

# BPOINTS GIFT CARD Purchases

This agreement is by and between BPoints Ultimate Points System the Most Honourable System PET LED, and you, our most valued BPoints customer.

WHEREAS, the Seller (BPoints Ultimate Points System the Most Honourable System PET LED (formal name) aka Bpoints) desires to sell to you a comprehensive collection of gift cards, which is more particularly described in the attached inventory, Attachment AVNER #2101, which is incorporated herein by reference; and,

WHEREAS, the buyer deems it in its interest to acquire the Collection for custodial care and appropriate service to the public (including Massuse and Bpoints staff), and is agreeable to purchasing the Collection under the terms hereafter stated;

## **Agreement Modification (VERY IMPORTANT!!!)**

No modification of this Agreement shall be considered valid unless made in writing and agreed upon by both Parties.

## **NOW, THEREFORE, the parties hereby agree as follows:**

### **1. Purchase**

The Seller agrees to sell, and the Institution agrees to buy, the Collection for a total purchase price of (Gift Card Purchase Price (including taxes)). The Institution shall initiate payment of the Purchase Price immediately after receipt and satisfactory inspection of the Collection.

### **2. Shipping**

**a)** The buyer will arrange and pay for shipping the Collection to his location.

**b)** Risk of Loss. The Seller (BUYER, EDITTED!) bears responsibility for the Collection, including responsibility for the risk of loss of or damage to the Collection, until such time as the Collection arrives at the Institution. Additionally, the Seller is responsible for the purchase of private insurance in connection with shipment of the Collection, if desired by the Seller.

### 3. Pricing

The Collection's pricing will hereby be determined by the following:

#### **I. Price before taxes**

Price before taxes will be found on the BPoints shop page.

#### **II. Service charge (70% of original price)**

15% Service charge will be charged for your purchase

#### **III. GST (Great Superfluous Tax, 120% of original price )**

120% GST will also be charged for your purchase

#### **IIII. Income Tax (SGD 0.0025 \* Your current points)**

You will have to pay an extra SGD 0.0025 for every point you have.

#### **IIIII. Smart-Bobo-Profit-Marketing-Strategy Tax (15% of original price)**

15% Smart-Bobo-Profit-Marketing-Strategy Tax will be charged for your purchase

### 4. Miscellaneous.

#### **a) Nature of Relationship.**

Nothing in this agreement is intended or is to be deemed to create a partnership or joint venture between the Institution and the Seller.

#### **b) No waiver.**

No waiver or modification of any of the terms of this agreement will be valid unless in writing. No waiver by either party of a breach hereof or default hereunder will be deemed a waiver by such party of any subsequent breach or default.

#### **c) Severability.**

If any particular term, covenant, or provision of this agreement is determined to be invalid or unenforceable, the invalidity or unenforceability thereof will not affect the remaining provisions of this agreement, which will nevertheless remain in full force and effect.

#### **d) Force Majeure.**

Performance by either party under this agreement is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time the agreement is executed.

#### **e) Captions.**

Any captions or headings to the sections of this agreement are solely for the convenience of the parties hereto, are not part of this agreement, and are not to be used for the interpretation or determination of the validity hereof.

#### **f) Counterparts.**

This agreement may be executed in counterparts and either party hereto may execute any such counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument.

**g) Assignment.**

Neither party hereto may assign this agreement without the written consent of the other, such consent not to be unreasonably withheld.

**h) Entire Agreement.**

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all pre-existing agreements and understandings between them with respect thereto.

**i) Choice of Law and Venue.**

This agreement is to be governed for all purposes by, and construed in accordance with the law of Bobo Lawyers Will Judge and venue is to lie exclusively in the courts for a secret.