

# Terms of Consignment for Sellers

Welcome to our website [luxedressing.com](http://luxedressing.com) (the "**Website**"). These terms and conditions of intermediation and consignment, and any policies or documents to which a link is provided in them (collectively, the "**Terms**") set out the terms of consignment that apply to the Website and the mobile websites or applications owned by and/or operated by or on behalf of Luxe Dressing LTD (the "**Applications**"), as well to our services through one of our retail store locations.

As the context requires, references to "**Platforms**" in these Terms shall include both the Website and the Applications.

Please read these Terms carefully and make sure that you understand them, before using the Platforms.

The Terms must be accepted by sellers when they register. Once the acceptance and registration have been approved by Luxe Dressing, the Terms come into force and govern the legal relationship between Luxe Dressing and the Seller for an indefinite period. Alternatively, in the case of a corporate seller, an authorized officer may sign this document and return to us.

If you have any questions regarding the Platforms or these Terms, or in the unlikely event that you have any complaints about any products listed for sale, and/or sold, by you on the Platforms, you can contact us at:

Luxe Dressing LTD  
120 Bakers Street  
London,  
United Kingdom

Contact us [info@luxedressing.com](mailto:info@luxedressing.com)  
Customers: [customers@luxedressing.com](mailto:customers@luxedressing.com)

## **1. Understanding these Terms**

- 1.1 When certain words and phrases are used in these Terms, they have specific meanings (these are known as 'defined terms'). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of the Terms where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).
- 1.2 When we refer to "**Luxe Dressing**", "**we**", "**us**" or "**our**", we mean Luxe Dressing LTD.
- 1.3 Where we refer to "**you**", "**Sellers**" or "**your**" we mean you, the person using the Platforms to list for sale, and sell, Products (as such term is defined below) on the Platforms.
- 1.4 Where we refer to "**Users**", we mean any other visitor of, and to, the Platforms.

- 1.5 Where we refer to “**Buyers**”, we mean a User placing an order to buy a Product (as such term is defined below) which is on sale on the Platforms.
- 1.6 Where we refer to “**Products**”, we mean second-hand fashion and luxury goods, products or items listed for sale, and/or sold, on the Platforms, by Sellers.
- 1.7 We have used headings and paragraph numbers to help you understand these Terms and to easily locate information. These Terms are only available in the English language. We will not file copies of the contracts between us and you relating to our supply of the Platforms, so we recommend that you print or save a copy of these Terms for your records (but please note that we may amend these Terms from time to time so please check the Platforms regularly, and each time you intend to use the Platforms to list for sale, and sell, Products, to ensure you understand the legal terms which apply at that time).
- 1.8 The purpose of the Terms is to define the terms and conditions under which Luxe Dressing provides you our intermediation services, access to the Platform and/or our store, in return for which Luxe Dressing receives remuneration.

## **2. About us**

- 2.1 We are Luxe Dressing LTD and we operate the Platforms.
- 2.2 We are a company registered in the United Kingdom and our registered office is at 120 Bakers Street, London, W1U 6TU, UK, United Kingdom. Our registration number with Companies House is 11828932 and our VAT number is 334 8040 18.
- 2.3 The publisher, and director of publication, of the Platforms is LuxeDressing.com.
- 2.4 The hosting service provider of the Platforms is Amazon Web Services.
- 2.5 We provide intermediation services with a view to facilitate the user into selling and buying second-hand fashion and luxury goods on the Platforms and in our retail store location(s). These services are directly available on the Platforms and at our retail store location(s) and are rendered to individual sellers, corporate sellers and sellers with professional status specializing in the sale and/or resale of second-hand fashion and luxury goods, acting on its own behalf or on behalf of third parties duly authorised under a mandate. On a secondary basis, Luxe Dressing may directly list its own products for sale, on the Platforms. Further details of the Products, and services, we provide on the Platforms, are set out in Section 4 (Sale of Products) below.
- 2.6 When you sell the Products using the Platforms, you are selling them to another User of the Platforms, i.e. a Buyer. Luxe Dressing provides intermediation services to you and other Users, with a view to selling or buying Products to, or from, each other, and lists Products for sale directly to Users.

- 2.7. Luxe Dressing acts as an intermediary between Users. In this respect, Luxe Dressing may not be considered as a reseller of the Products. We never have ownership of the Products and we are never a party to any sales contract concluded directly between its Users, regardless of the services provided via the Platform.
- 2.8. Luxe Dressing completes some quality control checks of the Products, which is limited to checking the consistency of a Product with the details set out in the product description completed by a Seller (the "**Product Description**"). Luxe Dressing does not check the consistency between the Users' expectations, and such Product Description. Consequently, Luxe Dressing does not guarantee that the Product will be satisfactory to the User, whether from an aesthetical or a practical standpoint.

### 3. Use of Platforms

- 3.1. The Terms (and any updates thereof) apply to your use of, and access to, the Platforms including all orders submitted to you, as Seller, for any Products you made available for sale over the Platforms. By accessing the Platforms, you agree to these Terms and we therefore advise you to read these Terms carefully and to save or print a copy of these Terms for future reference. If you do not agree to these Terms, you must cease using and accessing the Platforms immediately. The Terms may be changed and updated from time to time and any changes will be effective from the publication of the new Terms on the Platforms. Please note that certain options will not be available across all Platforms.
- 3.2. You agree that the information you provide when you register on the Platforms is not misleading and is true and accurate in all respects and you will notify our customer service team of any changes to that information.
- 3.3. We may change, withdraw, or suspend access to the Platforms (in whole or part and permanently or temporarily) with, or without, notice and with no liability to you.
- 3.4. The Platforms may include links to other platforms or resources ("**Linked Platforms**"). Luxe Dressing has no control over the content of Linked Platforms and you agree that, should you access Linked Platforms using a link from the Platforms, Luxe Dressing is not responsible for the availability of the Linked Platforms, and is not liable in any way for the content of Linked Platforms, including (without limitation) any goods or services available from such Linked Platforms, other advertising or content on such Linked Platforms or the use that such Linked Platforms make of your personal information. Furthermore, Luxe Dressing will not be responsible for any offence, damage or loss caused by, or connected to, the use or reliance on such Linked Platforms or the content thereon.
- 3.5. Luxe Dressing may deny you access to the Platforms at any time in its sole discretion. Examples of when we may so deny you access include, but is not limited to, where we believe that your use of the Platforms is in violation of any of these Terms, any law or the rights of any third party or was not respectful to others.

- 3.6. Any material that you upload or that you provide us with for upload to the Platforms for publication will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute, reproduce, exploit, modify, alter and/or disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you or, based on the information you provided to us such as the Product Description, by us to our Platforms constitutes a violation of their intellectual property rights, or of their right to privacy.
- 3.7. Luxe Dressing will not be responsible, or liable to you or any third party, for the content or accuracy of any materials posted by you, by us based on the information you provided to us such as the Product Description, or any other User of the Platforms and you hereby agree to be responsible to Luxe Dressing for, and indemnify Luxe Dressing, and keep Luxe Dressing indemnified against, all costs, damages, expenses, losses and liabilities incurred and/or suffered by Luxe Dressing as a result of any claim in respect of your use of the Platforms.
- 3.8. Luxe Dressing has the right to remove any material or posting you make or that Luxe Dressing makes on your behalf, on the Platforms, in Luxe Dressing's sole discretion.
- 3.9. Third party providers and application stores
  - 3.9.1 Certain third-party providers with whose devices and/or operating systems those Platforms that are mobile applications have been designed to be compatible with, oblige us to include certain additional provisions in these Terms. These are set out at the end of these Terms in Section 23 (Additional terms from third party providers). These provisions are required by the relevant third-party providers, not Luxe Dressing.
  - 3.9.2. Third party application stores are operated by the relevant third-party providers and/or their affiliates. You must comply with all applicable terms of service, rules and policies applying to any third-party application store from which you download those Platforms that are the mobile applications. We are not responsible for these stores or (except for the Platforms) for anything provided by them and do not guarantee that they will be continuously available.
- 3.10. You acknowledge that your use of the Platform constitutes a waiver of your own general terms and conditions, if any, which may not be invoked against Luxe Dressing or Users.
- 3.11. You acknowledge that the listing of your Products is subject to the listing rules available on the Platform or made available by Luxe Dressing to you.
- 3.12. You certify to be aware of the general terms and conditions of purchase applicable to Buyers, as available on the Platform, and to comply with them in your relationship with the Buyers, in particular with regard to the right of withdrawal. The general terms and conditions of purchase applicable to Buyers are subject to change at any time at the discretion of Luxe Dressing.

- 3.13. You undertake to have regularised any acts and authorisations necessary to proceed to the online and sale of Products on the Platform. You undertake to provide at the first request of Luxe Dressing, and without delay, all documents proving (i) your right of ownership of the Products or (ii) your right to offer the Products for sale and to conclude the related sales and (iii) to immediately notify Luxe Dressing of any changes that may modify the conditions of sale of the Products.
- 3.14. You undertake not to use the Platform in any way whatsoever for the purpose of directly or indirectly promoting your own physical and/or online sales outlets or those of third parties. You undertake not to mention or suggest any information enabling a User and the Seller to sell a Product outside the Platform.
- 3.15. During the period of application of the Terms and solely for the purpose of performance of the Terms, you grant a worldwide and non-exclusive licence to Luxe Dressing to set, save, reproduce, spread, crop and exploit all or part of the content of the Product Descriptions, including in particular the pictures and the description of the Product, free of charge, and this, for the whole world, whatever the medium, on the Platform, as well as on all marketing, institutional and commercial documents whatever the medium.

## 4. Sale of Products

### 4.1. Overview

- 4.1.1. You would like Luxe Dressing to sell the Products that you have indicated to us in the Product Description or sent to us, or that we have collected from you, on a consignment basis. For corporate and professional Sellers, Luxe Dressing may, at its discretion, authorize you to keep certain Products for sale on the Platforms until a Buyer has made a purchase offer, which does not exclude Luxe Dressing's rights of inspection, authentication, or quality control. In particular, this means that you - not Luxe Dressing - will still own the Products, even after you transferred physical possession of such Products, to Luxe Dressing.
- 4.1.2. After Luxe Dressing receives, or picks up, Products from you, we will send you an email, in accordance with the terms set out in clause 19 (Notices) below, confirming the Products received.
- 4.1.3. Once the Products have been inspected, evaluated and authenticated by Luxe Dressing's authentication team, you will be able to log into your "MySales" page on the Platforms, to view your Products that have been accepted for consignment (the "**Accepted Products**") and the list price(s) assigned to those Accepted Products. Please note that all prices are determined by the Seller, in written agreement with Luxe Dressing.
- 4.1.4. The Accepted Products will then be processed and listed as available for sale on the Platforms and, at Luxe Dressing's sole discretion, may also concurrently be displayed and available for purchase at one of our retail store locations.

- 4.1.5. At Luxe Dressing's sole discretion, we may advertise at one of our retail store locations collaboration with corporate and professional Sellers.
- 4.1.6. We shall inform you of the sale of your Accepted Products carried out on the Platform.
- 4.1.7. We shall receive the sales price paid by the Buyers for the sale of your Accepted Products and we shall pay you in accordance with these Terms.
- 4.1.8. Where applicable, we shall carry out the operations of placing on the Platform, receiving and shipping the Products in accordance with the procedures set up by Luxe Dressing and in accordance with the Terms.

#### 4.2. **Delivery of property, risk of loss, insurance**

- 4.2.1. Luxe Dressing accepts the Products from you on a consignment basis only. You are therefore responsible for all risk of loss or damage to the Products until Luxe Dressing takes physical possession of them. Luxe Dressing will take physical possession of the Products either by way of a Pickup (as such term is defined in clause 4.2.2. below), or of a Shipment (as such term is defined in clause 4.2.3. below).
- 4.2.2. A pickup occurs when Products are collected together by a Luxe Dressing representative, who meets up with you, the Seller, at a location suitable to both you and the Luxe Dressing representative and agreed upon in advance of such meeting (the "**Pickup**").
- 4.2.3. A shipment occurs when Products are shipped together under one Luxe Dressing approved, pre-paid shipping label (the "**Shipment**"). If you use Luxe Dressing's approved, pre-paid shipping label and approved method of shipment to ship your Products, through a Shipment, Luxe Dressing will bear the risk of loss or damage to the Products upon Shipment.
- 4.2.4. If a Product is damaged, stolen or lost while in Luxe Dressing's possession, it will be deemed to be a Sold Product (as such term is defined in clause 4.7 (Title to Products) below) and Luxe Dressing will pay you a Seller's Consideration (as such term is defined in clause 4.9 (Seller's Consideration and Payments) below) on that Product.
- 4.2.5. The Seller's Consideration (as such term is defined in clause 4.9 (Seller's Consideration and Payments) below) will be based on the estimated Net Selling Price (as such term is defined in clause 4.9 (Seller's Consideration and Payments) below), which will be determined jointly and in writing, by Luxe Dressing and you, the Seller.
- 4.2.6. You undertake to send the Product to Luxe Dressing within five (5) working days from receipt of the Luxe Dressing's email notifying the sale. The Product must be sent, together with, where applicable, the prepaid voucher provided by Luxe Dressing, in a careful, resistant and suitable packaging for the Product, in order to preserve the Product during the transport operations.

4.2.7. Accepted Product that are sold on the Platform shall be sent by Luxe Dressing to the Buyer.

### 4.3. **Products' acceptance conditions**

4.3.1. Upon receipt, Luxe Dressing will evaluate each Product to determine, in its sole discretion, its authenticity, quality and value. The Product's condition will affect its valuation.

4.3.2. Luxe Dressing only accepts Products for consignment:

4.3.2.1. that Luxe Dressing determines, in its sole and reasonable discretion, to be in "very good" to "excellent" condition;

4.3.2.2. that is listed in Luxe Dressing's current Designer Directory at the time of valuation (see [luxedressing.com](http://luxedressing.com) for Products currently being accepted);

4.3.2.3. that Luxe Dressing determines in its sole discretion, or jointly by Luxe Dressing and the Expert (as such term is defined in clause 4.4.3. below), to be authentic and genuine, and

4.3.2.4. for which the representations and warranties you make, in clause 10 (Your representations, warranties and indemnification) below, are true.

4.3.3. Products that do not meet the above-mentioned requirements may not be accepted and may be either:

4.3.3.1. returned to you at your expense, or

4.3.3.2. with your written prior approval, donated by Luxe Dressing to a charity of our choice (please read clause 4.4. (Unauthenticated, counterfeited or stolen Products) and clause 4.5. (Consignment Period and return of Products) below for your information).

4.3.4. The evaluation of a Product is carried out in accordance with the procedures and deadlines set out by Luxe Dressing. The Product Description is the basic reference for the inspection. However, and depending on the case, particularly in the event of a dispute between a Buyer and the Seller, all other information communicated by the Seller and the Buyer may be taken into account by Luxe Dressing.

4.3.5. The evaluation carried out by Luxe Dressing is an obligation of means and Luxe Dressing shall not be held liable by the Seller for any non-conformity subsequently alleged by a Buyer. The Seller shall in any event remain liable for the Products it offers for sale on the Platform.

### 4.4. **Unauthenticated, counterfeited or stolen Products**

4.4.1. You are responsible for ensuring the authenticity of all Products you provide to us.

- 4.4.2. You acknowledge and understand that Luxe Dressing will exclude you permanently from the Platforms, should any one of the Products you provide to us is unauthentic, counterfeited and/or stolen.
- 4.4.3. If a Product may be valued at a unit price equal to, or above, GBP5,000, Luxe Dressing will instruct an expert, such as [·], to inspect and analyse such Product, and issue an expertise certificate with respect to such Product, in relation to its authenticity, quality and value (the “**Expert**” and the “**Expertise Certificate**”, respectively). All costs charged by the Expert, during the course of such expertise of the Product, will be borne in full by the Seller.
- 4.4.4. Notwithstanding the content of clause 4.4.3. above, if Luxe Dressing cannot confirm the authenticity of any Product you have provided, it shall have the right, in its sole discretion, to:
- 4.4.4.1. either appoint an Expert to inspect such Product and issue an Expertise Certificate about it, at the Seller’s sole cost, or
- 4.4.4.2. refuse acceptance of such Product.
- 4.4.5. If Luxe Dressing, and/or the Expert, determine, at any time, that a Product is counterfeit, Luxe Dressing shall notify you that it has made such a determination and you will have an opportunity to provide proof of purchase/other proof of authenticity acceptable to Luxe Dressing. You acknowledge and agree that any Product which Luxe Dressing finally determines to be counterfeit, may not be returned to you and may be destroyed. You acknowledge and agree that any Product which Luxe Dressing finally determines to be counterfeit, will be subject to a penalty due to administrative and possible legal expenses. Please refer to Luxe Dressing’s fees schedule [luxedressing.com/fees](https://luxedressing.com/fees) to check the value of such penalty. Such fine will be charged to you, or will be deducted from your payments, pursuant to clause 4.9. (Seller’s Consideration and Payments) below.
- 4.4.6. You acknowledge and understand that Luxe Dressing is subject to laws and regulations relating to claims that Accepted Products are counterfeit, have been stolen, or otherwise violate applicable laws and regulations. Luxe Dressing takes such claims and reports very seriously, and will cooperate with any claimants, as well as law enforcement, in all investigations.

#### 4.5. **Consignment Period and return of Products**

- 4.5.1. The consignment period for each Accepted Product begins on the date Luxe Dressing accepts the Product for consignment, and ends 183 days thereafter (the “**Consignment Period**”). This Period shall automatically be renewed for additional 30 days in the event that no party communicates so to the other its desire to finish the consignment of such item(s) on or before 21 days before the Consignment Period is going to be finished.
- 4.5.2. At no time during the Consignment Period you may request that Luxe Dressing returns the Accepted Product after the Consignment Period, and subject to this provision, you may request, in writing, that Luxe Dressing return the Accepted Product (a “**Return Request**”), as long as the Accepted Product

is not already a Sold Product (as such term is defined in clause 4.8. (Title to Products) below). Once Luxe Dressing receives your Return Request, it will use commercially reasonable efforts to remove the Accepted Product from the Platforms, and from any of our retail store locations if applicable. Once the Accepted Product has been removed, in compliance with your Return Request, we will return the Accepted Product within 30 days. Luxe Dressing will charge you the costs of return (the “**Costs of return**”) and such Costs of return will be deducted from your pending Seller’s Considerations (as such term is defined in clause 4.9. (Seller’s Consideration and Payments) below). If you do not have enough pending Seller’s Consideration (as such term is defined in clause 4.9. (Seller’s Consideration and Payments) below) available to cover the Costs of return, Luxe Dressing shall have no obligation to return the Accepted Product to you, unless, and until, you pay the Costs of return, to Luxe Dressing, prior to Shipment. Additionally, Luxe Dressing will charge you a return fee according to Luxe Dressing’s fees schedule [luxedressing.com/fees](http://luxedressing.com/fees) per every returned Accepted Product (the “**Return Fee**”), where such Return Fee reflects Luxe Dressing’s upfront costs of storing, cataloguing and photographing that Accepted Product in preparation for sale.

- 4.5.3. If an Accepted Product remains unsold at the end of the Consignment Period, Luxe Dressing will contact you and, at your option, and at the Seller’s expense, (i) either return the Accepted Product to you, or (ii) donate the Accepted Product to a charity of Luxe Dressing’s choice. Luxe Dressing will charge the Return Fee, as well as any Costs of return, such as those described in clause 4.5.2. above, to the Seller, in either cases.
- 4.5.4. If, at the end of the Consignment Period, Luxe Dressing is unable, after using commercially reasonable efforts, to contact you, at the email or physical address it has on file for you, in accordance with clause 19. (Notices) below, the Accepted Product may be donated to a charity of Luxe Dressing’s choice.
- 4.5.5. In the event that a Buyer of one of your Accepted Product opts to return such Product, in compliance with Luxe Dressing’s Returns and cancellations policy [luxedressing.com/returns](http://luxedressing.com/returns), any Costs of return which is not directly borne by such Buyer will be charged, in full, to you, the Seller. This Product, returned by the Buyer to Luxe Dressing, will – upon its safe receipt by Luxe Dressing – resume being listed for sale on the Platforms.

#### 4.6. **Exclusivity**

- 4.6.1. During the Consignment Period, any Accepted Product can only and exclusively be sold, either by the Seller or any agent, intermediary or broker acting on behalf of, and representing the Seller, through the Platforms and where applicable at our store.
- 4.6.2. Luxe Dressing may, at its own discretion, authorize corporate and professional Sellers to sell Accepted Products displayed on the Platforms, but kept by them at their stores or warehouses, through their own platforms. Corporate and professional Sellers shall notify Luxe Dressing of any such sales immediately.

4.6.3. From the date on which the Accepted Product is returned to you by Luxe Dressing, and for an additional 2 months after such date, you, the Seller, and any agent, intermediary or broker acting on behalf of, and representing the Seller, cannot resell such returned Accepted Product on any other channels, including on any other online outlets than the Platforms and including to friends.

#### 4.7. **Efforts to sell; price**

4.7.1. As long as you comply with the Terms, Luxe Dressing will:

4.7.1.1. display on the Platforms and, at Luxe Dressing's sole discretion, may display and make available for sale at one of our retail locations and

4.7.1.2. make commercially reasonable efforts to sell the Accepted Products.

4.7.2. You acknowledge and agree that:

4.7.2.1. Luxe Dressing, jointly with you, the Seller, will determine, in writing, the initial selling price for each Accepted Product (the "**Initial Selling Price**"), based upon:

- i) your suggested price;
- ii) Luxe Dressing's appraisal value or, if applicable, the Expert's appraisal value;
- iii) Luxe Dressing's determination of the current market price for that Accepted Product, in view of its current used condition and state of aging and
- iv) Luxe Dressing's pricing tools, if any, such as artificial intelligence software.

4.7.2.2. Luxe Dressing may offer discounts and promotions during the Consignment Period, at its sole discretion, and without prior oral or written notice to you, on a particular category of Products, which may include any one of your Accepted Products, as a mean to efficiently market and sell the Accepted Product.

#### 4.8. **Title to Products**

4.8.1. You will continue to own and have title to each Accepted Product until that Accepted Product is sold (the "**Sold Product**"). An Accepted Product will be considered as being a Sold Product, when:

4.8.11. It is sold by Luxe Dressing to a Buyer and not returned to Luxe Dressing within the period specified in Luxe Dressing's Returns and cancellation policy (see [luxedressing.com/returns](https://luxedressing.com/returns), or

4.8.12. It is lost, stolen, damaged or destroyed while in Luxe Dressing's possession.

#### 4.9. Seller's Consideration and Payments

- 4.9.1. **"Seller's Consideration Window"** means (i) for the first Seller's Consideration Window, the period that begins on the date on which the Accepted Product become a Sold Product, and ends at the end of the month that is 183 days after such date and (ii) for subsequent Seller's Consideration Windows, the 183-days period which begins on the following day. For example, if your first Accepted Product became a Sold Product on 5 March, your first Seller's Consideration Window starts on 5 March and ends on 31 September of that year, and each of your Seller's Consideration Windows thereafter will begin on 1 October and continue until 31 April of the following year.
- 4.9.2. **"Net selling price"** means the price at which an Accepted Product becomes a Sold Product, less applicable discounts and promotions, and excluding taxes and shipping costs.
- 4.9.3. **"Net sales"** means the total amount received by Luxe Dressing for the Sold Products within a Seller's Consideration Window, less applicable discounts and promotions, and excluding taxes and shipping costs. For example, if you had three Accepted Products which became Sold Products in a Seller's Consideration Window, whose Net selling prices were GBP5,000, GBP100 and GBP4,000, your Net Sales for that Seller's Consideration Window would be GBP9,100.
- 4.9.4. Luxe Dressing's Rewards program (the **"Seller's Consideration Rates"**), used to calculate the consideration that you receive for each Accepted Product which becomes a Sold Product (the **"Seller's Consideration"**), is found on Luxe Dressing's Consideration Schedule [luxedressing.com/sell](https://luxedressing.com/sell).
- 4.9.5. The Seller's Consideration Rate that will apply to Sold Products within a Seller's Consideration Window is based on your Net sales within that Seller's Consideration Window. Luxe Dressing may also, from time to time, in its sole discretion, (i) for promotional reasons and without notice, offer special consideration rates that apply only to specific Product categories, offered for a specific period of time, (ii) make other changes to its consideration structure, and Seller's Consideration Rates, upon at least fourteen (14) days' notice to you as described in clause 13 (Amendments to these Terms) below.
- 4.9.6. After the end of the first Seller's Consideration Window, and after the end of each Seller's Consideration Window thereafter, your starting Seller's Consideration Rate for the next Seller's Consideration Window will be set at the highest Seller's Consideration Rate you achieved during the previous Seller's Consideration Window. For example, if you reached Net sales of GBP11,000 in your first Seller's Consideration Window, and the then-current Seller's Consideration Rate that applies to Net sales of GBP11,000 is 70%, then your starting Seller's Consideration Rate for the next Seller's Consideration Window ("Seller's Consideration Window n. 2") will be 70%. If, in the Seller's Consideration Window n. 2, you only reach Net sales of GBP1,400, and the then-current Seller's Consideration Rate that applies to Net sales of GBP1,400 is 55%, then your starting Seller's Consideration Rate

for the next Seller's Consideration Window ("Seller's Consideration Window n. 3") will be 55%. And so on.

- 4.9.7. Luxe Dressing will pay you a Seller's Consideration on each Sold Product. The Seller's Consideration shall be equal to the Sold Product's Net selling price multiplied by the applicable Seller's Consideration Rate. The Seller's Considerations you receive for Sold Products are the sole compensation you will receive under these Terms.
- 4.9.8. Luxe Dressing typically begins processing payment of Seller's Considerations on the 15th day of every month for Sold Products which were sold during the previous month. For example, payments processed on 15 April would cover the sales period from 1 March through 31 March. Payments will be made to you by bank transfer or, if you elect another payment method acceptable to Luxe Dressing, by such payment method.
- 4.9.9. The timing of processing and delivering payments of Seller's Considerations will vary by the payment method you select, but will typically take at least two business days.
- 4.9.10. If there is a dispute between you and Luxe Dressing, Luxe Dressing shall have no obligation to pay any Seller's Considerations or other amounts due to you, including without limitation, amounts unrelated to the dispute, unless and until the dispute is resolved. Luxe Dressing may withhold any Seller's Considerations due to you (including any due for Sold Products not subject to the dispute) in full or partial satisfaction of any amounts you owe to Luxe Dressing.

## 5. Intellectual property

- 5.1. All content (including, but not limited to, logos, text, data compilations, graphics, icons, images, photographs, audio clips, sounds, music, and software, and any combination thereof) available on the Platforms (the "**Content**"), is either owned or licensed by Luxe Dressing and is protected by applicable copyright laws and treaties around the world. All such rights are reserved.
- 5.2. The "Luxe Dressing" trade mark as well as all trademarks, whether they are figurative or not, and all other marks, trade names, service marks, brand names, business names, illustrations, images, logos which appear on our Products, Platforms, accessories or packaging, whether registered or not (the "**Trademarks**"), are and remain the exclusive property of Luxe Dressing and/or its licensors and are protected by applicable trade mark laws and treaties around the world. All such rights are reserved.
- 5.3. All other intellectual property rights (including, without limitation, registered or unregistered trademarks, logos, designs, copyrights, patents, know how or trade secrets) in or related to the Platforms, the Products depicted and/or available on the Platforms and any accessories, stationery, packaging or ancillary items connected to such Products, your order or the Platforms (the "**Intellectual property rights**") are and shall remain the exclusive property of Luxe Dressing and/or its licensors and such Intellectual Property Rights are

protected by applicable intellectual property laws and treaties around the world. All such rights are reserved.

#### 5.4. Limited licence

5.4.1. Subject to the terms herein, we grant you a revocable, and non-exclusive licence to access and make personal use of the Platforms limited such that it does not include the right to:

- i) use the Platforms in any way which may prejudice or damage the reputation of Luxe Dressing;
- ii) use the Platforms for any commercial or business purposes. The Platforms are for your personal use only;
- iii) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure.

5.5. Luxe Dressing may terminate the limited licence set forth in sub-clause 5.4. at any time in its sole discretion without prejudice to any other remedy we may have against you pursuant to applicable law for any reason whatsoever and/or for any breach of these Terms.

5.6. Subject to the written agreement of Luxe Dressing, you may only refer to Luxe Dressing as the platform on which your Products are for sale.

### **6. Content**

6.1 Luxe Dressing endeavours to ensure that the information posted by it on the Platforms is accurate and complete. Luxe Dressing does not, however, guarantee that the Content or any other information available on the Platforms is accurate and/or error free. Luxe Dressing does not promise that the functionality of the Platforms or Content will be error free or that the Platforms, Content or the servers that make such Content available are free of viruses, malicious code or other components which are potentially harmful. Luxe Dressing recommends that all users of the Internet ensure they have up to date virus-checking software installed.

6.2. The services we offer allow Users to search through the Platforms and to sell any Products directly from our Platforms.

### **7. Exclusion of warranties**

7.1. This sub-clause 7 does not affect your statutory rights as a consumer and, in respect of the Products, does not exclude or limit in any way our liability for breach of the statutory rights set out under applicable consumer laws relating to good title, no encumbrance and quiet possession, correspondence with description, satisfactory quality, fitness for purpose and correspondence with sample. For more information on your statutory rights, contact your local Trading Standards Office or Citizens Advice Bureau or the equivalent in your country (if any).

- 7.2. SUBJECT TO THE PRECEDING PARAGRAPH TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LUXE DRESSING DISCLAIMS AND EXCLUDES ALL OTHER TERMS, CONDITIONS AND WARRANTIES IN RELATION TO THE PRODUCTS AND SERVICES WHETHER EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE OR ARISING FROM ANY PREVIOUS COURSE OF DEALING OR USAGE OR TRADE PRACTICE.
- 7.3. SUBJECT TO PARAGRAPHS 7.1 AND 7.2 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF LUXE DRESSING'S SERVICES IS AT YOUR SOLE RISK. LUXE DRESSING'S CONSIGNMENT AND OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LUXE DRESSING 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 NON-INFRINGEMENT. LUXE DRESSING MAKES NO WARRANTY THAT (A) LUXE DRESSING'S SERVICES WILL MEET YOUR REQUIREMENTS OR (B) LUXE DRESSING'S SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM LUXE DRESSING OR THROUGH OR FROM THE PLATFORMS, OR LUXE DRESSING'S SERVICES, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## **8. Limitations of liability**

- 8.1. Nothing in these Terms limits or excludes our liability:
- i. for death or personal injury caused by negligence;
  - ii. for fraud or fraudulent misrepresentation or
  - iii. for any other liability which cannot be limited or excluded by applicable law.
- 8.2. Subject to paragraph 8.1. above, we will not be liable, in each case, whether in contract, in tort (including, without limitation, negligence or breach of statutory duty), or otherwise however arising out of or in connection with these Terms for any:
- i. economic losses (including, without limitation, loss of income, revenues, data, actual or anticipated profits, contracts, business, opportunity or anticipated savings); or
  - ii. loss of goodwill or reputation; or
  - iii. special, indirect or consequential losses or damages suffered or incurred by you arising out of or in connection with these Terms.
- 8.3. Subject to paragraphs 8.1. and 8.2. above, the aggregate liability under these Terms of Luxe Dressing, whether arising under contract, tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed 100% of the price of the Accepted Products individual Sellers have listed on the Platforms and, for corporate and professional Sellers, the amount of the remuneration received by us for our services in respect of the calendar year

during which our liability towards such Sellers is established and only for direct damages due to a breach of Luxe Dressing in the performance of these Terms

- 8.4. Subject to paragraphs 8.1., 8.2. and 8.3 above, by using the Platforms, you acknowledge and accept that Luxe Dressing is not responsible or liable for claims or losses that may arise in connection with the contracts that you and a Buyer have entered into, via the Platforms. Users are responsible for replying to any complaints, or claims, relating to the Accepted Products they have listed on the Platforms, the Product Description and any comments, made by some Users, on the information page of the Product; the shipment of the Products to Luxe Dressing by the Seller (whether such shipment is for purposes of Products being sold, exchanged or returned). Consequently, any such complaints and claims will be forwarded to the designated Seller, in the first instance, by Luxe Dressing.
- 8.5. Subject to paragraphs 8.1., 8.2. and 8.3. above, by using the Platforms, you acknowledge and accept that Luxe Dressing is not responsible or liable for claims or losses that may arise in connection with your instructions, provided by you to Luxe Dressing, to execute any repairs and/or cleaning services to any Product which is listed for sale, and/or sold, on the Platforms, in order to improve its potential selling value.
- 8.6. This clause 8 does not affect your statutory rights as a consumer. For more information on your statutory rights, contact your local Trading Standards Office or Citizens Advice Bureau or the equivalent in your country (if any).

## **9. Data protection**

By placing an Accepted Product for sale on the Platforms, you agree and understand that we may collect, use, store and process your personal data in accordance with Luxe Dressing's Privacy policy [luxedressing.com/pages/privacy](https://luxedressing.com/pages/privacy), including in particular: email addresses, surnames and first names, telephone numbers, date of birth, bank details, postal addresses. Luxe Dressing fully respects the privacy of individuals who access and use the Platforms. For details on the manner in which we use cookies, the type of information we collect, how and for what purpose, we use your information and under what circumstances we disclose information please see our Privacy Policy and Cookie Policy which are incorporated into and form part of these Terms [luxedressing.com/ pages/seller](https://luxedressing.com/pages/seller).

## **10. Your representations, warranties and indemnification**

- 10.1. You hereby represent and warrant that:
  - 10.1.1. You have lawful and marketable ownership title to each Product and have the right to consign and sell the Products;
  - 10.1.2. None of the Products is subject to any liens or other encumbrances;
  - 10.1.3. The Products do not include counterfeit goods;

- 10.1.4. The Products do not infringe upon, misappropriate, or violate any trademark, copyright, design or other intellectual property or other proprietary right of any third party, any law or regulation;
  - 10.1.5 You are capable of accepting the Terms and registering validly on the Platform;
  - 10.1.6 You, as corporate or professional seller, carry out your activities in accordance with all applicable laws and regulations, that you are up to date with all its obligations and declarations, in particular tax, administrative, social and legal ones;
  - 10.1.7 The Terms do not and will not contravene any other commitment made by you to third parties;
  - 10.1.8 No commitment made by you to third parties shall limit and restrict the scope of the commitments made herein;
  - 10.1.9 If applicable: you are duly authorized by the owners of the Products to sell them on the Platform;
  - 10.1.10 The Products are free from any defect and/or defect in design or manufacture; and
  - 10.1.11 The Platform meets all of your needs, Luxe Dressing making no guarantee as to the usefulness, conformity or suitability of the Platform for the purposes and needs, expressed or not, of the Seller.
- 10.2. You hereby indemnify and hold Luxe Dressing harmless from all damages, lawsuits, summons, litigation, awards, costs, including but not limited to, solicitors' fees and costs, incurred by Luxe Dressing as a result of, or arising in any way out of, Luxe Dressing's display or sale of the Accepted Products, including but not limited to, civil or criminal lawsuits over authenticity or ownership of the Products, legality of sales, or copyright, trademark or design infringement.
- 10.3 You undertake, upon first request, to hold harmless and fully indemnify (including all legal and expert fees) Luxe Dressing, as well as its subsidiaries, affiliates, managers and staff, against any request, claim, action and condemnation, whatever the nature and the grounds, arising from any third parties and/or Users, resulting (i) from any breach of your contractual obligations, (ii) from any false declaration or breach of the declarations made in the framework of the Terms, and (iii) from your use of the Platform, including in particular the offering for sale and Sale of the Products.

## **11. Assignment, subcontracting, etc.**

- 11.1. We reserve the right to transfer, assign, novate or sub-contract all or any of our rights and obligations under these Terms provided that your rights under these Terms are not affected.

- 11.2. You may not assign, sub-contract or otherwise transfer any of your rights or obligations under these Terms without our prior consent in writing.

## **12. Force majeure**

- 12.1. Luxe Dressing reserves the right to defer the date of Pickup, Shipping and/or the execution of a Return Request, or to cancel its commitment towards you, the Seller, under these Terms, or reduce the volume of the Accepted Products (without liability to you, the Seller) if it is prevented from, or delayed in, carrying on its business due to circumstances beyond the reasonable control of Luxe Dressing.
- 12.2. Such circumstances include, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to Luxe Dressing's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 12.3. Subject to paragraphs 12.1. and 12.2. above, if the event in question continues for a continuous period in excess of 120 days, the Seller shall be entitled to give notice in writing to Luxe Dressing to terminate his or her commitment, towards Luxe Dressing, under these Terms, in compliance with section 19. (Notices) below.

## **13. Amendments to these Terms**

- 13.1 We reserve the right to make changes to these Terms, and any document expressly referred to in these Terms, at any time.
- 13.2 You, and any contract of sale between you and a Buyer, will be subject to the version of these Terms, and any document expressly referred to in these Terms, in force at the time you sell the Accepted Products in question from the Platforms.

## **14. Severance**

Each provision of these Terms shall be construed separately and independently of each other. If any provision is deemed invalid, void or otherwise unenforceable, that provision shall be deemed severable and not affect the enforceability of any of the other provisions of these Terms.

## **15. Termination**

- 15.1. You and Luxe Dressing may each terminate these Terms in writing at any time, for any reason, in compliance with section 19. (Notices) below.
- 15.2. Termination will be effective on the date of such notice, given in compliance with section 19. (Notices) below, and the costs listed under section 4.5. (Consignment Period and return of Products) above, will apply.

- 15.3. In the event of a serious and/or non-remediable breach, the injured party may terminate the Terms with immediate effect by sending a notice of termination to the other party, without prejudice to any damages that may be claimed by the non-defaulting party. Luxe Dressing considers that the following are likely to constitute, but not limited to, non-remediable breaches:
- i. Putting on sale Products counterfeited items,
  - ii. Prompting a User to carry out the Sale of a Product outside the Platform, or succeeding in carrying out the Sale of a Product outside the Platform;
  - iii. Offering for sale and/or selling a Product to which the Seller does not have the rights,
  - iv. Repeatedly putting on sale Products that do not comply with their Product Description,
  - v. Repeatedly cancelling Sales without legitimate reason,
- 15.4 Any termination of the Terms for breach is without prejudice to any claim for damages. Any termination of the Terms, whatever the reason, shall not affect the accrued rights and payment obligations of each party.

## **16. Governing law and jurisdiction**

These Terms and all transactions relating to the Platforms are governed by English law and you, and we, hereby submit to the non-exclusive jurisdiction of the English courts. This does not affect your legal rights as a consumer in the country in which you are located.

## **17. Entire agreement**

- 17.1. These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any contract.
- 17.2. We each acknowledge that, in agreeing to these Terms, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty ("Representations") of any person (whether a party to that contract or not) other than as expressly set out in these Terms.
- 17.3. Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these Terms.

## **18. Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Platforms, you accept that communication with us will be mainly electronic. We will contact you by e-mail

or provide you with information by posting notices on the Platforms. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This Section 16 does not affect your statutory rights.

## **19. Notices**

All notices given by you to us must be sent to Luxe Dressing at 120 Bakers Street London,, United Kingdom or customers@luxedressing.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 18 (Written communications) above. Notice will be deemed received and properly served immediately when posted on the Platforms, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **20. Waiver**

- 20.1 If we fail, at any time during the term of the contract of sale between you and a Buyer, to insist upon strict performance of any of your obligations under the contract, or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled pursuant to the Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 20.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 20.3 No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 19 (Notices) above.

## **21. Contracts (Rights of third parties) Act 1999**

The provisions of the Contracts (Rights of third parties) Act 1999 are expressly excluded from these Terms such that no third party may claim any rights under these Terms.

## **22. Dispute resolution – EU resident customers only**

The European Union Online Dispute Resolution (“ODR”) platform <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage> provides information about alternative dispute resolution which may be of interest if there is a dispute we cannot resolve between us. For more information please contact Customer Service.

## **23. Additional terms for third party providers**

- 23.1 If the Platform that you download, access and/or use runs on Apple's iOS operating system, or Google Play Store (the "Mobile operating system provider"):
- i. The Platform may only be accessed and used on a device owned or controlled by you and using the operating system of the Mobile operating system provider, and only in accordance with the usage rules of the Mobile operating system provider, published in its App Store terms of service;
  - ii. You acknowledge and agree that:
    - a. the Mobile operating system provider has no obligation at all to provide any support or maintenance services in relation to Platform. If you have any maintenance or support questions in relation to the Platform, please contact us, not the Mobile operating system provider, using the contacting details set out on the first page of these Terms;
    - b. except as otherwise expressly set out in these Terms, any claims relating to the possession or use of the Platform are between you and us (and not between you, or anyone else, and the Mobile operating system provider);
    - c. in the event of any claim by a third party that your possession or use (in accordance with these Terms) of the Platform infringes any intellectual property rights, the Mobile operating system provider will not be responsible or liable to you in relation to that claim; and
    - d. although these Terms are entered into between you and us (and not the Mobile operating system provider), the Mobile operating system provider, as a third party beneficiary under these terms, will have the right to enforce these terms against you;
  - iii. You represent and warrant that:
    - a. you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country; and
    - b. you are not listed on any United States Government list of prohibited or restricted parties; and
  - iv. If the Platform does not conform to any warranty applying to it, you may notify the Mobile operating system provider, which will then refund the purchase price of the Platform (if any), to you. Subject to that, and to the maximum extent permitted by law, the Mobile operating system provider does not give or enter into any warranty, condition or other term in relation to the Platform and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Platform or as a result of you or anyone else using the Platform or relying on any of its content.

## **24. Independence**

Each party remains fully and completely independent from the other party. In particular, the Terms may not be interpreted as creating a joint venture, an association, an economic interest grouping, a franchise or an employment contract between the parties. The Seller carries out its activity in complete autonomy and undertakes not to place itself in a situation of economic dependence on Luxe Dressing.

These terms and conditions of consignment were last revised on [February 1, 2023].