

Partner Consignment and Marketplace Agreement Outline

KORENA LEGAL TEMPLATE LIBRARY

HOW TO USE For KORENA's operations team and the partner yard to fill in together (internal use). It is a plain-language outline that a lawyer finalises into a contract, not a contract itself. Fill in the white boxes. Grey italic text is just an example of the format.

Starter outline, not legal advice. Have counsel finalise it before partner negotiation or signing.

1. Parties

Field	Details
KORENA	"Martial Labs" Ltd. trading as KORENA, EIK 207453941, VAT BG207453941, 8A Yordan Badev Str., 1700 Sofia, Bulgaria
Partner legal name	[e.g. Gorski Dab OOD]
Partner reg / VAT	[e.g. EIK 123456789]
Partner yard address	[e.g. 12 Industrialna Str., 4000 Plovdiv]
Agreement date	[e.g. 14 March 2026]

2. The consignment model (plain terms)

KORENA is the seller of record to buyers. The partner is an independent supplier and inventory host: it stores the wood, lists agreed slabs through KORENA, and ships when KORENA sells. The partner is not KORENA's agent, employee, or representative.

This covers only the specific slabs both sides accept into KORENA's listing schedule. It is not exclusivity over the whole yard.

3. Ownership and when title passes

- The partner owns each slab until it is sold and paid for.
- On a completed sale, title passes directly to the buyer on full buyer payment. KORENA never takes ownership; it sells as seller of record and accounts to the partner.
- The partner confirms each listed slab is physically present, theirs to sell, free of liens, and not reserved elsewhere.

4. Commission and settlement

Field	Details
Partner reserve (net)	[e.g. EUR 900]
KORENA commission	[e.g. 18%]
Processing / crating split	[e.g. processing billed to buyer, partner keeps cost]

Field	Details
VAT treatment	<i>[e.g. reverse charge, EU B2B]</i>
Payout currency	<i>[e.g. EUR]</i>
Settlement timing	<i>[e.g. net-7 after payment and confirmed dispatch]</i>

KORENA may withhold or delay settlement for chargebacks, legal-origin gaps, partner-caused damage, double sale, or unresolved buyer claims.

5. Responsibilities

- Partner: keep stock accurate, prevent double sale, do not move or process a held slab without KORENA's approval, pack to standard, attach labels and documents, hand to carrier, and report damage or condition changes with photos.
- KORENA: list and market, handle buyer contract, payment, returns, warranty, and consumer-rights handling.

6. EUDR and legal-origin documents

The partner confirms each slab was lawfully harvested, transported, and offered for sale, and provides the supporting documents: country and region of production, species (common and scientific name), harvest period, transport ticket or waybill, supplier chain, and any DDS reference or CITES/FSC/PEFC evidence where applicable.

KORENA may quarantine, delist, or reject any slab with unresolved legal-origin, EUDR, species, or document risk. This is documents provided and due diligence information, not a guarantee of compliance.

7. Data and listing rights

KORENA owns the photos, capture outputs, listing text, QR identifiers, and Wood Passport presentation it creates. The partner grants KORENA a licence to use partner-provided data and documents for listing, sale, compliance, and buyer support.

8. Liability

The partner indemnifies KORENA for losses from false legal-origin data, title defects, undisclosed active infestation or decay, double sale, wrong-item dispatch, poor packaging, or unauthorised processing. Partner maintains appropriate insurance where available.

9. Term and exit

Field	Details
Pilot term	<i>[e.g. 60 days]</i>
Ongoing term	<i>[e.g. 12 months, rolling]</i>
Partner exit notice	<i>[e.g. 60 days, active orders survive]</i>
KORENA delisting	Immediate for legal, document, quality, or availability risk
Survives exit	Settlement, data/IP, legal-origin cooperation, indemnity, confidentiality

10. Governing law

[e.g. Bulgarian law, Sofia courts, subject to counsel review]. Disputes escalate: operational contact, then executive contact, then written legal notice, then court or arbitration as agreed.

Last reviewed: 2026-06-27 - Next review: before operational use.