

委託販売契約書 英語版

Consignment Sales Service Terms of Use

※ This page contains important information that you should understand before entering in to the agreement.
Please read these Terms of Use carefully and in their entirety.

1 Establishment of Agreement

Deja Vu Co., Ltd. (hereinafter referred to as the "Company") has established the following Consignment Sales Service Terms of Service (hereinafter referred to as the "Terms") for customers using the consignment sales service (hereinafter referred to as the "Service") provided by Recycle Boutique Catona (hereinafter referred to as "Catona"), which is operated by the Company. Use of the Service is based upon your agreement with these Terms. Please be advised that by using the Service you are deemed to have agreed to these Terms and to this agreement.

2 Membership Eligibility, Annual Fee, Bank Transfer Fee

Consignment sales membership is restricted to females over the age of 20. A registration fee (JPY 320) and annual membership fee (JPY 540) will be required the first time you use the Service. The bank transfer fee for payments owed to you is JPY 360 (to be paid by the member). The annual membership fee may be offset against amounts owed to you.

3 Compliance with Basic Matters

When using this Service, in addition to complying with the various conditions prescribed in these Terms, you must also adhere to common courtesy and morals.

4 Measures for Violation of the Basic Matters

In the event that the Company deems that you have acted inappropriately, such as having performed an act which caused nuisance or disadvantage to a third party, an act which is likely to cause hindrance to the Company or the Service, or violated a provision of these Terms, you may be refused use of the Service. When using this Service, in addition to complying with the various conditions prescribed in these Terms, you must also adhere to common courtesy and morals.

5 Using the Service

Membership registration is required in order to use the Service. Your registration is based on your agreement to these Terms. Be sure you are in compliance with the following so that you are fulfilling these Terms correctly.

- 1) You must present one of the following items in order to confirm your identity as consignor: Driver's license, Passport, Health insurance identification card
- 2) You must contact the Company promptly if there is a change to any of these items. If you fail to contact the Company, we are not liable for any damages you may incur.

6 Consigned Goods

Use of the consignment sales service is restricted to goods you actually own. If it is later found that you are not the actual owner of the consigned goods, the Company is not liable for damages. The price received for goods is limited to a maximum of JPY 200,000.

7 Non-Supported Goods

Goods which do not meet the standards prescribed by the Company for any of the following reasons may be subject to a suspension of sales even after the agreement for this Service is in effect. In that event there is no refund of commission fee.

- 1) Items which cannot be considered to be regular commodities
- 2) Items which are determined to have an inappropriate price
- 3) Items that are damaged, soiled or defective
- 4) Items which the Company has deemed inappropriate for sale

8 Returns

A transaction may be cancelled even after it has been fully executed if the purchaser request to return the item is approved by the Company.

9 Asking Price

A price shall be set for the consigned items. You may allow Company staff to set the price. Be advised that when allowing staff to set the price you are unable to alter matters such as price, conditions for returns, etc. In addition, be advised that no price changes or changes to the consignment terms may be made after receipt regardless of the reason.

10 Consignment Fee

There are different terms for consignment fees. Select the one most appropriate for you from the following:

Consignment fee JPY 410 (if you want items unsold during the sales period to be returned to you)

Consignment fee JPY 360 (if you do not want items unsold during the sales period to be returned to you)

The consignment fee is due when the consignment is accepted. Consignment fees are not refundable even if a sale does not take place or a sale is cancelled.

11 Sales Method and Agreement Period

Consigned items are sold at stores operated by the Company (including franchise stores) as well as at sales partner stores. Sales method, sales administration, display method, location, price display, etc. are at the discretion of the store. The sale period is approximately two to three months. You may not cancel or make changes to the agreement after your items are accepted. Verify the date that payments due to you are settled by referring to your copy of the agreement.

12 Support during the Sale Period

Feel free to contact us by telephone to inquire about the sales status of your items. Provide your name and the agreement number printed on your copy of the agreement when calling Company staff. Customer Support Center: 0463-24-0071 (Weekdays 11:00 - 18:00)

13 Home Shipping Service

You are deemed to be in agreement with these Terms at the time that the Company receives delivery of your items. The Company cannot accept any responsibility for soiling, etc. that occurs during the shipment of the items. Shipping is free when sending your items to the Company if you use the delivery company specified by the Company (shipping is paid by the Company), and you pay shipping when we return items to you (standard shipping is about JPY 1,080 per box.) Items sent back to you through the home shipping service are always sent by courier to your address. Do not request that items be sent back to stores. The consignment fee is offset against the amount due to you. The bank transfer fee is JPY 360. You may not specify stores or sales personnel. The timing of the commencement of the sale of an item is at the discretion of Company staff. Be advised that the Company may not be able to commence a sale at your desired time. When using the home shipping service, a questionnaire is included with the shipping invoice. If you select "May Dispose" in this questionnaire, after Company staff checks your items (condition, stains, fraying, deterioration, out-of-date), Company will dispose of items deemed inappropriate for sale. Consignment fees are not charged for any item disposed of in that event. The Company pays for item disposal.

14 Suspension or Termination of Service

The Company may make changes to all or a part of the Service, or suspend the Service, at its discretion without prior notice and/or without your consent.

15 Payment & Calculation Method

All payments made to you are by bank transfer. The bank transfer fee of JPY 360 is offset against the payment due to you. Payments cannot be made to any person other than yourself. You may register one bank account only. If multiple accounts are registered, the transfer will be to one of them. The effective period for Service payments is one year from the payment settlement start date.

16 Offsetting

Registration, consignment, delivery and bank transfer fees as well as the annual fee may be offset against the amount owed to you..

17 Non-refundable Membership

In the event that you cancel your membership or lose membership eligibility, you shall not be issued a refund for any membership fees already paid.

18 Returned Items & Administration of Items

Items to be returned to you are to be picked up at the store where they were accepted. Be sure to visit the store within one month of the payment settlement date in order to collect your returned items. Items that are past the sale period are deemed to have been abandoned if they have not been claimed one month after the payment settlement date, and the Company may dispose of said items at its discretion. The Company retains the right to dispose of your items if we are unable to contact you, if you have moved or are absent on a long-term basis. Company is not liable for any damages in that event..

19 Disclaimer

The Company is not liable for deterioration, damage, or soiling occurring to items in its custody. The Company is not responsible for boxes, covers, hangers or other accessories. The Company is not liable for care and custody, damages or payment if any of the following reasons are applicable:

- 1) Damage received during shipping if the home shipping service is used
- 2) Damage received during emergencies such as natural disaster, fire, flood, earthquake, tsunami, conflict, war, arson etc.
- 3) Damage to goods caused by the deterioration of materials, deformation, or past use
- 4) Damage relating to defects to the product found during the sale period
- 5) Items consigned to the Company may be transferred among and/or sold by multiple stores during the sale period. Be aware that minor wear and tear may be incurred.

20 Handling of Accessories

Take home all accessories such as hangers, boxes or cloth bags that come with bags or shoes, etc. Keep such accessories at home if you are using the home shipping service. The Company is not liable for accessories in any case whatsoever.

21 Handling of Personal Information

We ask to keep your personal information on record pursuant to the Used Articles Business Act. The Company handles all personal information entrusted to us solely for the purpose of providing a better service.

22 Other Matters

In the event of matters not prescribed in these Terms or any doubt regarding the interpretation of any of the conditions of these Terms, both parties shall attempt amicable resolution in good faith by mutual consultation, however Tokyo District Court shall be the court of jurisdiction for any disputes relating to the Agreement that may arise.

23 Communications

Any of the following means may serve as notification by Company to you, in the event that notification regarding these Terms or the Service is necessary, and you will be deemed to have received said notification after the passage of a reasonable period of time.

- 1) Sending an email to your email address
- 2) Sending a letter to your mailing address
- 3) Posting a notice on the website that provides the Service
- 4) Posting an in-store notice