**SALE OR RETURN AGREEMENT**

**THIS** **CONSIGNMENT** **AGREEMENT** **is** **entered** **into** **between**:

**Consignor:**

**Address**:

**Email**:

**Phone**:

**Consignee:** Kibanga Books Enterprises.

**Address**: Corner House 5th FL B1*, Nairobi, KE*

**Email**[: ***kibangabooks@gmail.com***](mailto:kibangabooks@gmail.com)

**Phone**: *+254 704 893 746*

1. **RECITALS:**

a. The Consignor owns right and title to the book(s) **listed** **in** **appendix** **1** **(**the **“Consigned** **Items”**), and the ConsignordesirestotakepossessionoftheConsignedItemswiththeintentionof selling it to thirdparties.

b. Consignee and Consignor have agreed to enter into this Agreement (hereinafter referred to as **“Agreement”**).

c. Consignee and Consignor agree to adhere to the terms and conditions of this Agreement while engaging and at all times when dealing with ConsignedItems.

d. The Parties have mutually agreed to enter into this Agreement and to be bound strictly by the terms and conditions set out herein.

**NOW,** the Consignor and the Consignee (individually, each a “Party” and collectively, the “Parties”) agree as follows:

2. **AGREEMENT TO SELL**

a. InaccordancewiththisAgreement,theConsignorgrantsanon-exclusive righttodisplayand sell the mutually agreed upon Consignment Items, pursuant to the terms of this Agreement.

b. TheConsignorgrantstheConsignee rightstosellthe item acrossall itsdistributionchannels.

c. Upon expiry of 180 days, the Consignee will return the non-moving items stock to the Consignor, unless otherwise agreed.

d. The Consignor agrees to aggressively market the ConsignmentItems.

3. **PROCEEDS AND TERMS OFSALES**

3.1 The Consignor will provide \_\_ (\_\_\_\_) copies of the listed titles **listed** **in** **appendix** **1** **(**the **“Consigned** **Items”**), at a discounted trade price of Kes \_\_\_\_\_ for each copy and agrees that the Consignor owes no compensation to the Consignee for any unsold titles.

3.2 This Payment price may be subject to change, but may only be changed through a written, signed addendum to this Agreement.

3.3 For all copies sold, Consignee will pay to the Consignor 70 percent (70%) of the sale price of each book sold and retain the remaining 30 percent (30%) This is in respect to Retail price (RRP)

3.4 The Consignee shall provide the Consignor with a monthly Sales Report which period shall be equivalent to thirty (30) businessdays.

3.5 On receipt of the Sales Report the Consignor shall invoice the Consignee for all of the Consigned Goods set out in that Sales Report.

3.6 TheConsignee shall payallinvoices infull withinThirty(30)daysofthedate of eachinvoice.

3.7 The Consignee shall only accept clean, quality merchandise and only in goodcondition.

3.8 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, the Consignor shall assume all responsibility for retrieving and removing the unsold merchandise or arrange for the pick-up and all costs associated with said removal of merchandise.

4. **MERCHANDISE RECORDS**

It shall be the responsibility of the Consignee to maintain all records of consignments and ensure accurate record keeping of each item, quantity and what was sold.

5. **MERCHANDISEOWNERSHIP**

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

6. **TERMINATION OF CONSIGNMENT AGREEMENT**

a. Either parties may terminate this Agreement at any time or for any reasons by providing thirty (30) days advance written notice and by returning to the Consignor all the unsold merchandise that is the subject of thisAgreement.

7. **LIABILITY FOR LOSS, DAMAGE OR THEFT OF CONSIGNEDMERCHANDISE**

a. In the event that the Consignment Items are lost, stolen, destroyed, damaged or unaccounted for duetoanycause,knownorunknown,whileconsignedtotheConsignee, The ConsignedItems lostor unaccountedfor shall be considered as having been sold, and the Consignee shall pay unto the Consignor the amount agreed herein as if the lost Consigned Items had been sold and the Consignor shall be paid the previously agreed upon percentage, and that amount shall be paid no later sixty (60) days following the loss of themerchandise.

8. **ARBITRATION/MEDIATION DISPUTERESOLUTION**

a. 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 to resolve any and all issues between the parties.

9. **SEVERABILITY CLAUSE**

In the event that any provision of this Consignment Agreement shall be deemed to be severable orinvalid, 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 solimited.

10. **ENTIRETY**

This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreement, whether oral or written, relating to the subject matter of this Agreement.

11. **WARRANTIES**

Neitherthe Consignee nor the Consignor shall make any guarantee orwarranties in relation to any sale, use ortransferof the merchandiseby the other party or anythird party acting on behalf ofthe Consignee or the Consignor.

12. **GOVERNING LAWS**

This Agreement and the relationship of the Parties in connection with the subject matter of this Agreement shallbegovernedanddeterminedinaccordancewiththelawsoftheRepublicofKenya and the Parties agree to the exclusive jurisdiction of Kenyancourts.

**CONSIGNEE:** **CONSIGNOR:**

Brian Titus /

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name) (Name)

(Signature)

K-Books/ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4th OCT 2022

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(Date Signed) (Date Signed)

**APPENDIX** **1:** **CONSIGNED** **ITEMS**

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| --- | --- | --- | --- | --- | --- | --- |
| **No.** **of** **Copies** | **TITLE** | **AUTHOR** | **PUBLISHER** | **ISBN** **NUMBER** | **Trade** **Price** | **RRP** |
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**PAYMENT** **DETAILS:**

Account:

Account Number:

Branch:

M-Pesa Number:

