

EQUIPMENT CONSIGNMENT CONTRACT

And now this ____ day of _____, 2014 comes Hovis Auto & Truck Supply Inc., hereinafter referred to as "Supplier", and, _____, hereinafter referred to as "Customer", desiring to enter into an EQUIPMENT CONSIGNMENT CONTRACT and agree as follows:

1. EXCLUSIVITY. Customer hereby agrees that Customer shall use only products purchased from Supplier for use in the equipment provided.
2. EQUIPMENT. In consideration for Customer purchasing only products from Supplier relating to the equipment, Supplier agrees to provide Customer with the equipment on consignment, as set forth as follows:
 3. TERM. The term of this agreement is month to month. The term shall automatically renew subject to termination as set forth below.
 4. OWNERSHIP OF CONSIGNED EQUIPMENT. The equipment shall remain the property of Supplier at all times.
 5. EQUIPMENT CARE AND RESPONSIBILITY. This equipment is to be installed and used only at the Customer's location as set forth above and shall not be moved from that location during the term of this Agreement without Supplier's prior written consent. The Customer shall be able to take advantage of any manufacture warranty provided on the equipment. **Supplier does not warrant the equipment in any manner either implied or expressed. The Customer's sole means of recourse for any liability relating to use of equipment is through the manufacturer.** Customer shall be responsible for paying any other costs not covered by manufacturer warranty associated with repairing, maintaining, replacing, upgrading, and/or using the equipment throughout the term of this Agreement.
 6. TERMINATION. Either party may terminate this contract with verbal or written notice to the other regardless of reason. In the event of termination by either party, Customer shall immediately either return the equipment in good working order or pay Supplier the then current replacement cost of new equipment.
 7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein. There are no other agreements, warranties, terms or conditions, expressed or implied, between the parties.
 8. RESTRICTIVE COVENANTS. This Agreement is neither assignable nor transferable, in whole or in part, except by writing signed by both parties. No waiver of any provision of this Agreement by either party shall be enforceable against that party unless it is in writing and signed by both parties. In the event the ownership of Customer changes at any time during this Agreement, Customer shall be required to pay the amount set forth in paragraph 6 of this Agreement, unless Supplier consents to the assignment of the Agreement to the new owner who must assume all responsibility for all the obligations and duties of Customer hereunder.
 9. VENUE. The laws of the state of Pennsylvania shall govern this Agreement.

Intending to be legally bound the parties hereby set their hands to seal.

Hovis Auto & Truck Supply Inc.

Customer business name

Authorized Agent/Employee

Authorized Agent/Employee

ATTACHMENT A – CONSIGNED EQUIPMENT
