

DROP SHIP ORDER FORM
INFORMAL EDUCATION PRODUCTS, LTD – Fall 2011-2012
Publishers of Museum Tour Catalog – www.museumtour.com

Issue Date _____

Publisher	Consignor
Informal Education Products, Ltd. 2517 SE Mailwell Dr. Milwaukie, OR 97222 Direct Line: 503-794-7100 Fax: 503-794-7111 E-Mail:	

IEP's Order for Consigned/Drop Shipped "Merchandise" for: Museum Tour Catalog is as follows:

Product	Consignor Product ID	\$ Paid to Consignor	% of Retail	Retail Price \$ each	Catalog Space	Shipping Cost/ Method
						Shipping cost and method to be agreed upon prior to catalog printing. Cost of oversize shipping will be added to the retail price.

Terms of Drop Ship:

- Shipping:** Unless otherwise agreed upon in writing Consignor will drop ship using a pre-assigned UPS number set up by Informal Education Products. Consignor must ship product within 48 hours of receiving a confirmed sale. IEP will receive and verify payment information prior to sending confirmation of sale. If Quantum View Shipping Manifests can not be directly forwarded to IEP then Consignor will fax shipping manifests daily to IEP showing customer information, customer order number, PO number, confirmation date of shipping, tracking information, freight cost, etc. If Consignor is unable to ship product within 48 hours of confirmed sale Consignor must immediately notify IEP by fax.
- Samples:** One sample at no cost of each item will be made available immediately upon signing the agreement. Samples are used for photographic purposes and training customer service representatives. If necessary for photographic purposes a second sample at no cost will be requested. Samples become the property of IEP and will not be returned.
- Publicity:** I agree to participate in IEP's Public Relation Campaigns. When requested by the media, IEP will notify Consignor that a sample is needed. Samples will be sent to IEP, within 24 hours of notification, shipping prepaid. I understand and agree (Please initial) Yes _____ No _____
- Terms and Termination:** The term of this agreement shall begin immediately upon signing and shall remain in force until July 31, 2012 during which time IEP shall continue to sell the Merchandise in accordance with this agreement.

CONSIGNOR HAS READ AND AGREES TO THE TERMS AND CONDITONS ON PAGE 2 AND 3 HEREOF.

Accepted and Agreed for Consignor	Accepted and Agreed for IEP
Authorized Signature: _____	By: _____
Title: _____	Authorized Signature: _____ Marilynne Eichinger-President
Date: _____	Date: _____

ADDITIONAL TERMS AND CONDITIONS OF DROP SHIP AGREEMENT

Definitions: The terms "IEP", refers to Informal Education Products, Ltd publisher of The Museum Tour Catalog, www.museumtour.com

1. **Report of Sales and Payment:** No later than forty- five (45) days following the initial drop of the catalog, and on the 15th of each month thereafter, IEP shall make a written report to Consignor listing prior month drop shipped merchandise sales, less returns and/or damaged defective merchandise, extended out with the amount equal to the agreed upon consignment rate listed on Page 1 of this document. Consignor must provide IEP with an invoice for each drop shipped sale by the 3rd of each month for the prior month's sales. This will be used in reporting monthly consigned sales figures. Payment will be made to Consignor within fifteen (15) days after the date of each report providing that the Space Reservation Contract is not in default and no monies are owed.
 - b) Consignor hereby agrees to indemnify and to defend IEP and to hold IEP and its affiliates, employees, officers, director, agents, predecessors, successors, and assigns harmless from and against any and all claims, suits, liabilities, losses, judgments and expenses (including reasonable attorney's fees) that IEP may suffer or become obligated to pay to the third parties arising out of (i) the infringement of any patent, trademark, copyright or other proprietary rights of third parties by Consignor in the manufacture, use or sale of the Merchandise, (ii) any false or misleading labeling or other deceptive advertising practices alleged by third parties to have been employed by Consignor in connection with the Merchandise, or (iii) the quality of the materials or workmanship utilized in the manufacture of the Merchandise being other than as represented by Consignor.
2. **Returned Merchandise:** Damaged and/or Defective Merchandise received by IEP or returned by a customer is the responsibility of the Consignor. All costs incurred for damaged or defective merchandise including shipping costs will be charged back to the Consignor. Shipping costs incurred for defective product shall include the cost of return shipping from IEP's customer to Consignor's warehouse or directly to IEP's warehouse and the cost of return shipping from IEP's warehouse to Consignor's warehouse when applicable. **All Returned Merchandise** received by the Consignor must be reported to IEP by fax within 48 hours of receipt. Consignor must provide IEP with a credit memo for each damaged or defective product return by the 3rd of each month for the prior month sales. This will be used in reporting monthly consigned sales figures. Consignor accepts responsibility and will promptly reimburse IEP for all customer refunds for returns.
3. **Stocking:** Consignor agrees to have sufficient inventory in stock at all times to fulfill forecasted orders. Consignor must notify IEP as soon as a problem arises that could create a potential for future backordered inventory.
4. **No Authority to Act for Consignor:** IEP shall sell the Merchandise in Consignor's name and at Consignor's designated price through IEP's catalog(s); and Consignor authorizes IEP to use Consignor's trademarks and service marks in connection with the sales of Merchandise. Nothing in this agreement shall authorize or empower IEP to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of Consignor, or to bind Consignor in any manner, or make any representation, warranty, or commitment on behalf of Consignor, this agreement being limited solely to the consignment of the Merchandise herein specified.
5. **Consignor's Warranties; Indemnification:**
 - a) Consignor represents and warrants that IEP's customers who purchase in the ordinary course of business will receive title to the Merchandise purchased by them free and clear of all liens, claims and encumbrances arising from or through Consignor.
6. **Effect of Agreement:** The terms specified in this agreement supercede and control all other oral and written communications between the parties regarding the Merchandise consigned. IEP will not be bound by any conditions appearing on any other Consignor form which in any way amends the terms and conditions of this agreement. Any provisions of this agreement which are typewritten or handwritten by IEP shall supercede any contrary or inconsistent provision printed as part of this agreement form.
7. **Limitation of Liability:** IEP shall not be liable under any circumstances for any consequential, incidental, special, or exemplary damages arising out of or in any way connected with this agreement, including but not limited to lost income, profits, loss of use, any claim bases on indemnity or contribution, or failure of any limited or exclusive remedy to achieve its essential purpose or otherwise. Consignor's exclusive remedy against IEP shall be a return of or payment for the Merchandise. An action for any alleged breach of this agreement must be commenced within one (1) year from August 1, 2012.
8. **Force Majeure:** The parties shall not be in default and liable for breach of this agreement in the event their business is interrupted because of strikes, labor disturbances, lockout, riot, fire, act of God, or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond and reasonable efforts of them to control and which may prevent or delay them from performing their obligations hereunder.
9. **Benefit:** This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns as long as any assignment is made with the prior written consent of all parties.

Additional terms and conditions of drop ship agreement continued

- 10. **Notices:** Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, or recognized overnight delivery service.

- 11. **Miscellaneous:** A waiver of and/or failure to perform any one or more of the conditions of this agreement shall not constitute a waiver of or an excuse for non-performance as to any other part of this agreement. The rights and remedies herein expressly provided shall be in addition to any other rights and remedies given by the law. This agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. If litigation arises hereunder, jurisdiction and venue of such litigation shall be in the State or Federal courts located within Clackamas County, Oregon. In addition to any other remedies available to IEP, Consignor's failure to comply with the terms and conditions of the agreement will result in additional handling charges and expenses being charged to Consignor. In any dispute hereunder, whether or not litigation is commenced, the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees. This agreement shall not be amended except in writing signed by both parties.

Terms accepted by Consignor:

Authorized Signature: _____

Title: _____

Date: _____