

## **CONSIGNMENT CONTRACTUAL AGREEMENT**

### **PARTIES**

- This Consignment Agreement (hereinafter referred to as the "Agreement") is entered into on \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the "Consignor") and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter referred to as the "Consignee") (collectively referred to as the "Parties").

### **EFFECTIVE DATE CLAUSE**

- This Consignment Agreement (hereinafter referred to as the "Agreement") shall become effective as of [insert Effective Date], and shall remain in full force and effect until terminated in accordance with the provisions herein. All obligations, rights, and responsibilities of the Parties under this Agreement shall commence as of the Effective Date, unless otherwise specified herein.

### **CONSIGNMENT GOODS**

- The Consignor agrees to consign the following goods ("Consigned Goods") to the Consignee for the duration of this Agreement: [describe the consigned goods in detail, including quantity, description, model numbers, serial numbers (if applicable), and any other relevant identifying information]. The Consignor warrants that they have full legal ownership of the Consigned Goods and have the right to consign them to the Consignee. The Consignee agrees to accept the Consigned Goods on consignment and to exercise reasonable care in storing, displaying, and selling them in accordance with the terms of this Agreement.

### **TITLE AND OWNERSHIP**

- Title and ownership of the Consigned Goods shall remain with the Consignor throughout the duration of this Agreement. The Consignee acknowledges that they hold the Consigned Goods solely as bailee for the Consignor and that no transfer of ownership occurs upon delivery of the Consigned Goods to the Consignee. The Consignee agrees not to claim any right, title, or interest in the Consigned Goods, except as expressly provided for in this Agreement. In the event of loss, damage, or destruction of the Consigned Goods while in the possession of the Consignee, the Consignor shall retain ownership, and the Consignee shall promptly notify the Consignor and take all necessary steps to protect the Consignor's interests.

### **LOCATION OF GOODS**

- The Consignee shall store and display the Consigned Goods at [insert location or locations agreed upon by both Parties]. The Consignee shall ensure that the storage and display location(s) are suitable for the safekeeping and presentation of the Consigned Goods and comply with all applicable laws, regulations, and industry standards. The Consignor reserves the right to inspect the storage and display location(s) of the Consigned Goods upon reasonable notice to the Consignee. The Consignee shall bear all costs associated with the storage and maintenance of the Consigned Goods at the agreed-upon location(s).

### **CONSIGNMENT PERIOD**

- The consignment period shall commence on the Effective Date of this Agreement and shall continue until [insert end date], unless terminated earlier in accordance with the provisions herein. The Consignor and Consignee may mutually agree to extend the consignment period in writing. Upon the expiration of the consignment period or termination of this Agreement, the Consignee shall return any unsold Consigned Goods to the Consignor in accordance with the terms herein.

### **PRICING AND PAYMENT**

- The pricing of the Consigned Goods shall be determined by the Consignor and communicated to the Consignee in writing prior to the commencement of the consignment period. The Consignee agrees to sell the Consigned Goods at the prices specified by the Consignor and shall not alter the pricing without prior written consent from the Consignor. Upon the sale of Consigned Goods, the Consignee shall remit payment to the Consignor within [insert timeframe, e.g., 7 days] of the sale, less any agreed-upon commissions or fees. The Consignor shall provide the Consignee with regular reports detailing the sales of Consigned Goods and the corresponding payments made to the Consignor. Any taxes, duties, or other charges associated with the sale of Consigned Goods shall be the responsibility of the Consignor, unless otherwise agreed upon in writing.

### **CONDITION OF GOODS**

- The Consignor warrants that the Consigned Goods are in good condition, free from defects, and suitable for sale. The Consignee agrees to inspect the Consigned Goods upon receipt and notify the Consignor promptly of any damage, defects, or discrepancies. The Consignee shall exercise reasonable care in storing, handling, and displaying the Consigned Goods to maintain their condition. The Consignee shall not alter, modify, or repair the Consigned Goods without prior written consent from the Consignor. In the event of loss, damage, or theft of the Consigned Goods while in the possession of the Consignee, the Consignee shall promptly notify the Consignor and take all necessary steps to protect the Consignor's interests.

### **SALES AND REPORTING**

- The Consignee agrees to maintain accurate records of all sales transactions involving the Consigned Goods and provide regular reports to the Consignor detailing the sales activity. These reports shall include, but not be limited to, the date of sale, description of the Consigned Goods sold, quantity sold, sale price, and any applicable fees or commissions deducted. The Consignee shall provide these reports to the Consignor on a [insert frequency, e.g., monthly] basis or as otherwise agreed upon by both Parties. Additionally, the Consignee shall remit payment to the Consignor within [insert timeframe, e.g., 7 days] of the sale, accompanied by a copy of the corresponding sales report. Both Parties agree to maintain open communication and transparency regarding sales activity to ensure the successful management of the consignment arrangement.

### **TERMINATION AND RETURN OF GOODS**

- Either Party may terminate this Agreement upon [insert notice period, e.g., 30 days] written notice to the other Party for any reason or no reason at all. Upon termination of this Agreement, the Consignee shall promptly return any unsold Consigned Goods to the Consignor in the same condition as received, normal wear and tear excepted. The Consignee shall bear all costs associated with the return of the Consigned Goods, including packaging and shipping expenses. The Consignor agrees to reimburse the Consignee for any prepaid commissions, fees, or expenses related to the sale of Consigned Goods that have not yet been remitted to the Consignor at the time of termination. Upon receipt of the returned Consigned Goods, the Consignor shall inspect them and notify the Consignee of any discrepancies or damages. Both Parties agree to cooperate in good faith to facilitate the smooth and orderly termination of this Agreement and the return of the Consigned Goods.

### **FORCE MAJEURE**

- The Parties shall be liable for any failure or delay in performing their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, government actions, natural disasters, or epidemics. If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party and make reasonable efforts to mitigate the impact. The affected Party's obligations shall be suspended during the Force Majeure Event, and the time for performance shall be extended accordingly. If the Force Majeure Event continues for [insert duration], either Party may terminate this Agreement upon written notice to the other Party.

### **RENEWAL OF AGREEMENT**

- The Parties agree that this Agreement, prior to its termination, is subject to renewal provided that both parties submit a signed addendum agreeing to the renewal.

### **AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

### **SEVERABILITY**

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

### **DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to [insert means] (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of [insert applicable law].

### **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of [insert applicable law].

**SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

CONSIGNOR

CONSIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE