

CONSIGNMENT OF EXCESS INVENTORY AGREEMENT



PLEASE SIGN, DATE & FAX TO: 352-684-4823.

1) THIS AGREEMENT made on this _____ day of _____, 20____, by and between Flextek Systems Corporation under the laws of the state of Florida, having its principal office in the state of Florida. (FLEXTEK) and _____ (supplier), a company registered or corporation incorporated under the laws of the state/country of _____ having its principal office at _____, as follows.

2) APPOINTMENT AND ACCEPTANCE- Supplier appoints Flextek Systems Corporation to hold the attached excess/obsolete inventory list for sale/disposition by Flextek Systems Corporation's Marketing Group. Flextek Systems Corporation agrees to market Supplier's excess/obsolete inventory on consignment basis. All such inventory accepted by Flextek Systems Corporation shall remain the property of Supplier until sold by Flextek Systems Corporation.

3) SERVICES – Flextek Systems Corporation will hold the consigned inventory at its warehouse(s). Flextek Systems Corporation will market, invoice, extend credit, and collect from customers all funds due for the listed inventory items on the attached listing. The proceeds of such sale shall be split with Supplier on a _____ / _____% basis.

4) COMPUTATION AND PAYMENT FOR ITEMS SOLD

1. Payments for goods sold are due and payable on or before the ____ of the month immediately following the month in which the goods are sold and paid for.

2. Flextek Systems Corporation will send Supplier a detailed statement showing the individual invoice activity for the previous period when the product is sold.

3. "Net Sales Value" shall mean the total price at which an order is invoiced to the customer, including any increase or decrease in the total amount of the order, but excluding shipping and insurance costs, sales, use and excise taxes, testing and upgrading specifications, and handling charges, and any tariffs, duties and export fees involved in international shipments.

4. There shall be a deduction from any sums due supplier, an amount equal to the amount previously paid should the product be defective and returned to Flextek Systems Corporation by the customer.

5) ACCEPTANCE OF ORDERS – All orders are subject to acceptance or rejection by an authorized officer of Flextek Systems Corporation and to approval by Flextek Systems Corporation's Credit Department. Flextek Systems Corporation shall be responsible for all credit risks and collections.

6) TERMS OF SALES – All sales shall be at prices and upon terms established by Flextek Systems Corporation and it reserves the right to set the price of its service based on the acquisition cost. Flextek Systems Corporation shall also have the right to, at its discretion, establish, change, alter or amend the terms and conditions of an individual sale.

7) RELATIONSHIP AND CONDUCT OF BUSINESS

1. All supplier's inventory shall be segregated and accounted for separately from other supplier's inventories. A full accounting of such inventories will be provided upon request. All inventory items will be covered by Flextek Systems Corporation's insurance policy for loss from theft and fire.

2. Flextek Systems Corporation shall maintain a regional sales office in the territory and devote such time as may be reasonably necessary to sell and promote Supplier's inventory.

3. Flextek Systems Corporation will:

- a. Conduct all of its business in its own name and in such manner as it may seem fit;
- b. Pay all expenses whatever of its office and activities.
- c. Be responsible for the acts and expense of its employees.

4. Nothing in this agreement shall be constructed to constitute the Supplier as the partner, employee or agent of Flextek Systems Corporation, nor shall either have any authority to bind the other in any respect. It being intended that each shall remain an independent contractor responsible for its own actions.

8) TERM OF AGREEMENT AND TERMINATION – This agreement shall be effective on the first day of _____, 20_____, and shall continue in force for a _____ period, and shall be automatically renewed for additional _____ periods thereafter unless it is terminated by written notice from either party to the other, not less than thirty (30) days prior to the end of the initial or subsequent term. This agreement may also be terminated:

1. By Flextek Systems Corporation immediately upon written notice to Supplier if there is a change of fifty percent (50%) or more in the ownership or control of the Supplier's business without Flextek Systems Corporation's written consent.

2. By either party in the event of the other party's unreasonable and repeated failure to perform the terms and conditions of the agreement.

3. By either party upon immediate written notice to the other party that it has filed or had filed against it a petition of bankruptcy (which is not dismissed within thirty (30) days after it is filed) and makes an assignment for the benefit of creditors.

4. By either party when by mutual written agreement.

9) RIGHT UPON TERMINATION – Upon termination, Supplier shall be entitled to:

1. The payment on all Supplier's inventory sales shipped prior to the date of termination.

2. The return of all consignment inventories remaining with Flextek Systems Corporation at the Supplier's expense.

3. Payments referred to in this provision **9** shall be paid on or before the _____ of the month after Flextek Systems Corporation receives payment for the sale(s).

10) GENERAL – This agreement contains the entire understanding, and shall supersede any oral or written agreements, and shall be binding upon and inure to the benefit of the parties' successors and assigns. It may not be modified in any way other than by Flextek Systems Corporation. Supplier shall not have the right to assign this agreement in whole or in part without Flextek Systems Corporation's written permission.

11) CONSTRUCTION OF AGREEMENT – This agreement shall be constructed according to the laws of the state of Florida.

12) NOTICES – All notices, demands or other communications by either party to the other shall be in writing and shall be effective upon personal delivery or if sent by post, seventy two (72) hours after being posted via common carrier. All such notices shall be addressed as follows until such time as another address is given by notice pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the day and year first above-written in multiple counterparts, each of which will be considered an original.

By: _____
Flextek Systems Corporation Title

Signature: _____

By: _____
Supplier Title

Signature: _____

*** Please read the contract carefully, fill out all the requested information, Sign, Print and fax back to Flextek Systems Corporation at 352-684-4823.**