

SALES AGREEMENT

THIS SALES AGREEMENT (the "Agreement") dated _____, BETWEEN _____ (the "Seller") AND _____ (the "Buyer").

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Sales Agreement, the parties listed above agree to the following:

Sale of Goods

1. The Seller will sell, transfer, and deliver to the Buyer _____ units of _____ (the "Goods").
2. All Goods will comply with industry standards.
3. The Seller and the Buyer both acknowledge the sufficiency of this consideration. In addition to the agreed purchase price stated above, the Buyer is responsible for all present and future sales, use, excise, or similar tax applicable to the sale of the Goods. Alternatively, the Seller may give the Buyer a tax exemption certificate acceptable to relevant taxation authorities.

One Time Payment

4. Upon execution of this Agreement, Buyer shall pay the total purchase price to Seller in the amount of _____.

Delivery of Goods

5. The Goods will be declared received by the Buyer when they are delivered to the Buyer at _____.
6. The Buyer will choose the shipping method. However, the Seller will only need to reimburse the Buyer for the most affordable option out of truck freight or train freight. The Seller is responsible for costs associated with packaging and safe delivery.

Risk of Loss

7. The Buyer assumes the risk of loss from the time of delivery to the carrier. The Buyer will pay for insurance on the goods to protect the Buyer's and Seller's interests until the Seller receives payment in full.

Warranties

8. The Goods are sold "as is." The Seller expressly disclaims all warranties, both express and implied, including but not limited to implied warranties concerning merchantability and Goods being fit for purpose. The Seller does not assume, or authorize any other parties to assume on the Seller's behalf, any liability in conjunction with the Goods' sale. The Seller's disclaimer of warranties does not, in any way, impact any warranties provided by the Goods' manufacturer.

9. The Buyer has received the opportunity to inspect the Goods or to have someone else inspect the Goods on their behalf before making a purchase decision. The Buyer has accepted the Goods in their current condition. The Seller disclaims any warranty concerning the condition of the Goods.

Title

10. The Seller will retain the title of the Goods until they are delivered to and received by the Buyer. Alternatively, the Seller will deliver a Document of Title or registerable Bill of Sale of the Goods, bearing any necessary endorsement, to the Buyer.

Security Interest

11. The Seller retains a security interest in the Goods until the Buyer pays for them in full.

Inspection

12. The Buyer will inspect the Goods at the delivery time and location.

Claims

13. The Buyer must give notice of any claim within 10 days of delivery. Failure to do so constitutes an unqualified acceptance of the Goods and a waiver of all claims concerning the Goods.

Excuse for Delay or Failure To Perform

14. The Seller is not liable for any delay, non-delivery, or default in shipping resulting from labor disputes, transportation shortages, delays in receipt of materials, priorities, fires, accidents, and other causes beyond the control of the Seller or the Seller's suppliers. If the Seller cannot directly or indirectly deliver the Goods at the time specified or within one month of this Agreement, due to circumstances beyond the Seller's control, the Seller may terminate this Agreement. The Seller must notify the Buyer in writing of the Agreement's termination accompanied by a full refund of any monies the Buyer paid.

Remedies

15. The Buyer's exclusive remedy and the Seller's limit of liability for all losses or damages resulting from defective goods or from any other cause will be for the purchase price of the specific delivery with respect to which losses and damages are claimed, plus any transportation costs paid by the Buyer.

Cancellation

16. The Seller can cancel this Agreement if:

- a. The Buyer fails to pay for any shipment when payment is due;
- b. The Buyer is declared insolvent or bankrupt, or
- c. If the Seller deems the prospect of payment is impaired.

Notices

17. Any notices or documents to be exchanged between the Buyer and Seller pursuant to this Agreement may be delivered in person or by prepaid registered mail to the addresses specified below. Any written notice or delivery of documents will be made, given, and received on the day of delivery, if personally delivered, or on the third (3rd) consecutive business day after the date of mailing if sent via prepaid registered mail.

SELLER: _____.

BUYER: _____.

General Clauses

18. All the Seller's representations and warranties will stand after the Agreement's closure.

19. The Buyer cannot assign rights or delegate performance to any other party under the Agreement without the Seller's prior written consent. Any attempted assigning or delegation without written consent will be void.

20. This Agreement can only be modified in writing signed by both the Buyer and Seller.

21. This Agreement is governed by and construed in accordance with the laws of the State of New York. The Buyer and Seller agree to adhere to the jurisdiction of the courts of the State of New York.

22. Except where stated otherwise, all terms in the Agreement follow definitions set forth by the State of New York on the date of this Agreement's execution.

23. If any court, arbitration panel, or other official finder of fact declares any clause in this Agreement unconscionable, this clause will be deleted from the Agreement. The balance of the Agreement will remain in full force and effect.

24. This Agreement will inure to the benefit of and be binding upon the Buyer and the Seller and their respective successors and assigns.

25. This Agreement can be executed in counterparts. Signatures submitted by facsimile are binding and considered as original signatures.

26. Time is of the essence in this Agreement.

27. This Agreement details the entire agreement between the Buyer and the Seller. There are no further provisions, either written or verbal. The Buyer acknowledges it has not relied upon any representations of the Seller to form judgments about the Goods, but has relied on inspection of the Goods themselves.

IN WITNESS WHEREOF the undersigned parties have executed this Sales Agreement on this ____.