



CONSIGNMENT AGREEMENT

Consignor Account Number

C

1. Delaware Tool Exchange, LLC (“DTX”) assumes no responsibility for loss, damage, or destruction of any items consigned.
2. Only items which comply with the current “DTX Tool Policy” may be consigned. DTX reserves the right to refuse any item.
3. The Consignor represents and warrants to DTX that he/she is the bone-fide owner of the items consigned under this agreement OR that the Consignor has full legal authority to consign the items on behalf of the owner.
4. The Consignor is responsible for delivery and unloading of all items consigned.
5. The Consignor authorizes DTX to establish selling prices and to incrementally discount selling prices at its discretion.
6. The consignment period expires ninety (90) days AFTER an item has been entered into DTX’s active inventory. If there are any remaining (unsold items), the consignor elects to (initial ONE option):
 I WANT THEM BACK: Contact me to arrange retrieval of unsold items
 I DO NOT WANT THEM BACK: I authorize DTX to dispose of unsold items via Habitat for Humanity.
7. ABANDONMENT: After thirty (30) days of notification to retrieve any items from DTX, items will be considered “abandoned” and become property of DTX. **CONSIGNOR ACKNOWLEDGEMENT:**
8. If the consignor recovers his/her items from DTX’s active inventory prior to 90 days, a 10% termination fee may apply.
9. Selling commission. **DTX will retain fifty percent (50%)** of the selling price of each item it sells.
10. “As-is” condition. DTX, at its sole discretion, may elect to repair or refurbish consigned items to improve their marketability. DTX reserves the right to recover its out-of-pocket costs as well as invested labor and to retain any sums of money over-and-above the “as-is” value, subject to the terms set in this agreement. **CONSIGNOR ACKNOWLEDGEMENT:**
11. Payments will be made not later than the fifteenth day of the following calendar month.
12. I select the following payment option: **PAYPAL** **CHECK** **STORE CREDIT**
13. 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.
14. 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 (checks will be payable to this person)

E-MAIL (correspondence will be sent to this address)

ADDRESS (checks will be mailed to this address)

E-MAIL (for PayPal payments if different from above)

TELEPHONE

CITY, STATE, ZIP CODE

DATE

SIGNATURE