

## CONSIGNMENT – TERMS & CONDITIONS

1. **RIGHT TO SELL.** Consignor hereby grants to the Consignee the exclusive right to sell the consigned machine according to the terms and conditions of this Agreement. It is also further agreed that all sales made by the Consignee shall be in his name and transfer of machine to other distributor(s) shall be subject to approval and sole discretion of the Consignor.
2. **LIMITATION.** Consignee is not granted any right or authority to assume or to create any obligation or responsibility, expressed or implied in behalf of or in the name of the Consignor or to bind Enagic Philippines, Inc. in any manner.
3. **TITLE.** Title and ownership of the “Consigned Machine” shall remain with Enagic Philippines, Inc. until the payment is received at which point title and ownership shall be transfer to the Buyer.
4. **PAYMENT.** Consignee **should submit all purchase orders and pay full amount to** Enagic Philippines, Inc. within thirty (30) days from the sale contract date or if after **30 days from consignment and settle the corresponding amount due through the following methods;**
  - i. Pay the full amount,
  - ii. Return the machine in its original brand-new state and sealed condition. If the seal is tampered, it is considered as sold.
  - iii. For damaged box, the Consignor will charge Php690.00 for replacement of new box.
5. **DEFAULT PAYMENT.** If the Consignee defaults in any payment or settlement on the due date, Enagic Philippines, Inc. reserves the right to terminate the commission payment to the Distributor;
  - i. After thirty (30) days - 50% deduction from all commissions of the Distributor.
  - ii. Failure to liquidate after sixty (60) days shall authorize Enagic Philippines, Inc. to deduct 100% from the Consignee/Distributor’s upcoming commissions for the entire payment of consigned machine.
  - iii. The Consignee acknowledges that per prevailing BIR regulations: consigned items are deemed sold after sixty (60) days; in which, the application of the sales shall be registered under the name of the Consignee/Distributor. The Buyer Name and Sponsor can be changed if all the requirements are submitted and complied with, subject to the existing policy of Enagic Philippines, Inc.
6. **EXPENSES.** The Consignee/Distributor shall be responsible *for* all related shipping fees & import tariffs or taxes (if any) which shall be non-refundable under any circumstance.
7. **RISK AND INSURANCE.** The Consignee/Distributor shall be responsible for any loss or damage caused to the Consigned Machine(s). The Consignee/Distributor shall insure the Consigned Machine against loss or damage due to fire, flood, and theft and other risks or catastrophes.
8. **RIGHTS OF THE CONSIGNOR:**
  - i. Enagic Philippines, Inc. reserves the right to recall any machine considering the marketing condition. ii. Enagic Philippines, Inc. reserves the right to interpretation and decision of any terms herein at any time.
  - iii. No additional consigned machines will be released until the previous consigned machines have been liquidated. The Consignee/Distributor is entitled only for a consignment of up to three (3) machines at a time only.

- iv. Enagic Philippines, Inc. considers family members as part of the Consignee/Distributor and therefore the Consignor shall only release three (3) machines per family.
- v. Strictly no machine swapping with other distributors shall be allowed while under this Consignment Agreement. Liquidation must be made with the Consignor first.
- vi. If there is a shortage of inventory on hand; Enagic Philippines shall not release any machine for consignment.

**ALL STATEMENTS ARE FOR STRICT COMPLIANCE**