

Consignment Agreement
 独占締約代理店ベースの委託販売契約

Consignor: Address:	Consignee: Address:
--------------------------------------	--------------------------------------

In consideration of their mutual covenants, the parties hereto agree as follows:

1 Exclusive Appointment: Consignee shall have the **exclusive** right to sell and distribute Consignor's products ("Products") in the price list ("Price List") set forth in Exhibit 1 attached hereto and made a part hereof, throughout **Kingdom of Thailand** ("Territory"), during the term of this Agreement.

2 Delivery of Products: Consignor shall deliver to Consignee, within **15** days after receipt by Consignor of written Orders from Consignee, such quantities of Products as Consignee shall require for sale. The Products shall be delivered to and shall be held for sale at Consignee's place of business at the Consignee's Address.

Consignee shall be responsible for any loss of or damage to Products while it is under Consignee's control.

3 Transportation and Shipping Charges

Consignor shall pay all charges for CIF Consignee's Port for Products.

Consignee shall pay all the expenses including import clearance expenses, CHC/THC, storage, etc., which occur within the Consignee's country in connection with transportation and storage of Products..

4 Sale of Products: Consignee shall use its best efforts in the sale and distribution of Products throughout Territory. All sales prices shall be fixed as per Price List by Consignor.

Consignee shall not sell Products at less than the prices in Price List.

All sales made by Consignee shall be for cash. Credit sales may be made by Consignee on written authority only, and on such terms as Consignor may approve prior to such sale.

5 Accounting and Payment: No later than the **25th day** of each month, Consignee shall furnish Consignor with a monthly statement itemizing all sales transactions during the preceding month involving Products and providing an inventory of such Products as of the close of such month.

With the monthly statement, Consignee shall remit to Consignor all money received by him from the sale of Products.

As soon as practicable after the **end** of each month, Consignor shall render a written statement to Consignee showing sales during the preceding month, and shall remit to Consignee net commissions for such sales in accordance with the commission schedule (“Commission Schedule”) set forth in Exhibit 2 attached hereto and made a part hereof.

Consignee shall reimburse Consignor for all shortages of stock at the retail price therefor less Consignee’s commission.

As soon as practicable after～後可及的速やかに

6 Title to Products: Title to the Products consigned to Consignee by Consignor shall remain in Consignor until such Products are sold by Consignee in the regular course of business, except that Consignee shall be responsible for all shortages of stock, and shall bear the risk of loss to the extent provided herein.

7 Return of Products: Consignee may at any time return to Consignor any of Products in Consignee’s possession that has not been sold.

Consignee shall pay the expense of delivery of such returned Products.

8 Operation of Business: Consignor shall have no responsibility or liability whatsoever in connection with the management and operation of Consignee’s business.

Consignee shall have entire charge of such management and operation, shall furnish all equipment and vehicles, and shall hire and pay the wages of all assistants and employees required for the operation of his business.

Consignor reserves no supervision or control over Consignee in the facilities, employees, and methods to be used and employed by Consignee.

Consignor shall **in no event** be responsible for negligence of Consignee or his employees.

Consignor may inspect at any time Products in Consignee’s possession.

in no event いかなる場合も～しない

9 Use of Consignor’s Name: Consignee is authorized, during the term of this Agreement, to use the description of “Consignor’s Distributor/Representative” in advertising matter and on stationery.

Additionally, all Products shall be sold for Consignor’s account on Consignor’s invoices. However, neither such use nor any other conduct in performance of this Agreement shall be deemed to **constitute** Consignee an agent of Consignor for any purpose other than the sale of Products.

constitute [+目的語+補語] 〈人〉を 〈…に〉 任命[選定]する

10 Termination: This Agreement may be terminated by either party hereto on **60** day's written notice to the other. The proper accounting and payment between the parties hereto shall be made **30** days after the date set for termination and on such date Consignee shall deliver to Consignor all of Products in the possession of Consignee. The expense of delivery of such Products shall be paid by the party terminating this Agreement.

11 Assignment and Modification: This Agreement is not assignable and any attempted assignment shall be null and void and of no effect.

This Agreement may not be modified except by an instrument in writing signed by both of the parties hereto.

12 Waiver: The right of either party hereto to require strict performance by the other hereunder shall not be affected by any previous waiver, **forbearance**, or **course of dealing**.

forbearance 放棄 **course of dealing** 取引の過程

13 Prohibition of Competitive Transaction: During the life of this Agreement, Consignee shall not, either directly or indirectly, in its own name or in that of third parties, manufacture, sell or promote sales of any products competing with or similar to Products, or represent third parties who manufacture or sell such competitive or similar products.

13 競争禁止:本契約の有効期間中、代理店は、直接または間接を問わず、自己の名または第三者の名で、契約品と競合するもしくは類似するいかなる製品の製造、販売または販売促進、あるいは当該競合もしくは類似製品を製造または販売している第三者の代理をしないものとする。

14 Force Majeure: Neither Consignor nor Consignee shall acquire any right of termination, as otherwise herein provided, nor shall either be obligated to the other in any manner, solely upon the basis of any omission, delay or failure of performance of any provision of this Agreement owing to or occasioned by, directly or indirectly, any Act of God, government order or restriction, war, threat of war, hostility, sanction, revolt, riot, civil disorder, embargo, seizure, strike, labor dispute, fire, flood, tsunami, explosion, radiation contamination, or other cause or circumstance reasonably beyond the control of either of them; provided, however, that if such omission, delay or failure exceeds six (6) months, then either party hereto may terminate the agency herein granted by giving the other party hereto thirty (30) days prior written notice of such termination.

14 不可抗力: 本契約の規定の不作为、履行遅延又は不履行が、直接若しくは間接を問わず、天変地異、政府の命令若しくは規制、戦争、戦争の恐れ、敵対行為、制裁、謀反、騒乱、出入禁止、没収・ストライキ、労働争議、火災、洪水、津波、爆発、放射能汚染又

は当事者のいずれかの合理的に制御不可能な他の原因若しくは事情により、或いはそれらにより発生した場合にのみ、代理店と売主のいずれも、本契約に別途定めるようないかなる終了権も取得しないものとし、いずれの当事者も、相手方当事者に対して、いかなる方法においても責任を負わないものとする。但し、当該不作為、履行遅延又は不履行が 6 カ月を越える場合には、いずれの当事者も、相手方当事者に、30 日前の書面による当該終了通知を与えることにより、本契約において付与された代理権を終了することができる。

15 Arbitration: All disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Osaka, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The award rendered by the arbitrator(s) shall be final and binding upon both of the Parties.

15 仲裁

本契約から、関連してもしくは関して両当事者間に発生するすべての紛争、疑義または意見の相違は、日本国大阪にて、日本商事仲裁協会の商事仲裁規則に従って、仲裁により最終的に解決されるものとする。仲裁人によってなされた仲裁判断は、最終的なものであり、かつ両当事者を拘束するものとする。

16 Trade Terms & Governing Law: The trade terms under this Agreement shall be governed and interpreted under and by the provisions of the latest International Commercial Terms (Incoterms).

This Agreement shall be governed by and under the laws of Japan as to all matters including validity, construction and performance.

16 貿易条件および準拠法: 本契約における貿易条件は、最新の国際貿易条件（インコタームズ）によって支配され、解釈されるものとする。

本契約は、効力、解釈および履行を含むすべての事項について、日本法によって支配されるものとする。

17 Entire Agreement: This Agreement supersedes and cancels any and all previous agreements, understandings or negotiations, whether oral or written, between the parties hereto relating to the subject matter of this Agreement of the parties hereto in respect hereof.

This Agreement may only be amended by a written agreement executed by both the parties hereto.

17 完全なる合意: 本契約は、本契約に関する両当事者の本契約の主題に関連して、口頭または書面によるとを問わず、両当事者間のいかなるおよびすべての事前の合意、了解または協議に優先し、それらを解除する。

本契約は、本契約両当事者により作成された書面の合意によってのみ改訂され得るものとする。

Agreed by the parties hereto and executed:

Consignor: Signed on	Consignee: Signed on
---------------------------------------	---------------------------------------

Attachments: Exhibit 1 Price List and Exhibit 2 Commission Schedule

※**12**～**16** は英文契約 **Exclusive Lawful Sales Agency Agreement** (独占締約販売代理店契約書) より

Exhibit 1 Price List

Ladies Crop Top			
	EXW Price:	Fixed Sales Price	CIF Value
Type A:	US \$1.25/ Piece	US \$5.25/ Piece	Quoted on Shipping Quantity
Type B;	US \$1.45/ Piece	US \$6.45/ Piece	-Ditto-
Type C:	US \$1.65/ Piece	US \$7.65/ Piece	-Ditto-

Quality & Specifications

Age Group:	Adults	Product Type:	Blouses & Tops	Gender:	Women
Supply Type:	OEM Service	Material:	Spandex / Cotton	Fabric Type:	100% Cotton Jersey 180 GSM
Sleeve Style:	Sleeveless	Top Type:	Tank Top	Technics:	Plain Dyed
Feature:	Anti-Pilling, Anti-Shrink, Anti-Wrinkle, Breathable, Eco-Friendly, Quick Dry	Style:	Casual	Season:	Spring
Place of Origin:	Pakistan	Brand Name:	X Crop Top	Model	Type: A, B and C
Available Sizes:	M	Available Colors:	8 Colors		

Packaging & Delivery

Packaging Detail:	Each Shirt Pack in Poly Bag, then Pack 100 pieces in export box.
Delivery Detail:	Depend on Quantity

Shipping Port: Pakistan Minimum Order Quantity: 1000 Pieces Supply Ability: 1000 Pieces per Week
Payment Terms: T/T

crop top クロップトップ、チビTシャツ◆おなかが見えるような丈の短いシャツ
jersey ジャージ◆伸縮性のある服地

spandex 〈米〉《化》スパンデックス◆1959年に **DuPont** 社が開発した、伸縮性に極めて優れたポリウレタンの合成繊維で、水着などのスポーツウェアや下着などに使われる。

The GSM of fabric is one kind of specification of fabric which is very important for a textile engineer for understanding and production of fabric. 'GSM' means 'Gram per Square Meter' that is the weight of fabric in gram per one square meter. By this we can compare the fabrics in unit area which is heavier and which is lighter.

Exhibit 2 Commission Schedule

For Type A: 10% on CIF Value

For Type B: 10% on Fixed Sales Price

For Type C: a difference between Fixed Sales Price and CIF Value