

## CONSIGNMENT AGREEMENT

Please fill and sign this agreement scan it and email it to [store@thewatchboys.com](mailto:store@thewatchboys.com) or Mail it to 99  
Crowns Lane, 2nd floor Toronto, Ontario M5R 3P4 CANADA. Or call us at 647.202.8849

THIS AGREEMENT (the "Agreement") made on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_ by and between \_\_\_\_\_ of  
\_\_\_\_\_ (the "Consignor") and \_\_\_\_\_ of  
\_\_\_\_\_ (the "Consignee").

WHEREAS, the Consignor desires to consign to the Consignee certain goods set forth on the  
attached Exhibit A (the "Consigned Goods"), for the purpose of facilitating a sale of the Consigned  
Goods by the Consignee; and

WHEREAS, the Consignee desires to accept delivery of the Consigned Goods and to make  
necessary payment to the Consignor upon the use of such goods on the terms and subject to the  
conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the  
parties hereto both acknowledge, the Consignor and the Consignee hereby agree as follows:

### 1. Consignment of Goods

The Consignor shall deliver the Consigned Goods for consignment to the Consignee's Premises.  
Upon delivery, the Consignee shall accept delivery of the Consigned Goods. The Consigned Goods  
shall remain the sole property of Consignor until sold. Consignee hereby acknowledges that it takes  
possession of the consigned goods only on a consignment basis and it does not acquire any property  
right or security interest in such Consigned Goods. The consignor's consignment is not a  
consignment intended as a security.

### 2. Title

The title to and property of the Consigned Goods shall remain with the Consignor until such time as  
the Consigned Goods are purchased.

### 3. Premises

The Consignee at its own cost and expense agrees to keep and display the Consigned Goods in the  
following premises \_\_\_\_\_ (the "premises"). The  
Consignee shall store the Consigned Goods at its premises so as to be at all times segregated from all  
of the other inventory and shall clearly indicate that the Consigned Goods are the property of the  
Supplier. Upon any demand by Consignor, Consignee will be responsible to return the Consigned  
Goods in good order and condition.

#### **4. Sale of the Consigned Goods**

The Consignee agrees to use its best efforts to sell the goods on behalf of the Consignor on such terms, and at such prices as shall from time to time be designated by the Consignor.

#### **5. Payments**

The Consignee agrees, upon sale, to receive the sale proceeds due to the Consignor and to deliver the sales proceeds, after deducting of all commission, to the Consignor together with an accounting within \_\_\_\_\_ days of the said sale.

#### **6. Commissions**

The Consignee agrees to accept as full payment a commission equal to \_\_\_\_\_ % of the gross sales price exclusive of any sales tax.

#### **7. Inspection**

The Consignee agrees to permit the Consignor to enter the premises at reasonable times to examine and inspect the goods. The Consignor or any of its representatives may once in a month take an inventory of the Consigned Goods in order to determine the Goods, which have been used, damaged, destroyed or otherwise removed from the Premises.

#### **8. Term**

This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continue for a period of twelve (12) months, with the option to extend for additional twelve (12) month period upon mutual acceptance.

#### **9. Independent Contractor**

The Consignee is, and shall remain, an independent contractor selling to third-party buyers the Consigned Goods. The Company does not appoint the Consignee as its agent or authorize the Consignee to hold itself out as its agent, and does not convey to the Consignee any property interest in the Company's corporate name, trademarks, or goods.

#### **10. Assignment**

Consignor shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Consignee and any attempt by Consignor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

#### **11. Notices**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.