



DONWAY CARAVANS CONSIGNMENT AGREEMENT

This consignment agreement (the "Agreement") is made on **DATE** between Donway Caravans of 7851 Goulburn Valley Hwy, Kialla, VIC, 3631 (the "Consignor") and Individual of Address, Town, State, Postcode (the "Consignee") who agree to be bound by this Agreement.

RIGHT TO SELL

The Consignee hereby grants to the Consignor the exclusive right to display and sell the items (the "Consigned Items") as outlined in "Schedule 1" according to the terms and conditions of this Agreement.

The Consignor hereby represents and warrants that the Consignee holds full title to the Consigned Items or has received, in writing, the authorisation to sell the Consigned Items by any necessary parties.

MINIMUM PRICE

The minimum price at which the Consignor may sell the Consigned Items shall be amount (the "Minimum Price"). The Consignor will make every attempt to obtain the best possible price for the consigned items. In the event the Consignor sells the Consigned Items for less than the Minimum Price, the Consignee shall be entitled to the same payment the Consignee would receive as its share of the sale price under this Agreement had the Consigned Items been sold for the Minimum Price.

CONSIGNMENT FEE

The Consignor shall be entitled to \$750 for every 2 months the Consigned Items are held (paid in advance) and the following percentage of the sale price based on overall sale price:

7.5% for vans sold from \$10,000 - \$25,000

5% for vans sold from \$25,000 - \$60,000

3.5% for vans sold from \$60,000 +

The above is for the full purchase price of the Consigned Items (the "Consignment Fee").

The Consignor shall deliver to the Consignee the sale price of the Consigned Items, less the Consignment Fee, within number days from the sale of the Consigned Items.

TIMEFRAME

In the event that all the Consigned Items are not sold by **DATE** all unsold Consigned Items shall be returned to the Consignee with all delivery costs borne by the Consignor.

COVID CLAUSE

In the event of a lockdown in the state for consignment (Victoria), any period of COVID-19 Lockdown in which people are unable to visit our yard does not count within the 2 months consignment period. The length of the lockdown will be added to the end of the original 2 month consignment period to ensure the consignee receives the full 2 months of consignment. This clause is limited to a total 30 days of lockdown if the item/s are advertised on 1 or more web based platforms.



Donway Caravans

7851 Goulburn Valley Highway Kialla 3631
ph: 03 9052 4652 email: info@donwaycaravans.com.au
web: www.donwaycaravans.com.au ABN: 45 207 763 709

INSURANCE

The Consignor represents and warrants that they shall maintain insurance coverage sufficient to compensate the Consignee for the fair market value of the Consigned Items in the event of damage due to fire, theft, or otherwise.

LOCATION OF ITEMS

The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at 7851 Goulburn Valley Hwy, Kialla, VIC, 3631 unless otherwise agreed upon by the Consignor in writing.

NO MODIFICATION UNLESS IN WRITING

No modification of this Agreement shall be valid unless in writing and agreed upon by both parties.

Signature of Consignor

Date

Signature of Consignee

Date

“THE ONLY WAY IS THE DONWAY”



Donway Caravans

7851 Goulburn Valley Highway Kialla 3631
ph: 03 9052 4652 email: info@donwaycaravans.com.au
web: www.donwaycaravans.com.au ABN: 45 207 763 709

SCHEDULE 1

Description of consigned items



“THE ONLY WAY IS THE DONWAY”