

TriMarc's Corner

Terms and Conditions

Effective Date: November 2025

These Terms and Conditions (“Terms”) govern all consignment sales and related activities at **TriMarc's Corner** (“Showroom,” “we,” or “our”). By consigning items through TriMarc's Corner, you (“Designer,” “Consignor,” or “Customer”) agree to the following terms.

General Overview

TriMarc's Corner operates as a designer consignment showroom, offering approved designers the opportunity to display and sell furniture, art, accessories, and other approved goods to customers and trade professionals.

All consignors and customers must adhere to these Terms to ensure a fair and transparent partnership.

Consignment Policy

- Items are accepted on a consignment basis only.
- Each consignment must be accompanied by a signed Consignment Agreement detailing commission rates, payment terms, and the duration of display.
- TriMarc's Corner reserves the right to accept or decline any item at its sole discretion based on quality, condition, and suitability for the showroom.
- All consigned items remain the property of the designer until sold.

Display and Handling

- TriMarc's Corner agrees to display merchandise in a professional and attractive manner.
- While reasonable care is taken to protect all items, TriMarc's Corner is not responsible for damage, loss, theft, or deterioration of items due to circumstances beyond its control (e.g., fire, flood, natural disaster, or handling by customers).
- Consignors are encouraged to maintain their own insurance coverage for consigned items.

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Pricing and Commission

- Retail pricing will be determined by mutual agreement between TriMarc's Corner and the designer.
- Any price changes or discounts must be approved by the designer in writing.
- The standard commission rate is 25% to TriMarc's Corner and 75% to the designer, unless otherwise agreed.
- Payments for sold items will be processed within 15 business days after the sale.

Duration and Renewal

- Consigned items are displayed for an initial term of 60 days/months.
- At the end of the term, designers will be notified to either renew the consignment or retrieve unsold items within 15 days.
- Items not retrieved after 45 days will be considered abandoned and may be donated, discounted, or disposed of at TriMarc's Corner's discretion.

Returns and Refunds

- **All sales are final.** No returns, refunds, or exchanges will be issued once an item has been purchased.
- Customers are responsible for inspecting items before purchase, as consigned merchandise is sold **as-is**.

Payment and Sales Tax

- TriMarc's Corner will collect and remit applicable sales taxes on all sales.
- Designers will receive payment for their share of sales after taxes and commissions are deducted.

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Liability

- TriMarc's Corner is not liable for any indirect, incidental, or consequential damage arising from the display, sale, or handling of consigned items.
- Designers agree to indemnify and hold harmless TriMarc's Corner from any claims, damages, or losses related to consigned merchandise.

Marketing and Photography

- TriMarc's Corner may photograph, advertise, or promote consigned items in print or digital media for marketing purposes.
- Designers grant TriMarc's Corner the right to use images of their consigned items for showroom promotions, online listings, and social media without additional compensation.

Termination of Agreement

- Either party may terminate their consignment relationship with written notice.
- Upon termination, unsold items must be collected within 15 days, or they may be subject to storage fees or considered abandoned.

Amendments

TriMarc's Corner reserves the right to amend these Terms and Conditions at any time. Updated terms will be made available in writing or electronically and will take effect immediately upon publication.

Governing Law

This Agreement and all transactions with TriMarc's Corner shall be governed by the laws of the **State of Georgia**, without regard to conflict of law principles.

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TriMarc's Corner

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