

6725 Powell Street; Loveland, CO 80538
Phone: (970) 962-9410; Fax: (970) 622-2027



CONSIGNMENT AGREEMENT

This agreement between Husky International Electronics, Inc., as represented by _____ and _____ (Consignee), as represented by _____ will outline a program of inventory representation, consignment, and/or purchasing.

Husky agrees to represent the Consignee in good faith and to abide by the terms outlined in this agreement. Consignee agrees to abide by all conditions of this agreement in good faith as outlined below:

1. Husky will have the exclusive right to represent the agreed-upon inventory for sale for a period of not less than _____ months. This agreement will continue automatically afterward until one of the parties notifies the other in writing. The agreement will terminate 30 days after such notice.
2. Inventory will reside at Husky warehouse but remains the exclusive property of Consignee.
3. Husky will clearly mark all inventory items that are to be consigned.
4. The percentage split for the consignment is _____ - _____. Husky will return _____ percent of the sale price of every item to Consignee and; as compensation for identifying, counting, stocking, marketing, and tracking inventory and sales transactions, Husky will retain _____ percent.
5. Payment to consignee will occur N-45 terms after the close of the transactions for any month. This is to allow for possible returns from customer. As an example, if Husky sells a consigned item on February 15th, or on any day in February, payment of the _____ percent will be due and payable on April fifteenth, which is 45 days after the close of February.
6. Husky will provide detailed transaction history of all parts in consignment warehouse on a monthly basis, including a sign off on starting inventory, transaction history in and out of warehouse, and ending inventory. This report shall show all counts and sales prices so both parties can track the inventory and profit generated.
7. Consignee will notify Husky of any change in represented inventory part(s). This includes, but is not limited to use of inventory part(s). Items removed from consignment this way and shipped back to consignee will be deemed to have a restock charge of \$50 per item. Husky will ship parts back out to consignee same day on consignee shipper number.
8. Husky is responsible for warranty on items sold out of consignment under Husky terms and conditions that are standard for all product sold by Husky. Consignee does not warrant the product consigned. If a product must be returned to Husky through defect or other circumstance, the product will be issued Return Material Authorization number and thus be decremented from consignee payout. Consignee and Husky will at that point work on the disposition of the material, whether to return it to stock, ship back to Consignee for inspection, or dispose of item due to defect or quality issues.
9. Husky agrees to indemnify and hold harmless consignee and all persons claiming under this agreement against any and all claims, demands, costs, loss, damage, or liability arising out of (1) Actual or alleged defects in material, workmanship, or design of materials furnished by Consignee hereunder; and (2) personal injury, including death, or loss or destruction of property arising from causes directly or indirectly by any act or omission of any agent, employee, or subcontractor of Husky in performance of its obligations hereunder.
10. In no event will Consignee be liable for any lost profits, special, consequential, incidental or direct damages arising out of this agreement, whether based on breach of contract, tort (including negligence), or otherwise and whether or not consignee has been advised of the possibility of such damage.

11. Consignee acknowledges that all information concerning Husky and its business practices, including the details of this agreement, are proprietary in nature and will hold said information in confidence, not revealing it by any means, to any persons, even after the expiration of this agreement.
12. Husky acknowledges that all information concerning Consignee and its business practices, including the details of this agreement, are proprietary in nature and will hold said information in confidence, not revealing it by any means, to any persons, even after the expiration of this agreement.

Supplier Representative

Husky Representative

Signature and Date

Signature and Date