

SAPPHIRE TRAILERS CONSIGNMENT SALE AGREEMENT

This Consignment Agreement is to cover the sale of an item where the "Consignor" would like to authorize another the "Consignee" to store and sell the item owned by the Consignor.

CONSIGNED ITEM

Item Type: Trailer Other _____

Item Description: _____ ,

Registration # _____ VIN # _____

Asking Price: _____ - GST* _____

Minimum Price: _____ - GST* _____

*GST is payable by consignor on the sale of the item

Consignment Fee: a) 15% or b) Agreed Price (Minimum \$250) _____

Consignment Period: Commencement Date: _____

Termination Date: (Or until sold) _____

Is the item registered? If not, must have pink slip.

Provide registration papers and any keys or accessories

Is the item roadworthy? Must be yes

Is the item un-encumbered ? Must be yes

Conditions

1. Item left on site – Not secured (Insured)
2. You can not continue to advertise the item
3. Minimum price can only be agreed to upon negotiation
4. Sale funds less commission will be deposited in to our account within in 14 day
5. You must indemnity us from any liability and warranty

CONSIGNOR

First name Surname
Driver's Licence Number State Expiry
Date of Birth
Address Suburb Postcode
Phone (mobile)
E-mail:
Company Name

CONSIGNEE

Sapphire Trailers
ABN
40 Merimbula Drive, Merimbula NSW 2548
MVDL:

This Consignment Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between [CONSIGNOR], and (the “Consignor”) and [CONSIGNEE] who agree to be bound by this Agreement.

WHEREAS, the Consignor owns right and title to the items described on the item as described above and 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:

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.

MINIMUM PRICE. The minimum price at which the Consignee may sell the Consigned Items shall be [AMOUNT] (the “Minimum Price”). 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.

CONSIGNMENT FEE. The Consignee shall be entitled to 15% of the full purchase price of the Consigned Items or a minimum of \$250, whichever is the greater. (the “Consignment Fee”).

Within 14 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, GST and any fees for repairs or costs associated with the sale of the item.

GST. GST is payable on the sale of the item. This is incurred by the Consignee however the Consignor agrees to have this amount deducted from the payment received for the sale of the item

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.

LOCATION OF ITEMS. The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at 40 Merimbula Drive Merimbula unless otherwise agreed upon by the Consignor in writing.

TIMEFRAME. In the event that all the Consigned Items are not sold by [CONSIGNMENT PERIOD DATE] all unsold Consigned Items shall be returned to the Consignor with all delivery costs borne by the Consignee.

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.

EXPENSES. The Consignor shall bear all expenses and repairs required to make the item available for sale.

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

APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of NSW and subject to the exclusive jurisdiction of the federal and state courts located in Australia and NSW

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 Name:

Signed _____ Date: _____

Consignee Sapphire Trailers Name: _____

Signed _____ Date: _____

FINAL SALE DOCUMENTATION

Not Sold: Returned to client – Date: _____

Date of Sale: _____

Notice of Disposal provided:

Sale Price: _____

Less 15% fee: _____

Less GST payable: _____

Less Repairs or Costs: _____

Final Amount Payable: _____

Paid: Date: _____

Bank Account Details

Name on Account: _____

BSB: _____

Account Number: _____