



CONSIGNMENT AGREEMENT

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1. Delaware Tool Exchange, LLC ("DTX") assumes no responsibility for loss, damage, or destruction of any item(s) consigned.
2. All items consigned must comply with the "DTX Tool Policy" (see reverse side of this agreement).
3. The Consignor represents and warrants to DTX that he/she is the bona-fide owner of the item(s) consigned under this contract OR that the Consignor has full legal authority to consign the item(s).
4. The Consignor is responsible for the delivery of all items to DTX. DTX may pickup items from the Consignor's location for a fee, mutually agreed to in advance, which would be deducted in full from the payments due to the Consignor.
5. The Consignor authorizes DTX to establish item(s) selling prices, and to incrementally discount selling prices at its discretion.
6. This consignment period expires one-hundred eighty (180) days after the execution of this Agreement. Upon expiration of this agreement, the consignor elects to:
 - HAVE DTX CONTACT ME TO ARRANGE RETRIEVAL OF UNSOLD ITEMS
 - AUTHORIZE DTX TO DISPOSE OF UNSOLD ITEMS (DONATION or SCRAP)
7. If the Consignor recovers his/her item(s) prior to "End Date" shown below, a 10% termination fee may apply.
8. Selling Commission. DTX will retain fifty percent (50%) of the final sale price of item(s) sold.
9. DTX has the right to recover any reasonable expense incurred, including pick-up/delivery costs, cleaning/ repairing consigned items, and postage/shipping costs, and may deduct these expenses from amounts payable to Consignor.
10. Payments will be made not later than the tenth day of the following calendar month. For example, payment for an item sold in January will be sent by February 10th.
11. I select the following payment option: PAYPAL OR CHECK OR STORE CREDIT.
12. Any legal disputes are governed by and subject to the laws of the state of Delaware, and any litigation, if necessary, will take place in DTX's home state of Delaware.
13. This consignment agreement represents a binding contract between Consignor and DTX, and the entire scope of said contract is as defined herein.

By signing this agreement, I agree to these terms.

NAME

ADDRESS (Street, City, State, ZIP)

TELEPHONE

EMAIL

Signature of Consignor

Start Date

End Date