

The Clothing Exchange

Supplier Agreement

To:

Supplier Number :

Date:



Confirmation of Instructions for the sale of Clothing

We confirm our acceptance of your instructions on the following terms:

1. We will act as your agents from time to time to market, promote and sell your goods at such price as shall be agreed by us in writing (the Asking Price).
2. The appointment is for a **minimum of twelve months and a maximum of 24 months (2 years)** from the date that the seller receives the itemised list of items accepted for sale. After 12 months, the agreement can be terminated by either party, giving not less than one month's written notice.
3. You agree to make contact with us three months after you have received your itemised contract, preferably by email, and at least once more within the initial 12 month period.
4. The goods will be delivered to us at your own cost and risk.
5. Each item is to be sold as a separate lot and we are entitled, without your consent, to alter or add to the sale particulars at any time before sale.
6. Our commission will be 70% of the gross sales value (which means the price actually charged to the buyer, including VAT or other sales tax included in the price), and will be payable by you on all sales during the term of the agreement. You will therefore receive 30% of the final sales price.
7. We reserve the right to pay Agents a commission for the sale of these items, this commission is payable by The Clothing Exchange and you, as supplier, are **not** responsible for this cost.
8. We are not responsible for any default by the buyer.
9. If you withdraw an item from sale during the first 6 months of the agreement, we reserve the right to charge you half the commission calculated in accordance with clause 5 above based on the Asking Price.
10. If you are not VAT registered, we are authorised by you to deduct our commission from any sum received by us from the buyer(s) of the goods. We shall send you a statement of account and make a payment to you for the balance of the sale price, provided that the total sales value of all items sold **exceeds £50.00** or when all items which are the subject of this agreement have been sold, whichever shall first occur, or unless otherwise agreed.
11. If you are VAT registered, we shall send you, within 14 days after the end of each month, a statement of account showing all items sold on your behalf during that month and any customs and excise duties payable. You will then issue an invoice to us for that month's sales (in a form suitable for VAT purposes) for payment within fourteen days and, within a further period of fourteen days, we shall then remit to you a payment for the balance due after deduction of our commission under clause 5 above
12. If any of the items are unsold we may, at our absolute discretion and without consultation with you, reduce the Asking Price by up to 10% after 2 months; reduce the Asking Price by up to 30% after a further 2 months; and after a further 2 months we may sell any item still unsold for the highest price obtainable. All other price reductions will be subject to your agreement.

13. You may request the return, in writing, of any items unsold after 6 months, and within 1 years. Items may be personally collected by arrangement or they may be returned to you by post, but at your own expense, and without exception. Payment for the postage can be sent separately or deducted from any commission payment that might be owed to you. The Clothing Exchange will not be liable for any postage costs.
14. If the goods are left unsold after 1 year and you have not arranged collection or delivery, as in Clause 10, and/or you have not made contact with us as per clause 2, the remaining items become the property of The Clothing Exchange. In such case we are authorised by you, and without further consultation with you to dispose of, sell them or to donate them to charity.
15. All goods left with us are at your risk and are not insured by us against fire, burglary and water and accidental damage.
16. You warrant that (i) you are entitled to have possession of and to sell the goods and are entitled to instruct us to sell them (ii) you are not aware of any rights of a third party that would render the sale of the goods unlawful; (iii) all the information supplied to us by you is accurate; and (iv) the goods are of satisfactory quality and comply with all legal and other specifications for their manufacture.
17. We have a right, at our discretion, without giving any reason, to refuse to sell goods to any buyer we deem to be undesirable and to withdraw any or all of the goods from sale.
18. We shall not be liable to you for any delay or failure to perform our obligations under this agreement if the delay or failure was due to circumstance beyond our control including, without limitation, strikes, industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
19. These terms will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.
20. All notices must be sent by pre-paid first class post or given by hand to the relevant address shown below.

Please sign and return the copy letter enclosed as confirmation of the instructions and your acceptance of the above terms. Until the letter has been signed and returned we shall be unable to promote and market the goods as your agent.

Yours sincerely,

Sara Marsh