

This Consignment Agreement ("Agreement") made as of (Date), by and between _____ ("Consignor") and _____ ("Consignee").

WHEREAS the Consignor wishes to sell certain products ("Products") on consignment and Consignee wishes to sell the Products on behalf of the Consignor;

THEREFORE IN CONSIDERATION of the premises, the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

- 1. Sale by Consignment.** The Consignee will, from time to time, place orders for the Products from the Consignor. The Consignor may, at its sole discretion, accept such orders and ship such Products on consignment to the Consignee, subject to and in accordance with the terms and conditions of this Agreement.
- 2. Product Ownership.** Title to, and property and ownership in, all Products shall remain with the Consignor until such time as their removal may be directed in writing by the Consignor or until such time as they may be disposed of by bona fide sale by.
- 3. Product Payments.** The Consignor shall invoice the Consignee for all Products shipped to the Consignee pursuant to the terms of this Agreement. The Consignee shall, within _____ days following the sale of any Product, pay to the Consignor the invoiced price of such Product plus applicable taxes.
- 4. Product Condition.** The Consignee will keep the Products free from any lien, security interest or encumbrance adverse to the ownership interest of the Consignor, and shall maintain the Products in good condition.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Consignor Signature

Date:
