

# Product Sales Agreement

This Product Sales Agreement (the “Agreement”) is made and entered into as of **June 15, 2024**, by and between:

- **Seller:** TechNova Solutions Inc., a Delaware Corporation with its principal place of business at 123 Main Street, San Francisco, California, 94105 (hereinafter referred to as “Seller”); and
- **Buyer:** RetailPro Systems LLC, a New York Limited Liability Company with its principal place of business at 456 Park Avenue, New York, New York, 10022 (hereinafter referred to as “Buyer”).

## 1. Definitions

- **Products:** The electronic gadgets (smartphones, tablets, laptops) being sold under this Agreement.
- **Price:** The total amount payable by the Buyer to the Seller for the Products.

## 2. Terms of Sale

- **Order:** The Buyer agrees to purchase and the Seller agrees to sell the Products as specified in each order placed by the Buyer.
- **Delivery:** The Seller shall deliver the Products to the Buyer’s warehouse located at 789 Elm Street, New York, New York, 10016, within ten (10) business days of receiving a confirmed order.
- **Title and Risk:** Title to the Products shall pass to the Buyer upon delivery, and risk of loss or damage shall pass to the Buyer upon delivery.

## 3. Product Specifications

- The Products shall conform to the specifications provided by the Seller in the product catalog and any applicable order forms.

## 4. Price and Payment Terms

- **Price:** The price for the Products shall be as quoted in the Seller’s invoice.
- **Payment Terms:** Payment shall be made within thirty (30) days of the invoice date.

## 5. Delivery Terms

- **Delivery Date:** The Seller shall use [UPS/FedEx/DHL] to deliver the Products to the Buyer’s specified location.
- **Shipping and Handling:** Shipping and handling charges shall be borne by the Buyer.

## 6. Inspection and Acceptance

- The Buyer shall inspect the Products upon delivery. Acceptance of the Products shall occur upon signing the delivery receipt.

## 7. Warranties and Remedies

- **Seller's Warranty:** The Seller warrants that the Products shall be free from defects in materials and workmanship for a period of one (1) year from the date of delivery.
- **Remedies:** In the event of non-conforming Products, the Buyer's sole remedy shall be repair or replacement at the Seller's option.

## 8. Indemnification

- Each party agrees to indemnify and hold harmless the other party from any claims arising out of a breach of this Agreement.

## 9. Limitation of Liability

- Neither party shall be liable for any consequential, incidental, indirect, or punitive damages arising out of or related to this Agreement.

## 10. Governing Law and Dispute Resolution

- This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- Any disputes arising out of or relating to this Agreement shall be resolved through arbitration in New York City under the rules of the American Arbitration Association.

## 11. Miscellaneous

- This Agreement constitutes the entire agreement between the parties regarding the sale of the Products.
- Any amendment to this Agreement must be in writing and signed by both parties.
- If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Product Sales Agreement as of the Effective Date.

**Seller:** [Signature] [Printed Name and Title] TechNova Solutions Inc.

**Buyer:** [Signature] [Printed Name and Title] RetailPro Systems LLC