

# SHH GARDEN SUPPLY CONSIGNMENT CONTRACT

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An agreement to sell goods on consignment between:

NAME: SHH Garden Supply, Inc

ADDRESS: Unit 109 - 20050 Stewart Crescent

Maple Ridge BC, V2X 0T4

referred to below as the Seller

AND

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

referred to below as the Consignor

## TERMS

It is expressly acknowledged that the Seller is engaged in the business of transacting sales of indoor garden and greenhouse equipment, including lighting, tents, fans, filters, AC units, trimmers, nutrients, as well as other specialized hardware and related accessories.

The Consignor represents that they are solely and individually entitled to enter into this agreement authorizing the Seller the exclusive right to represent and transact the sale of the following item:

### ITEMS BEING CONSIGNED ARE DETAILED ON THE ATTACHED LISTS

#### OWNERSHIP

The consigned goods remain the property of the Consignor until the works are sold and paid for in full by the purchaser. At no time does the Seller own the consigned goods. The Consignor represents that at the time of entering into this contract with the Seller, they are the true and legal owner of the consigned merchandise, have obtained said item(s) by lawful means, solely have the right to authorize its sale, and that the item(s) are free and clear of any and all liens, mortgages, security interests or other encumbrances.

The Consignor further agrees to hold harmless and indemnify the Seller, its owners, managers, agents and employees harmless and free from any liability and or responsibility by misrepresenting the above.

#### COMMISSION

Upon sale of the consigned goods, the Seller is entitled to a commission of 25% of the selling price.

#### SALES AND BILLING

The Seller shall forward to the Consignor the amount equal to the selling price of the consigned goods minus the Seller's commission. Payment will be made the 15th day of the month following the sale of the goods. (Example: payment for goods sold during the month of May will be made on June 15th.)

**SALES TAX**

The Consignor will indicate whether he/she/they are registered for sales tax and has a GST or PST number. GST: \_\_\_\_\_ PST: \_\_\_\_\_

**SHIPPING**

The Consignor is responsible for all costs and logistics of transporting the goods to the Seller, whether by courier, post, or local delivery.

**LOSS AND INSURANCE**

The Seller maintains no responsibility for any and all shortages, loss, or damage, while the goods are under their control. Provision for insurance coverage while goods are under care of the Seller is entirely the Consignor's responsibility. The Seller will not make any payments for replacements of merchandise in the event of such shortages, loss, or damage.

**RECORDS**

The Seller will keep adequate records regarding the quantities of the goods that are sold. The Consignor will have the right to inspect such records from time to time, after providing reasonable notice of said interest to the Seller.

**RETURN OF GOODS**

The Seller maintains a maximum consignment period of 6 months (starting from the date that goods are received at the Warehouse, as noted on the attached inventory form). After 6 months, the Seller will return unsold goods to the Consignor, with advance notice given to arrange shipment or local pickup. The Consignor is responsible for all costs of transporting goods back to the Consignor's location, whether by shipment or local pickup.

**TERMINATION BY CONSIGNOR**

The Consignor may terminate this agreement at any point within the 6 month consignment period. The Seller will release unsold goods at the Consignor's request, given a minimum of one week notice by the Consignor.

Consigner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SHH Garden Supply Signature: \_\_\_\_\_

Date: \_\_\_\_\_