

This Consignment Agreement (henceforth "Agreement") is made effective as of:

_____ day of _____, 2022 between Cascadia Eyewear Inc and _____, (henceforth "Seller").

- I. **RIGHT TO SELL.** Cascadia Eyewear Inc. owns all Cascadia Eyewear Inc. (CE) branded eyewear (henceforth "frames"). In accordance with this agreement, CE grants Seller an exclusive right to sell CE frames under the terms of this agreement. CE agrees to deliver to Seller on consignment, the frames following a deposit of \$200. Seller agrees to devote their best efforts to the sale of the frames. Seller shall determine all sales prices and terms of sale. Unless otherwise negotiated, the minimum size of the Cascadia Eyewear consignment set is 40 SKUs. Seller has the right to purchase frames directly, outside of the consignment set at the same discounted price as needed.
- II. **PROCEEDS OF SALES.** Seller will pay to CE, an amount that is equal to the cost of the frames sold in accordance with the respective invoice. The Seller, as a preferred customer, will receive a discount of 40% off the total invoice. A Consignment Inventory and Inventory Checklist will be sent with the initial shipment of frames. Per this Agreement, the Seller will follow the instructions written on the Checklist which includes doing a physical inventory of the unsold frames. Any sold frames will represent the amount due on the Invoice, less the initial deposit. A physical inventory checklist is due every 60 days. CE will invoice Seller for sold frames upon receipt of the physical inventory checklist as well as replace all sold frames (to keep the consignment set full).
- III. **REMAINING INVENTORY/CANCELATION/DISCONTINUED FRAMES.** Any unsold inventory must be returned to CE in like new condition, after a period of 12 months. Unsold inventory may be kept by Seller, for selling purposes, upon renewal of the agreement with no further deposit requirement. In the event the Seller does not provide inventory checklists every 60 days it will constitute a cancelation of this agreement and all frames are to be returned within 30 days of cancelation or they will be invoiced to the seller at invoice cost less the discount outlined in section II. Returns after 30 days post cancelation will not be accepted. In the event a model is discontinued, Seller will be notified and offered to purchase the discontinued frames, **without** warranty coverage at 60% off catalog price **or** to return discontinued frames so replacement frames can be provided. The Consignment inventory and checklist will be updated and sent with the replacement frames. Shipping expenses for returned inventory are the responsibility of Seller.
- IV. **EXCHANGE.** If Seller finds they have frames that are not moving, they have the right to request an exchange authorization. This option is available to the Seller two times per year. Seller will return frames in like new condition for an exchange of the same amount of SKUS in an updated selection. Shipping expenses for inventory exchanges are the responsibility of Seller. The Consignment inventory and checklist will be updated and sent with the replacement frames.
- V. **RECORDS.** Seller shall keep accurate records regarding the quantities of the frames that are sold. CE shall have the right to inspect such records at minimum, once every two months (60 days) on the 10th day of each month, per the Inventory Checklist. This process is in so CE can send Seller a bi-monthly Invoice, re-stock Seller consignment inventory, and send Seller a new Checklist.
- VI. **TITLE TO MERCHANDISE.** Consigned frames shall remain the property of CE until sold.

- VII. **WARRANTY.** The frames are covered against Manufacturer Defects for one year from the time Seller signs the agreement, plus **three** months (to allow time for the frames to sell to their end user) which totals 15 months. Due to limited quantities per model per color (equal to or less than a total of 100 each), CE has the right to substitute a warranty frame should the original frame no longer be available. In the event Seller wants to make claim for a warranted loss, they need only request. CE does not require return of the damaged frame although they reserve the right to request the return under some circumstances.
- VIII. **RISK OF LOSS; INSURANCE.** The risk of unintentional loss or devastation of the frames, while in possession of seller, shall be borne by the seller. CE shall have no liability to seller as a bailee or otherwise with the respect to consigned frames. It shall be the responsibility of the seller to pay CE for the lost/damaged frames, in the amount equal to the cost of said frames.
- IX. **COMPLIANCE WITH LAWS.** CE shall cooperate fully to the effect fulfillment with any law, rule or regulation governing the frames. Moreover, CE represents and warrants that its books of account shall imitate that the frames are shipped and delivered to seller as a consignment, not as a sale, until the frames are actually sold. Once the frames are sold by the seller, and payment is made to CE for the sold frames, CE books of account shall reflect those sales.

I, _____ have read the above consignment agreement in full and agree to its terms.

X _____
CONSIGNER SIGNATURE (Cascadia Eyewear Inc)

_____ DATE

X _____
CONSIGNEE SIGNATURE (Seller)

_____ DATE

Name: _____

Billing Address: _____

City, State, Zip: _____

Phone: _____

Email: _____