

CONSIGNMENT AGREEMENT

THIS AGREEMENT MADE the ____ day of _____, _____.

BETWEEN:

whose principal place of business is at

(hereinafter referred to as "Consignor")

- and -

whose principal place of business is at

(hereinafter referred to as "Consignee")

WHEREAS:

- A. The Consignor is a vendor of *[describe products sold by Consignor]* and related products; and
- B. The Consignee wishes to enter into an arrangement to take possession of certain Consignor products and offer same for sale to the Consignee's customers and others on a consignment basis and as agent for the Consignor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

Agency Appointment

1.1 Consignor hereby appoints Consignee its non-exclusive agent to stock, offer for sale and sell products of the Consignor provided by the Consignor to the Consignee on a consignment basis pursuant to the terms of this Agreement in the following territory: *[list area(s) comprising the territory]*

1.2 The Consignor hereby grants the Consignee authority to sell the Inventory delivered pursuant to this Agreement on the Consignor's behalf provided the Consignee complies in full with the terms of this Agreement.

Exclusivity

2.1 This Agreement shall not be exclusive to the Consignee. The Consignor shall be entitled to offer to sell and to sell similar, other or competitive Inventory to any person at any time on such terms as the Consignor deems fit.

2.2 This Agreement shall not be exclusive to the Consignor. The Consignee shall be entitled to offer to sell and to sell similar, other or competitive Inventory to any person at any time on such terms as the Consignee deems fit.

Term and Termination

3.1 The term of this Agreement shall commence on the date set out above and shall continue until terminated in accordance with the terms of this Agreement.