

## STILL IN FASHION

### STILL IN FASHION Terms and Conditions of Sale

#### **General**

Still in Fashion (company reg. no. 556910-2832) enters into contracts with persons aged 18 years or over only. If you are under the age of 18, you must have your parent's or guardian's permission to buy and sell with us, **Still in Fashion AB (company reg. no. 556910-2832)**. Still in Fashion may change these Terms and Conditions of Sale at any time, in which case you will be informed whether there is still an ongoing Sale Assignment.

Profit margin taxation is applied since all goods sold on [www.stillinfashion.com](http://www.stillinfashion.com) are second-hand and are sold on commission in their existing condition.

#### 1. Sale on commission

Still in Fashion undertakes as commission agent, in its own name and on behalf of the consignor's (the Seller's) account, to sell via [www.stillinfashion.com](http://www.stillinfashion.com) the good(s) delivered by the Seller which are covered by Still in Fashion's Sale Assignment in accordance with these Terms and Conditions of Sale.

Unless otherwise agreed, Still in Fashion has the right to sell the delivered good(s) on [www.stillinfashion.com](http://www.stillinfashion.com) and to market the good(s) in a manner considered appropriate by Still in Fashion.

#### 2. Delivery, inspection, valuation and contract concerning the Sale Assignment of the good(s)

The Seller is responsible for ensuring that he/she has unlimited right of ownership and right of sale over the good(s) delivered to Still in Fashion for sale. If this is not the case, the Seller must, through written documentation and authorisation, be able to confirm his/her right to sell and collect payment for the delivered good(s) on behalf of the owner. Before delivery of the good(s), the Seller must send a picture and detailed description of the good(s) via [buyandsell@stillinfashion.com](mailto:buyandsell@stillinfashion.com), so that Still in Fashion is able to carry out a preliminary valuation. Once the parties have agreed on a preliminary price, the Seller sends the good(s) to Still in Fashion, Storgatan 57, 5tr, SE 115 23 Stockholm, by recorded delivery at the Seller's risk and cost. When Still in Fashion has received the good(s), it shall send an Acknowledgement of Receipt, to the Seller as soon as possible and no later than five working days, after which Still in Fashion carries out a customary inspection and valuation, based on which a final sales price for each good is established. The final price that Still in Fashion and the Seller agree upon is the price the buyer pays including carriage within Sweden. For overseas purchase the cost for carriage is covered by the Buyer. The sales price is based on a market-adjusted valuation and on Still in Fashion's experience from previous transactions involving the same type of good etc.

The parties then agree on the terms and conditions of sale, after which Still in Fashion sends confirmation with the Sale Assignment contract to the Seller. The contract takes effect when the Seller has returned to Still in Fashion a signed copy of the parties' Sale Assignment contract, after which Still in Fashion undertakes to store, insure and photograph the good(s), and to market it/them on the [www.stillinfashion.com](http://www.stillinfashion.com) website. At least two (2) pictures are included with each good. Still in Fashion unilaterally assesses whether more pictures are required.

Still in Fashion reserves the right to withdraw, unilaterally and without entitling the Seller to compensation, from the Sale Assignment, if doubt arises concerning the authenticity of the good(s), right of ownership over the good(s) or other significant circumstance for fulfilling the Sale Assignment.

If the seller revokes the Sale Assignment, the Seller shall reimburse Still in Fashion for the costs of administration, valuation and handling of the good etc. at an amount equivalent to fifteen (15) percent of the sales price. Still in Fashion invoice the Seller for such a revocation fee and returns the good to the Seller within five banking days after the Seller paid the invoice. Revocation of the Sale Assignment must be in writing. The Seller does not have the right under any circumstance to revoke the Sale Assignment without Still in Fashion's consent when Still in Fashion has received an order for the good.

### 3. Storage and insurance liability

Still in Fashion shall insure the good(s) against break-in, fire or water damage and theft up to the agreed sales price less sales fees. Still in Fashion is not liable for minor damage that may be incurred by the good(s) during transport or handling, for example scratches and wear to leather and glass, natural changes in material such as formation of cracks etc. Still in Fashion is under no circumstance liable to compensate the Seller for any damage that exceeds the stated insured value.

### 4. Sale currency

The good(s) received for sale in Sweden are valued, sold and paid for in Swedish kronor (SEK). All fees incurred for these goods are in Swedish kronor (SEK). Objects that are received for sale outside Sweden are valued, sold and paid for in euro (EUR). All fees incurred for these objects are in euro (EUR).

### 5. Price and fees

The price agreed upon by Still in Fashion and the Seller is specified in the Sale Assignment contract and is the price paid by the buyer including card fees and carriage. Still in Fashion deducts sales commission of 29% (twenty-nine percent), which includes VAT, from the price paid by the buyer for the good. The commission includes insurance fee, photography fee, and marketing. Profit margin taxation is applied since all goods sold on [www.stillinfashion.com](http://www.stillinfashion.com) are second-hand and are sold on commission in their existing condition. Sellers who are private individuals and sell second-hand goods are normally covered by the rules governing profit margin taxation. Goods sold according to the rules governing profit margin taxation are subject to VAT on the commission and fees only. It is the Seller's responsibility to provide correct information about the good, so that it can be decided which VAT rules it is to be sold under.

### 7. Unsold goods

A good/goods that are not sold within the agreed time period (normally three (3) months) are returned to the Seller at the Seller's cost within six (6) calendar days after expiry of the contract period. If the good is not sold, the Seller does not pay any sales commission. Alternatively, an agreement on a new sales price can be discussed, based upon which a new Sale Assignment will be drawn up.

### 8. Final account, payment and the buyer's right to cancel

A preliminary settlement is sent to the Seller by email directly after the sale has been completed with the buyer of the Seller's good(s). If the Seller has not provided a valid email address, the Seller is requested to contact Still in Fashion for final notification of the sale.

The account is finalised after Still in Fashion has received full payment from the buyer, in which the Seller receives the sale amount less the sales commission. The buyer pays the agreed price and carriage costs. Still in Fashion handles payment and delivery of the good(s).

Payment to the Seller is made at the latest five (5) banking days after expiry of the buyer's right to cancel period of 14 days, provided that full payment has been received from the buyer and no

complaints have been made. Payment is made to the account specified in the Sale Assignment contract. If the buyer does not complete the purchase or uses his/her right to cancel, the good is put up for sale again on [www.stillinfashion.com](http://www.stillinfashion.com) without prior communication with the Seller. Pursuant to the EU's Consumer Rights Directive, the buyer has the right to return a good during the right to cancel period providing the good has not been used. The decrease in value of a good is determined by how much the Seller can get for it when it is resold. The Seller is liable for any losses in such a situation. Still in Fashion is not obliged to take measures against the buyer in such a situation and is not responsible to the Seller for the completion of the purchase by the buyer.

#### 9. Liability for defects

Swedish law applies to the sale of goods on [www.stillinfashion.com](http://www.stillinfashion.com). Since Still in Fashion is only an intermediary (commission agent), it is the Seller who bears the ultimate liability for all types of compensation claims and sale of goods claim. If Still in Fashion is liable to the buyer of the Seller's good(s) for defects in the good or a non-authentic good and is therefore liable to pay compensation to the buyer or incurs costs as a result, Still in Fashion is entitled to demand equivalent compensation from the Seller. The Seller agrees that the good(s) are sold according to the Sales and User Terms and Conditions, which can be found on [www.stillinfashion.com](http://www.stillinfashion.com). Still in Fashion has the right to move, end or change the length of the Sale Assignment concerning the good(s) due to technical or other circumstances within or outside its control.

#### 10. Force majeure

Still in Fashion is not liable for loss or damage incurred by the Seller due to a discontinued sale or late payment as the result of an act of war, labour market conflict, official measure, fire or other accident or circumstance that Still in Fashion was not able to control or foresee.

#### 11. Disputes

Any disputes arising from the contract concerning a good(s) taken for sale in Sweden shall be resolved according to Swedish law and before a court in Sweden. Any disputes arising from the contract concerning a good(s) taken for sale outside Sweden shall be resolved according to the law applicable in the relevant country and before the district court in the relevant country in the first instance.

#### 12. Handling of personal details and confidentiality

Personal details provided on contact with Still in Fashion as part of a customer/contract relationship is handled manually as well as electronically in a secure and confidential manner. As the Seller, it is important and your responsibility to ensure that your details are correct and complete, i.e. that you have specified your email address, bank details etc. correctly. You can correct details at any time by contacting us at [buyandsell@stillinfashion.com](mailto:buyandsell@stillinfashion.com). When you do business with Still in Fashion, we ask you to provide certain personal details, e.g. name, personal ID number, address, email address and bank details. Still in Fashion saves and uses these details to enable you to buy and sell goods and to communicate with you. We record what purchases and sales you make and we also use the details for statistics and to improve the user experience on our website. We only pass your personal details to our permanent cooperation partners, e.g. transport companies, IT suppliers and our payment partner, and only to the extent that is necessary to be able to process your transactions and sales or ensure optimum operation of our website.

We will save your personal details one year after your completed transactions. If you want to know what personal details we are processing, you may request a registry extract of the processed personal details, you may also request that we delete your personal details, which we will do if it does not conflict with the freedom of expression or incentives on rights to investigate or other law.

We also collect information on your visit to [www.stillinfashion.com](http://www.stillinfashion.com) using cookies in accordance with the description in our Sales and User Terms and Conditions.

*These terms and conditions are valid from **30 June 2018***

**Formaterat:** Tabbstopp: 3,75 cm, Till vänster

**Borttaget:** 15 April