drop off day/time. If items are being picked up they must be in a central location ready to be loaded at time of pick up. (garage, foyer, etc) We do not climb chairs or remove furniture from other rooms.
- If selling clothing please make sure items are folded and freshly laundered. Items with stains, holes, smells, or pet hair could be subject to donation or cleaning fees.
- Include this agreement with your pick up.

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If you agree to the above terms, please sign and date below.

Name: _____ Date: _____

Phone Number: _____

Email Address: _____

Donate, pick up, or mail back unsellable items? _____

How did you hear about us? _____

Signature: _____