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# Consignment stock agreement template australia

Consignment Agreement 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. The Consignee shall take delivery and make payment as required hereunder for all Products ordered by it, but nothing in this Agreement shall be deemed to obligate the Consignor to fill any or all of the Consignee's orders for Products. 2. Ownership of Products. 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 or to the Consignee or as may otherwise be hereinafter provided. 3. Payment for Products. The Consignor shall invoice the Consignee for all Products shipped to the Consignee pursuant to the terms of this Agreement. The Consignee shall, within thirty (30) days following the sale of any Product, pay to the Consignor the invoiced price of such Product plus applicable taxes. For the purposes of this Agreement, the Consignee shall be deemed to have sold a Product if such Product is (i) sold by the Consignee, (ii) removed, withdrawn, lost or stolen from the Consignee's stock on hand, (iii) damaged or destroyed, or (iv) otherwise not physically present in the Consignee's stock on hand. The Consignee shall not be obligated to pay the Consignor for any Product that is returned to the Consignor undamaged in its original packaging. All overdue amounts shall bear interest at the rate of twelve percent (12%) per year. 4. Books and Records. The Consignee will at all times maintain accurate books and records relating to the possession and sale of the Products and the proceeds thereof, and the Consignor may, upon request, examine the Consignee's records for any purpose consistent with the terms of this Agreement. 5. Risk of Loss. All risk of loss in the Products shall pass to the Consignee upon shipment of the Products to the Consignee. The Consignee shall insure the Products against all risks against which such goods are customarily insured and shall provide evidence of such insurance coverage to the Consignor upon request, from time to time. 6. Location of Products/Right to Inspect. Products will be kept at the address of the Consignee shown above, and the Consignee will not permit any Products to become kept or stored at any other location without the prior written consent of the Consignor. The Consignee shall, at all reasonable times, and from time to time, allow the Consignor and the Consignor's agents to enter upon any premises upon which the Products are located and examine or inspect the Products wherever located. 7. Removal of Products. The Consignor may, at any time, and for any reason whatsoever, take possession of and remove all or part of the Products with or without notice to the Consignee. The Consignee hereby gives the Consignor the right to enter upon any premises upon which the Products are located in order to enforce the Consignor's rights under this paragraph. 8. Condition of Products. 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 and will not waste or destroy any of the Products or use the same in violation of any statute or ordinance. 9. Not Intended as Security. This Agreement and the sale of Products on consignment by the Consignor to the Consignee is not intended to be as security for any obligation of the Consignee to the Consignor. 10. Termination. This Agreement shall commence on the date upon which it is executed by both parties. Either party may terminate this Agreement at any time upon giving thirty (30) days prior written notice to the other; provided however, that such termination shall not affect any payment obligation owing by the Consignee to the Consignor. Upon termination of this Agreement, the Consignee shall pay to the Consignor, in addition to all other amounts owing to the Consignor, the invoiced price of all Products that are not returned to the Consignor undamaged in their original packaging. 11. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx. If to the Consignee: \_\_\_\_\_ If to the Consignor: \_\_\_\_\_ 12. No Waiver. The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled. 13. Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties. 14. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of \_\_\_\_\_ and any dispute under this Agreement must be brought in this venue and no other. 15. Headings in this Agreement The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement. 16. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. In Witness whereof, the parties have executed this Agreement as of the date first written above. \_\_\_\_\_ Consignee

Consignor \_\_\_\_\_ Date Consignment Agreement Review List This review list is provided to inform you about the document in question and assist you in its preparation. Consignment agreements rarely work very well and the Consignor should work diligently to move the Consignee to being a paying customer. Deep discounts are much to be preferred to the consignment, "Try it, you'll like it," approach. As a practical matter for the Consignor should review the relationship monthly to be sure the terms and conditions are being lived up to and see if a possibility to converting the Consignee to a customer. Remember, a consignment is not a sale and should not be accounted for in that manner according to GAP (Generally Accepted Accounting Principles). If you attempt to pledge a consignment sale to almost any financial institution as a Sale or Accounts Receivable, you will be in violation of the agreement and usually chargeable with fraud for that action. So be very careful how you account for any consignment transaction. 1. Print multiple copies with each party having one. Be sure to provide a copy to your outside financial institutions, if required by agreement with them. Keep a copy with the Consignee's file as well as in your minute book. Arna spent several years as Executive overseeing a multi-million dollar global technology business. In this role, Arna led a diverse international team that established profitable growth positions in new industrial and geographic markets. She developed her consumer marketing skills as a brand and business leader running several businesses in the fashion industry. Arna is able to help clients understand challenging or complex business problems from a variety of perspectives. By combining this with her broad management experience, she is able to bring unique perspectives to difficult problems. She is a skilled listener with an ear for the central themes of start-up issues, which she combines with a facilitated and collaborative approach to help clients find the right balance between freedom and focus that drives individual productivity and lasting business results. 3. SCOPE & PERIOD OF CONSIGNMENT 3.1 The SUPPLIER appoints the Mundaring Arts Centre as agent for the purpose of the sale of works. 3.2 All goods received on consignment from the date this contract is signed until 31 March 2024 shall be covered by the terms and conditions of this contract. 3.3 Goods will be consigned for sale for three (3) months from the date the goods arrive at the Mundaring Arts Centre's premises. 3.4 With the SUPPLIER'S agreement, MUNDARING ARTS CENTRE has the option to renew consigned goods remaining unsold at the end of a current consignment period. The SUPPLIER will be advised in writing or by verbal communication of the intent by MUNDARING ARTS CENTRE to return consignment goods. The return of goods will be subject to Clause 5 and Clause 6 of this agreement. 4. COMMISSION 4.1 MUNDARING ARTS CENTRE will markup on the SUPPLIER's cost price inclusive of the SUPPLIER'S GST (also referred to as wholesale price). 4.2 MUNDARING ARTS CENTRE'S commission (inclusive of GST) will be 35% of the retail price. 4.3 Costs of Sale: A separate charge will be applied to cover freight to and from Mundaring Arts Centre if required by the SUPPLIER. 4.4.1 The SUPPLIER shall advise MUNDARING ARTS CENTRE of any change in GST registration and/or Australian Business Number (ABN) status within two (2) weeks of such change. If the MUNDARING ARTS CENTRE is not advised in writing, the artist incurs the GST liability. 5. SUPPLIER PAYMENTS 5.1 Payment by MUNDARING ARTS CENTRE to the SUPPLIER for goods sold shall be posted no later than 16th day of the month following the sale of goods. Payment will be made by MUNDARING ARTS CENTRE by electronic transfer direct to the SUPPLIER'S bank account as nominated. 5.2 Where the SUPPLIER is not registered for GST the Recipient Generated Invoice will not include GST. 6. RETURN OF UNSOLD GOODS 6.1 The MUNDARING ARTS CENTRE reserves the right to request the SUPPLIER to collect unsold goods at any time after the conclusion of the initial consignment period. It is the responsibility of the SUPPLIER to arrange for the collection or transportation of goods within two (2) weeks of a written or verbal request for the collection of goods. Any costs related to the transportation of unsold goods will be the responsibility of the SUPPLIER. 6.2 If arrangements for transportation of unsold goods is not finalised within two weeks the MUNDARING ARTS CENTRE may, after having made all reasonable efforts to locate the SUPPLIER and return the work, exercise a right of sale over the uncollected work. 6.3 If the work is not able to be returned for any reason within two (2) months after the request for goods to be collected and no alternative arrangements have been negotiated, MUNDARING ARTS CENTRE may, after having made all reasonable efforts to locate the SUPPLIER and return the work, place the work in storage (at the cost and risk of the SUPPLIER). If the cost of storage exceeds the value of the work, the MUNDARING ARTS CENTRE may retain possession of the goods and may exercise a right of sale or dispose of the goods at their discretion. Any insurance and/or storage fees for the goods during this period will be at the cost of the SUPPLIER. 6.4 Any balance of monies from the sale of goods by MUNDARING ARTS CENTRE, after the payment of all storage and insurance costs as stated in clause 6.3, shall be held by the MUNDARING ARTS CENTRE and be recoverable by the SUPPLIER as a debt. 7. TRANSPORTATION & GOODS DAMAGED IN TRANSIT 7.1 Re-packing and return of works to the SUPPLIER from MUNDARING ARTS CENTRE will be the responsibility of the SUPPLIER unless otherwise negotiated. 7.2 Goods Damaged in Transit: In the case of works transported which are received in a damaged condition: 7.2.1 If, in the opinion of MUNDARING ARTS CENTRE, the fault lies with the original packaging carried out by the SUPPLIER, no insurance claim will be made. The SUPPLIER will be notified within three (3) days and damaged goods returned to the SUPPLIER by MUNDARING ARTS CENTRE within two weeks of receipt of the damaged goods or as instructed by the SUPPLIER. 7.2.2 If, in the opinion of MUNDARING ARTS CENTRE, damage was caused by inadequate packaging by any freight company commissioned by MUNDARING ARTS CENTRE, or is otherwise the fault of the freight company, MUNDARING ARTS CENTRE will undertake to make an insurance claim for the goods, if the cost of goods is of greater value than the excess payable to the insurer (\$300). 8. PRESENTATION 8.1 The MUNDARING ARTS CENTRE will be responsible for the hanging, supporting or other aids necessary for the proper presentation of the goods for sale. 8.2 The MUNDARING ARTS CENTRE shall have total discretion in the presentation of goods for sale. 8.3 The MUNDARING ARTS CENTRE will present photographs of the artist's original work online and may use photos supplied by the artists or images taken by staff to ensure consistency of presentation. 9. SALE OF WORK - CONDITIONS 9.1 Trading Hours: MUNDARING ARTS CENTRE reserves the right to vary trading hours without prior notice to the SUPPLIER. 9.2 Full Payment of Purchase Price: Title to goods will not pass to the Purchaser and works will not be handed to the Purchaser unless full payment has been made to MUNDARING ARTS CENTRE. 9.3 Discount: MUNDARING ARTS CENTRE reserves the right to sell any goods at a discount to Corporate Customers, Members of Mundaring Arts Centre and any other individual or group. 9.4 Lay-by: A layby deposit will be required to be paid by the Purchaser to MUNDARING ARTS CENTRE. Name, address and telephone number of the Purchaser is required. In the case of monies not being received by MUNDARING ARTS CENTRE within the specified period of lay-by, MUNDARING ARTS CENTRE will endeavour to ensure payment by the Purchaser. Where there is any default by a Purchaser, no refund of any lay-by deposits will be made to the Purchaser. Title to the work does not pass to the purchaser until the final layby installment is paid. In the case of layby, the date of sale is the date on which final layby installment payment is made. 9.5 Works on Approval: Other than in the case of proposed purchases by public collections, MUNDARING ARTS CENTRE will not hold works on approval for purchase for longer than 24 hours. 10. INSURANCE MUNDARING ARTS CENTRE is insured for theft and vandalism resulting from forced entry burglary and damage resulting from fire with a limit of \$5,000 for any one item. Excess payable by MUNDARING ARTS CENTRE is \$300 for any item. Any SUPPLIER who wishes to insure their goods for any other risks should make personal arrangements with their insurer. 11. DUTY OF CARE 11.1 MUNDARING ARTS CENTRE acknowledges that the work consigned always remains the property of the SUPPLIER until sold and will handle the work with special care at all times to prevent damage and deterioration to the work, that is not characteristic of the work. 11.2 MUNDARING ARTS CENTRE will ensure the safe protection of the work at all times including but not limited to, protection from hazards of fire, flood, dirt, food, smoking or handling by unauthorised or inexperienced personnel, including members of the public. 11.3 MUNDARING ARTS CENTRE will provide a basic minimum security arrangement which includes: a staff member present while the works are accessible to the public; electronic systems operating when premises are closed to the public. 12. PUBLICITY & PROMOTION 12.1 MUNDARING ARTS CENTRE may use any work or any image of any work for promotional or publicity purposes for MUNDARING ARTS CENTRE. Full artist attribution will be included. 12.2 MUNDARING ARTS CENTRE may request further information from the artist in order to assist in the promotion and publicity of the SUPPLIER'S work. 12.3 If MUNDARING ARTS CENTRE publishes a catalogue, it shall have full responsibility for the inclusion of work, selection of its writers, editorship of its text and reproductions and its design. 13. ALTERATIONS TO THE AGREEMENT This agreement constitutes the entire understanding between the parties. Any changes must be in writing and signed by both parties.

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