

SALE OF GOODS AGREEMENT

This Sale of Goods Agreement (hereinafter referred to as the "Agreement") is entered into,

BY AND BETWEEN: **Seller Corporation LLC**, with an address of [SELLER ADDRESS], hereinafter referred to as the "Seller".

AND: **Buyer Corporation LLC**, with an address of Budapest Street, USA, hereinafter referred to as the "Buyer", collectively referred to as the "Parties".

WHEREAS, the seller intends to sell **Live production Machines**, hereinafter "the Goods".

WHEREAS, the Buyer intends and agrees to buy the Goods under the terms and conditions set forth in this agreement.

THEREFORE, the parties agree as follows:

SALE OF GOODS

The Seller agrees to sell the Goods, and the Buyer agrees to buy the Goods under the conditions set herein.

SALE PRICE

The Buyer agrees to pay the full sale price as described;

- The upfront cost of the Goods
- Any fee associated with the sale of the Goods

The Full sale price is \$5,545,234.00.

PAYMENT

The Buyer will pay the sale price through certified bank check according to the schedule below;

- \$500,000.00 - Initial security
- \$3,550,500.00: Upon execution of the agreement
- 1,494,734.00: After inspection and acceptance of the Goods

INSPECTION AND ACCEPTANCE

Once the agreement is executed, the Buyer has 30 days to inspect the Goods and ensure it matches the description and is in up-to-date condition. That the Goods is free from any third-party interest or legal liability, rescind the agreement otherwise.

WARRANTY

The seller provides the warranty that the seller is the true owner and holds legal and lawful title to the Goods. Further, the seller warrants that the seller has the legal authority to enter into this contract.

INDEMNIFICATION

The seller indemnifies the Buyer from all claims, damages, lawsuits, and expenses by third parties that may result from the seller's breach of the agreement. The indemnification binds all the successors of the seller.

SEVERABILITY

If any particular part of this agreement is found to be invalid or unenforceable, the Agreement will become void to that extent. Except for the invalid or unenforceable part, the rest will remain in full force.

FORCE MAJEURE

Any parties to this agreement shall not be liable for any delay or nonperformance of any part of this agreement if such delay or nonperformance is a result of government actions, war, civil disorder, pandemic, or any event similar to them and is beyond the control of any of the parties or is not foreseeable.

COUNTERPART

Either party to this agreement may execute counterparts of this agreement, and such counterpart will be deemed to be an original.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Massachusetts. Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of Massachusetts. The decision of the arbitrator shall be final and binding upon the parties.

The agreement will come into force on 10/1/2023.

Delivery Dates

SELLER

Signed (signature)

Seller Corporation LLC

Print Name

02/05/2024

Date

BUYER

Signed (signature)

Buyer Corporation LLC

Print Name

02/05/2024

Date