CONSIGNMENT AGREEMENT

This Sale of Goods on Consignment ("Agreement")

is made and effective this 26 March 2021,

by and between

BRAND SKA ("Consignor")

and

PLANET 54 ("Consignee")

NOW, THEREFORE, it is agreed:

1.  Consignment of Goods

Consignor shall ship to Consignee, on consignment, the following described Custom Designer Apparel which shall here forth be termed “product”. Consignor shall be responsible for the cost of shipping / transport to Consignee.  Consignee shall receive the product and shall store them carefully and properly in Consignee's warehouse to protect them from loss, damage, or deterioration.

The Consigned product shall remain the sole property of Consignor until sold. Consignee hereby acknowledges that it takes possession of the consigned product only on a consignment basis and it does not acquire any property right or security interest in such Consigned product.

* 1. Each of the items supplied must be clearly labelled with the following :
     1. Style codes,
     2. Colour
     3. Tags
     4. Sizes

2.  Title to Goods

The product shall remain Consignor's property until sold to Consignee's consumers, and title to the proceeds of the sales of the Goods shall vest in and belong to Consignor and be held in trust for Consignor's benefit until accounted for and remitted to Consignor.

3.  Loss or Damage to Goods

Consignor shall remain responsible for all loss and expense resulting from damage to or destruction of the product, or from levy or attachment of any court process or lien thereon while in Consignee's possession.  Consignor shall maintain an insurance policy or policies on the product in Consignee's possession, protecting against loss from fire, other insurable perils and any supervening impossibility which occur after the Consignee has acknowledged possession of the product consignment in a satisfactory amount to cover and replace such product.

4. Premises  
  
The Consignee at its own cost and expense agrees to keep and display the Consigned product in the following premises *42 Brickworks Way – Briadene* (the "premises") unless stated otherwise depending of both parties’ agreement. The Consignee shall store the Consigned product at its premises so as to be at all times segregated from all of the other inventory and shall clearly indicate that the Consigned product are the property of the Supplier. Upon any request by Consignor, Consignee will be responsible to return the Consigned product in good order and condition within a reasonable time.

5.  Report of Sales and Payment

Not later than the 30thof each month, Consignee shall make a written report to Consignor listing sales of the product made by Consignee during the previous calendar month. Consignee shall remit to Consignor for the products sold an amount equal to actual value of the signed product quantity.

Consignee shall make such payments to Consignor within (7 days) after the date of each invoice.   After receiving each report of sales, Consignor shall mail an invoice to Consignee covering the sales shown in such timely report, bearing a date not later than the last day of the same month.  Amounts otherwise due shall be paid within fifteen (15) days of invoice.

It is specifically recorded and agreed upon that the Consignor will only receive its cost price of the product, once the product have been sold. Any price mark-up added thereto will be considered income earned by the Consignee.

6.  Records

Consignee shall keep a true record of all product in its possession under consignment and shall give the representatives of the Consignor access to such records on request and shall permit such representatives, at reasonable times, to make an inventory of the product in Consignee's possession.

The consigned product shall include the product in transit as well as the product in Consignee's warehouse.

7. Term  
  
This Agreement shall commence on the *26th day of March 2021* and continue for a period of twelve (12) months, with the option to extend for additional twelve (12) month period upon mutual acceptance.

8.  Indemnity

Consignor shall indemnify Consignee against any loss, damage, liability or claim (including reasonable attorney's fees and costs) caused by acts of Consignor not authorized by this Agreement or by any wilful or negligent act of Consignor.

9.  Taxes

Consignor shall be responsible for the payment of all income taxes accruing to Consignor for revenue received from the sale of the product.  Consignee shall be responsible for any sales, use or excise taxes resulting from the sale of the product to Consignee's customers.  Consignee shall also be responsible for all income taxes accruing to Consignee on the commission revenue from its sale of the product and for personal property taxes and other charges or levies imposed on the product while in Consignee's possession.

10. Dispute Resolution  
  
All disputes under this Agreement shall be settled by arbitration in Durban, before a single arbitrator pursuant to the rules of the Arbitration foundation of South Africa. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.

This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.   
  
11. Severability  
  
If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and, the remaining provisions of this Agreement shall remain in full force and effect.

12. Limitation of Liability   
  
In no event shall either party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred by the other party arising out of the services provided under this agreement, even if such party has been advised of the possibility of such damages. In no event will either parties liability on any claim, loss or liability arising out of or connected with this agreement shall exceed the amounts paid to consignor during the twelve (12) months period immediately preceding the event giving rise to such claim or action by consignee. 

13. Indemnification  
  
Each party shall at its own expense indemnify and hold harmless, and at the other parties request defend such parties affiliates, subsidiaries, successors, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys’ fees and court costs) which arise directly or indirectly out of or relate to:-

(a) Breach of any stipulated scope of this Agreement, or,

(b) The gross negligence or wilful misconduct of a parties employees or agents;

14. Entire Agreement and Amendments   
  
This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

15.  Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

SIGNED AT ON THIS DAY OF 2019.

AS WITNESSES:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONSIGNOR

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED AT ON THIS DAY OF 2021.

AS WITNESSES:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONSIGNEE