

## **MILLARACING DISTRIBUTION LLC CONSIGNMENT AGREEMENT**

**THIS CONSIGNMENT AGREEMENT** is entered into on by and between

(‘Consignor’) \_\_\_\_\_, located at

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\_\_\_\_\_ and (‘Consignee’) Millaracing Distribution LLC, located at 151 E  
10th Ave Suite 601 Conshohocken, Pa. 19428.

### **AGREEMENT TO SELL**

In accordance with this Agreement, the Consignor grants an exclusive right to the consignee to list the items for sale on millaracing.com and other online venues and sell the mutually agreed upon item(s), pursuant to the terms of this Agreement.

### **HOW THE CONSIGNMENT PROCESS BEGINS**

Send us images and a description of an item(s) and we will have one our specialists contact you within 24 hours with more information and questions.

Once the item has been approved for sale, we ask you to either drop the item off (Conshohocken, PA USA) or ship to us (instructions to follow).

### **WHAT IS CONSIGNMENT**

Consignment is where the seller pays a portion of the sale price to the consignment store for facilitating the sale and delivery of their item.

### **WHY SELL WITH MILLARACING?**

Why use Millaracing consignment over the traditional online pre-owned parts sales site? With those other sites, you have to do all the work. You have to clean the item, photograph it, list it, sell it, ship it, and accept payment.

When using Millaracing, we do all the work so you can get paid, and free up storage space.

## **HOW IS SELLING WITH MILLARACING DIFFERENT FROM OTHER MARKETPLACES?**

We do all the work for you which allows you to free up valuable square footage in your home or business, and most importantly saves you from trying to sell the part yourself.

When you sell with Millaracing Distribution, we do all of the heavy lifting (pickup of parts: see SERVICE FEES), of taking and posting photos, writing descriptions, negotiating pricing and shipping/delivering items. We manage everything from pick up to payout and you enjoy a safe, curated shopping experience, reliable payment and unmatched convenience.

1. Can you professionally photograph an item so that it's catchy and will sell?
2. Can you box the item and ship it so that there is less chance of damage?
3. Can you accept payment where you know you will be paid the correct amount on time?

Most of you will answer “no” to these questions, which is why Millaracing was formed. We are here to help you. To save you your most valuable commodity, your time. No more buying or selling items on sites where you don't know if the item is correctly pictured, described, and in sellable shape. No more meeting people in empty parking lots at night to facilitate a sale (not very safe). No more wondering if you will ever see your payment in full.

## **SELL WITH US**

By consigning your products with Millaracing Distribution you certify that all parts are included and none of the items have ever been broken, repaired or otherwise altered, that the product has never been improperly stored or abused and that the product is in working condition, merchantable, fit for the purpose intended and free from defects.

By consigning your products with Millaracing Distribution you agree to indemnify and hold Millaracing Distribution and its related parties (including its officers and directors) harmless for any claims, damages, judgments, settlements, costs and expenses, including costs of investigation and claim review and legal fees, that Millaracing Distribution becomes legally obligated to pay because of any claim made against Millaracing Distribution associated with your products.

By consigning your goods with Millaracing Distribution, you assume full responsibility for all product liability damages, personal injuries and claims of all types related directly or indirectly to the sale of your goods by Millaracing Distribution.

### **PROCEEDS AND TERMS OF SALES**

The Consignee shall be entitled to retain a percentage of all proceeds (sale price minus banking/selling fees) from the sale of each item consigned.

Percentages retained by consignee are based on a sliding scale below (proceeds of sale):

**<\$1000, 40% (Consignor 60%)**

**\$1001-\$2000, 35% (Consignor 65%)**

**>\$2000, 30% (Consignor 70%)**

The Consignee shall submit a payment for the full amount of the sale price, less the aforementioned agreed upon % and banking/selling fees, to the Consignor within thirty (30) business days of receipt of the sale. The Consignor shall be paid their portion of the proceeds, % of the sale price, not to include any applicable sale tax charged, at the end of each month, on or before the 30<sup>th</sup> of the month, for sale of their item(s) during that particular month.

Both the Consignee and the Consignor agree that payments shall be made in the form of a company check mailed directly from the Consignee's lending institution/bank to the Consignor's address.

The Consignee agrees to maintain the agreed upon selling price for each item consigned and will accept nothing less unless otherwise agreed upon in writing and signed by both parties.

The Consignee shall maintain insurance for the premises and all contents thereof against any damage or theft that may occur to any item(s) left with the Consignee to sell.

The Consignee shall retain possession and control of the consigned merchandise for a minimum period of 90 days, beginning on the aforementioned agreement date.

Prior to or upon delivery of the merchandise, the Consignor shall provide a complete and accurate inventory list of the merchandise items that have been consigned to be sold. This list must include a description of each item, the quantity of each item, the agreed upon price of each item, and it must be signed by both the Consignor and Consignee upon acceptance.

The Consignee shall only accept clean, quality merchandise in good condition.

All consigned merchandise shall remain at the aforementioned Consignee address and shall not be moved to another location without prior written notice to the Consignor.

### **UNSOLD ITEMS**

Any merchandise that is not sold at the end of the consignment period shall be evaluated by both the Consignee and the Consignor. In the event that the Consignor decides to remove their merchandise, after the consignment period, the Consignor shall assume all responsibility for retrieving and removing the unsold merchandise or arrange for the pick-up and/or shipping. All costs associated with said removal of merchandise will be the Consignor's responsibility.

Please note: if you would like to pick up your items before the 90 day period we will charge a 6% stocking fee per item (of the item(s) asking price).

### **ITEM PRICING**

Prices are based on the current retail price, condition of the item, external third-party data and historical data we have collected from selling similar items.

The Consignor can decide if they want to take our recommendation or set a different sale price.

All that being said, we are constantly refining and improving our algorithm to make sure sellers obtain a fair asking price.

### **ITEM PRICE DROPS**

If an item does not sell we will reduce the price by 5% every 14 days. This minimal price reduction promotes your item to additional potential buyers that have signed up to receive price reduction notifications and ensures your item is competitively priced.

### **SERVICE FEES**

No upfront payment is needed when you schedule a service under certain circumstances listed below:

- Free for drop-offs
- Free for pick-up within 25-mile radius of our location
- Pick-ups over 25-mile radius will be evaluated on an individual basis.

### **WHAT ITEMS CAN I SELL?**

Millaracing Distribution is a marketplace for automotive parts and vehicles. We accept most parts that are in good working order, non-modified, or new.

### **CAN I SELL WITH YOU IF I LIVE OUTSIDE OF YOUR SERVICE AREA?**

If you have an automotive part or vehicles that you'd like to sell with us, we have you covered. You can ship us your parts and we will handle the rest.

### **MERCHANDISE RECORDS**

It shall be the responsibility of the Consignee to maintain all records of consignments and ensure accurate record keeping of each item, including the quantity and identification of all items sold. The Consignor shall have the right to inspect all records related to their account.

### **MERCHANDISE OWNERSHIP**

The Consignor shall retain ownership of any and all consigned merchandise until such time as the merchandise is sold.

### **BREACH OF AGREEMENT**

In the event that the Consignee fails to perform and/or adhere to the terms and obligations contained herein this Agreement, the Consignor shall be afforded the opportunity to cancel this Agreement by providing 14 days advance written notice to the Consignee.

However, the Consignor shall in turn afford the Consignee the opportunity to take corrective action prior to the deadline stated in the aforementioned advance written notice to avert cancellation of this Agreement.

### **TERMINATION OF CONSIGNMENT AGREEMENT**

The Consignee may terminate this Agreement at any time and for any reason by providing 14 days advance written notice and by returning to the Consignor all of the unsold merchandise that is the subject of this Agreement. The Consignor may terminate this Agreement at any time and for any reason by providing 14 days advance written notice, but said termination shall not affect the agreement regarding items of merchandise already sold. The expense of delivery to the Consignor of any unsold merchandise shall be the responsibility of the party terminating this Agreement.

Please note: if you would like to pick up your items before the 90 day term period we will charge a 6% stocking fee per item (of the item(s) asking price).

### **BUSINESS OPERATION**

The Consignee shall maintain the exclusive right to determine the business operation and management of its premises. The Consignor shall have no liability or responsibility for the operation and management of the Consignee's business, employees, staff, officers or agents

or any torts or other causes of action that may result from the daily operation of business, and the Consignee agrees to defend, indemnify and hold harmless the Consignor for same.

**LIABILITY FOR LOSS, DAMAGE OR THEFT OF CONSIGNED MERCHANDISE**

In the event that the consigned merchandise is lost, stolen, destroyed, damaged or unaccounted for due to any cause, known or unknown, while consigned to the Consignee:

The merchandise, or each item consigned, that is lost or unaccounted for shall be considered as having been sold, and the Consignee shall pay unto the Consignor the amount agreed herein as if the lost merchandise had been sold and the Consignor shall be paid the previously agreed upon percentage, and that amount shall be paid no later than thirty (30) days following the loss of the merchandise.

**ARBITRATION/MEDIATION DISPUTE RESOLUTION**

The Consignee and the Consignor both agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from for through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then proceed to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction. This Agreement shall be interpreted and governed by and in accordance with the Federal Arbitration Act 9 U.S.C. §1-16 and/or Pennsylvania law.

**SEVERABILITY CLAUSE**

In the event that any provision of this Consignment Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Agreement shall be

determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

### **ENTIRETY**

The herein contained Consignment Agreement constitutes the entire understanding of both the Consignee and the Consignor pertaining to all matters contemplated hereunder at this time. The parties signing this Consignment Agreement desire or intend that any contract or other agreement entered into between the parties subsequent hereto shall supersede and preempt any conflicting provision of this Consignment Agreement whether written or oral.

### **WARRANTIES**

Neither the Consignee nor the Consignor shall make any guarantee or warranties in relation to any sale, use or transfer of the merchandise by the other party or any third party acting on behalf of the Consignee or the Consignor.

### **ASSIGNMENT**

This Agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.

### **GOVERNING LAWS**

This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

### **WAIVER**

The Consignee and the Consignor agree that instances or patterns of waiver, forbearance, course of dealing or trade usage shall not affect the right of either party to demand performance of any term or condition contained within this Agreement.



**ITEM(S) TO BE CONSIGNED (DESCRIPTION/QUANTITY/SALE PRICE)**

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**AGREED AND EXECUTED**, on \_\_\_\_\_.

**CONSIGNEE:**

**CONSIGNOR:**

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(Signature)

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(Signature)

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(Date Signed)

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(Date Signed)