



Consignment Agreement

CONSIGNMENT AGREEMENT This Consignment Agreement (the "Agreement") states the terms and conditions that govern the contractual agreement between, located at

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.....
.....

..... (the "Consignor") And
..... (the "Consignee") who agree to be bound by this Agreement. WHEREAS, the Consignor owns right and title to the items described on Exhibit A attached hereto (the "Consigned Items"), and the Consignee desires to take possession of the Consigned Items with the intention of selling it to a third party.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. RIGHT TO SELL. The Consignor hereby grants to the Consignee the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement.
2. MINIMUM PRICE. The minimum price at which the Consignee may sell the Consigned Items shall be described on Exhibit A attached hereto (the "Minimum Price"). The minimum price will be listed in South Africa Rand ("R").

In the event the Consignee sells the Consigned Items for less than the Minimum Price, the Consignor shall be entitled to the same payment the Consignor would receive as its share of the sale price under this Agreement had the Consigned Items been sold for the Minimum Amount.

3. CONSIGNMENT FEE. The Consignee shall be entitled the difference between the Consignor's minimum selling price and the full purchase price of the Consigned Items (the "Consignment Fee").

1. Within 7 days from the sale of the Consigned Items, the Consignee shall deliver to the Consignor the sale price of the Consigned Items less the Consignment Fee.



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4. INSURANCE. The Consignee represents and warrants that the Consignee shall maintain insurance coverage sufficient to compensate the Consignor for

the fair market value of the Consigned Items in the event of damage due to fire, theft, or otherwise.

5. LOCATION OF ITEMS. The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at

.....
unless otherwise agreed upon by the Consignor in writing.

6. TIMEFRAME. In the event that all the Consigned Items are not sold by _____ all unsold

Consigned Items shall be returned to the Consignor with all delivery costs borne by the Consignee.

7. CONSIGNOR REPRESENTATION. The Consignor hereby represents and warrants that the Consignor holds full title (or has received, in writing, the authorization to sell the Consigned Items by any necessary parties) to the Consigned Items.

8. EXPENSES. The Consignee shall bear all expenses for shipping the Consigned Items.

9. NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

10. APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of South Africa and subject to the exclusive jurisdiction of the federal and provincial courts located in South Africa.



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Consignment Offer

You can expect payment once your item has been sold. (please note that our customers have the option to make use of a 60 day layby, and payments to you, the consignor, can only be made once the customer has achieved full payment) . Please also note that due to the Consumer Protection Act, we also have to allow for a 7 day return window after the sale of your item. Should you wish to cancel the the accepted consignment agreement within the first 60 days then you are liable for 10 percent of the consignment value of the item.

All offers are subject to authentication and the item's condition on final inspection.

Cash Offer

Should you accept our buy out offer and your items pass authentication you will be paid out and all sales are final. Prices quoted are based on condition, model, popularity, accessories and brand resell value.

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below. _____

[CONSIGNOR. First Name] [CONSIGNOR. Last

Name] Signature _____

[CONSIGNEE. First Name] [CONSIGNEE. Last Name]

Signature _____ [Date]



Consignment Agreement

Exhibit A

1. Name of Item.....
2. Model/Serial no/Code.....
3. Consignment Fee.....
4. Condition
5. Minimum Price.....