

CONSIGNMENT AGREEMENT

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CONSIGNMENT AGREEMENT

CONSIGNMENT AGREEMENT entered into in the City of, Province of, Canada.

BETWEEN: V1 (*name of individual*), (*occupation*), domiciled and residing at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), doing business as (*business name*);

OR

V2 (*corporate name*), a legal person duly incorporated under the Act (*name of statute under which the corporation was incorporated*), having its principal place of business at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number in accordance with the Act (*name of the applicable statute governing the legal registration of the corporation*);

V2.1 (Authorized Representative) (to be added after V2, if applicable)

, represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof, as he/she so declares;

V2.2 (Authorized Representative by Resolution) (to be added after V2, if applicable)

, represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as indicated in the resolution of the sole director [OR board of directors], attached hereto as Schedule A;

OR

V3 (*common business name*), [a general partnership], OR [a limited partnership represented by (*name of its general partner*), its general partner] OR [an undeclared partnership], OR [a joint venture], OR [a collaboration], OR [a group of persons] exercising an organized economic activity of a commercial nature, duly formed under the [..... Act (*identify applicable statute*)] OR [Civil Code of Quebec] OR [applicable general law], having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered (*as the case may be*) under the designating number in accordance with the Act (*name of the applicable statute governing the legal registration of the corporation*) represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares OR [as indicated in the resolution of the partners of the general partnership], OR [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], OR [as indicated in the resolution of the partners of the undeclared partnership], OR [as indicated in the resolution

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of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration], **OR** [as indicated in the resolution of the members of the group of persons], attached hereto as Schedule A;

HEREINAFTER REFERRED TO AS THE “SUPPLIER”;

AND: *(identify consignee) (select the appropriate version from those listed above and, if applicable, insert Schedule B);*

HEREINAFTER REFERRED TO AS THE “CONSIGNEE”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.

AND AS INTERVENOR: *(identify surety, if applicable);*

HEREINAFTER REFERRED TO AS THE “SURETY”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- (A) The SUPPLIER is engaged in the business of *(identify business sector);*
- (B) The CONSIGNEE is engaged in the business of *(identify business sector);*
- (C) The PARTIES agree that the SUPPLIER will place the goods identified for such purpose in consignment with the CONSIGNEE, and the CONSIGNEE accepts to take possession thereof as consigned goods;
- (D) The PARTIES agree that during the consignment period, the SUPPLIER will remain the sole owner of the consigned goods;
- (E) The PARTIES agree that the CONSIGNEE is liable for any damage to the consigned goods and will bear all risk of loss therefor;

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- (F) The CONSIGNEE undertakes to use its best efforts, as defined herein, to sell the consigned goods as part of its activities;
- (G) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument.
- (H) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement [and in any ancillary or subordinate documentation] will be interpreted as follows:

0.01.01 Activities

means, regarding the SUPPLIER, (*describe its principal business activities*) and, regarding the CONSIGNEE, (*describe its principal business activities*);

0.01.02 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 12.04 herein;

0.01.03 Best Efforts

means the efforts that a Person, including a PARTY, desirous of achieving a result and acting prudently and diligently would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes the generally recognized or common trade practices of any trade or profession as well as the generally acknowledged best practices in a field of activity;

0.01.04 Breach

means:

- a) any misrepresentation, inaccuracy, error, or failure to disclose;

SUPPLIER	CONSIGNEE