



CONSIGNMENT AGREEMENT

This agreement between TryCom Components, Inc., a Florida corporation ("TryCom") and _____ ("Consignor") (the "Agreement") will outline a program of inventory representation, consignment and/or purchasing.

TryCom agrees to represent the Consignor in good faith and to abide by the terms outlined in this agreement. Consignor agrees to abide by all conditions of this agreement in good faith as outlined below:

1. TryCom will have the exclusive right to represent the agreed-upon inventory for sale for a period of not less than _____ months. This agreement will continue automatically afterward until one of the parties notifies the other in writing of their intent to terminate this agreement. The agreement will terminate 30 days after such notice.
2. Inventory will reside at TryCom's warehouse but remains the exclusive property of Consignor.
3. TryCom will clearly mark all inventory items that are to be consigned.
4. The percentage split for the consignment is _____ - _____. TryCom will return _____ percent of the sale price of every item to Consignor and; as compensation for identifying, counting, stocking, marketing, and tracking inventory and sales transactions, TryCom will retain _____ percent.
5. Payment to Consignor will occur net 45 terms after the close of the transactions for any month. This is to allow for possible returns from TryCom's customer. As an example, if TryCom sells a consigned item on February 15th, or any day in February, payment of the _____ percent will be due and payable on April 15th, which is 45 days after the close of February.
6. TryCom will provide detailed transaction history of all parts in consignment warehouse on a monthly basis, including a sign off on starting inventory, transaction history in and out of warehouse, and ending inventory. This report shall show all counts and sales prices so both parties can track the inventory and profit generated.
7. Consignor will notify TryCom of any change in represented inventory part(s). This includes, but is not limited to use of inventory part(s) by Consignor. Items removed from consignment this way and shipped back to Consignor or its assignee will be deemed to have a restock charge of \$50 per item. TryCom will ship parts back out to Consignee same day on Consignor's shipper number.
8. TryCom is responsible for warranty on items sold out of consignment under TryCom's terms and conditions that are standard for all product sold by TryCom. Consignor does not warrant the product consigned. If a product must be returned to TryCom through defect or other circumstance, the product will be issued a Return Material Authorization number and thus be decremented from Consignor's payout. Consignor and TryCom will at that point work on the disposition of the material, whether to return it to stock, ship back to Consignor for inspection, or dispose of item due to defect or quality issues.
9. TryCom agrees to indemnify and hold harmless Consignor and all persons claiming under this agreement against any and all claims, demands, costs, loss, damage, or liability arising out of: (1) Actual or alleged defects in material, workmanship, or design of materials furnished by Consignor hereunder; and (2) personal injury, including death, or loss or destruction of property arising from causes directly or indirectly by any act or omission of any agent,

employee, or subcontractor of TryCom in performance of its obligations hereunder.

10. In no event will Consignor be liable for any lost profits, special, consequential, incidental or direct damages arising out of this agreement, whether based on breach of contract, tort (including negligence) or otherwise and whether or not Consignor has been advised of the possibility of such damage.
11. Consignor acknowledges that all information concerning TryCom and its business practices, including the details of this Agreement, are proprietary in nature and will hold said information in confidence, not revealing it by any means, to any persons, even after the expiration of this agreement.
12. TryCom acknowledges that all information concerning Consignor and its business practices, including the details of this Agreement, are proprietary in nature and will hold said information in confidence, not revealing it by any means, to any persons, even after the expiration of this agreement.

Supplier Representative

TryCom Representative

Signature and Date

Signature and Date