



CONSIGNMENT CONTRACT

The undersigned (Consignor) agrees with the following consignment terms with Foryu LLC (Foryu):

COMMISSION TERMS:

Foryu will keep 60% of the final selling price of consigned items as a commission and Consignor will receive 40% during the 45-day consignment period. In Foryu's sole discretion, Foryu may offer to extend the consignment for items that have not been sold. Foryu will retain 70% of the final selling price during this extended period and Consignor will receive 30%.

MARKDOWN TERMS:

Foryu, in its sole discretion, may mark down the price of the consigned item(s) up to 30% from the original price during the first 45 days. Foryu may continue to mark down the price until the consigned items sell after 45 days.

PAYMENT TO CONSIGNOR:

Consignment checks over \$50 are mailed on the 10th of each month for consigned items sold during the previous calendar month. The amounts less than \$50 are available for pickup in cash at the store.

FOR ITEMS NOT SOLD:

It is Consignor's responsibility to retrieve unsold consigned items at the end of the 45-day consignment period, if they are not to be donated. Foryu may donate consigned items any time after 45 days.

Consignor does not receive a reminder call to pick-up the unsold items.

OTHER TERMS:

Shipping charges for transporting consignment items to Foryu will be paid by Consignor or deducted from Consignor's account. Foryu reserves the right to refuse any item upon arrival, due to damages, stains, tobacco or pet odor, even though they were approved by emails or phone calls. Consignor will be responsible for paying the cost of the transportation. **We require that Consignor's items are showroom ready when they arrive at the store - if repair or/and cleaning is necessary, a minimum fee of \$30 will be deducted from Consignor's account.**

Foryu reserves the right to return individual items before the end of 45-day consignment period if defects or condition issues are detected after an item has been received for consignment.

Foryu reserves the right to publish photos of any consigned items on the Internet for purposes of sales or marketing.

During the Consignment period, Foryu has the exclusive right to market and sell all items consigned; any private, auction or online sale of the consigned items by Consignor is prohibited during the consignment period. For items withdrawn before the end of the 45-day period, a flooring fee will be charged (25% of the original price).

Foryu assumes no liability for the loss or damage of any consigned item.

CONSIGNOR NAME (PRINT):

SIGNATURE:

DATE: