

CONTRACT FOR THE SALE OF GOODS¹

Between

SCHWARZ & BLANC

And

KIRSCHKE PUBLISHING

¹ Team Members: Francisco José Mompeán, Laura Sturley, Robert Wagner, Aurora Dell'Elce.

THIS CONTRACT IS MADE BY AND BETWEEN:

Schwarz & Blanc OHG; a legal person incorporated under the laws of **Germany** with registered office in **Trier**, (hereinafter called the “**Buyer**”)

of the first part,

and,

Kirsche Publishing BmbH; a legal person incorporated the laws of **Germany** with registered office in **Berlin**, (hereinafter called the “**Seller**”)

of the second part.

(The Buyer and Seller are severally referred to as the “**party**” and together the “**parties**”)

WHEREAS:

- (A) The Buyer is a company operating a bookshop in Trier, Germany;
- (B) The Seller is a publishing house active in the publishing and distribution of literature;
- (C) The buyer expressed his intention to enter into a legally binding agreement on 09/03/2020 (hereinafter **“Invitation to treat”**);
- (D) In response to the Buyer’s invitation to treat, the “seller” has submitted to the “buyer” an individual offer dated 10/03/2020, (hereinafter the **“Offer”**);
- (E) The buyer unconditionally accepted the offer and notified the seller of its decision to engage in the sales of goods on 13/03/2020 (hereinafter the **“Acceptance”**);
- (F) The mutual rights and obligations of the seller and buyer shall be as set forth in this contract (hereinafter the **“Contract”**).

NOW THEREFORE the Parties hereto hereby agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 In the contract, the following words and expressions will have the following meanings:

- a. Business Day** means any day which is not Saturday, Sunday, or public holiday.
- b. Natural Day** means any calendar day during the year, including Saturdays, Sundays and holidays.
- c. Wallet** is a feature of the JUR Beta Platform that allows users to store and retrieve their JUR Tokens.
- d. Escrow Account** is an instrument based on the JUR Beta Platform and VeChain wallets wherein tokens are held in a digital wallet on behalf of the Parties in the service of a contract.
- e. Jur Beta Platform** is a dispute resolution platform operating on VeChain which facilitates the creation, execution, and resolution of disputes of smart contracts by escrowing funds, not exceeding the value of EUR 1500, to be released upon the completion of the contract to ensure performance of the contractual obligations by both parties.
 - i.** Available at the [URL: <https://beta.jur.io/contracts>] through the Google Chrome extension **Comet**.

- f. **JUR Token** a hybrid token with both utility (vote in the Open Layer) and payment (transactions) token characteristics. It is the token under which the ecosystem is based.
- g. **Open Layer** is an Online Dispute Resolution mechanism accessible through the JUR Beta Platform, based on blockchain technology and decentralisation of judgement. The Open Layer covers small disputes, wherein the community will vote between the options given by the Buyer and the Seller in a situation of conflict.
- h. **Online Dispute Resolution Mechanism** is an online tool within the Jur Beta Platform which exists to facilitate the resolution of disputes.
 - i. The parties agree that any gap in the contract will be filled by the appropriate section(s) within the Civil Code of the law applicable to the contract (refer to Article 2. of The Contract).
 - ii. Disputes will cover any issue relating to:
 - 1. The quality of the goods.
 - 2. The performance of the obligations.
 - iii. Disputes will not cover Article 9.1.
 - iv. Disputes which arise from point ii., as a result of conflict between the parties will be resolved through the Open Layer in the Jur Beta Platform.
- i. **‘Force Majeure’**:
 - i. For the purposes of simplicity, the concept ‘force majeure’ will be kept as is although the law applicable to this contract does not speak of force majeure per se.
 - ii. ‘Force majeure’ shall serve two purposes: to excuse delay of delivery of the goods or to excuse definite non-performance by the seller.
 - iii. ‘Force majeure’ will entail any extraordinary event which was unforeseeable at the time of agreement, was irresistible and external to claimant.

1.2. Any gap in definition will be filled in by the JUR Whitepaper (July 2019).

ARTICLE 2 - LAW AND JURISDICTION

2.1. The Contract shall be governed by the laws of Germany.

2.1.1. The rights and obligations arising out of European Union (EU) Directive 1999/44 on certain aspects of the sale of consumer goods and associated guarantees have been transposed in the *Bürgerliches Gesetzbuch* (the German Civil Code, hereinafter “**BGB**”).

2.1.2. The *ratione materiae* (Article 1 Directive 1999/44) covers business-to-business relations in the area of movable goods (Section 651 BGB).

2.2. The Parties hereby submit to the Online Dispute Resolution mechanism in the Open Layer in the Jur Beta Platform.

ARTICLE 3 - SUBJECT MATTER

3.1. The Seller undertakes to sell the agreed upon goods in Article 3.3. in accordance with the obligations set forth in Article 4.1., 4.2., 4.3., 4.4. (the “**Performance**”).

3.2. The Buyer undertakes to have the amount of EUR 150 released from the escrow account upon acceptance of the goods (refer to Article 5 of The Contract).

3.3. The Parties acknowledge that the Goods consist of one copy of each of the following books:

3.3.1. Marivaux, *Les Fausses Confidences* (1737)

Hard Copy Edition: *Wentworth Press*

3.3.2. James Joyce, *Dubliners* (1914)

Hard Copy Edition: *Everyman's Library*

3.3.3. La Bruyère, *Les Caractères* (1688)

Hard Copy Edition: *Larousse*

3.3.4. Goethe, *Faust: Eine Tragödie* (1801)

Hard Copy Edition: *Tredition Classics*

3.3.5. Miguel de Cervantes, *Don Quijote de la Mancha* (1605 - 1615)

Hard Copy Edition: *Pareja Editor*

Edición integra

3.3.6. Corrado Alvaro, *L'Uomo è forte* (1938)

Bompiani

3.3.7. Albert Camus, *L'étranger* (1942)

3.4. The buyer affirms that the goods outlined as the subject matter of the contract in Article 3.3. are meant to be sold in the buyer's premises as retail.

ARTICLE 4 - PERFORMANCE OF THE CONTRACT

4.1. The seller will deliver the agreed-upon goods:

4.1.1. in conformity with what was established in Article 3.3.;

4.1.2. fit for the purpose in Article 3.4.;

4.1.3. fit for the purpose that any other similar good would normally be used for;

4.1.4. with the quality and performance that the buyer can reasonably expect, including the specific characteristics established in Articles 3.3.1 to 3.3.7.

4.2. The Seller undertakes to deliver the Goods under the following conditions;

4.2.1. The Goods shall be delivered via the DHL Express 9:00 Domestic service provided by DHL International GmbH. The Seller, when arranging for the delivery of the goods, shall indicate to the delivery service that the package should be signed in order for delivery to occur, and request from the delivery service express confirmation of delivery.

4.2.2. The Goods shall be delivered within 10 business days of the signing of the Contract.

4.2.3. The seller excludes the cost of delivery from the price of the goods.

4.3. The Seller will be liable for any defect arising out of conformity only if the defect existed at the time of delivery.

4.4. The goods will be delivered at the following address:

Kornmarkt 00, 54290 Trier, Germany

4.5. Following delivery and acceptance (Article 5 The Contract) of the goods:

4.5.1. The Seller will provide proof of compliance with obligations set forth in article

4.2. on the Jur Beta Platform.

4.5.1.1. The proof shall consist of an email confirmation from DHL International GmbH to the Seller, indicating that the package has been delivered and signed for at the Buyer's address of delivery.

4.5.2. A proof of delivery in the Jur Beta Platform will be included by the Buyer.

4.5.1.1 The proof will consist of a receipt of delivery provided by DHL International GmbH to the Buyer.

4.5.3. After Article 4.5.2. is complied with, payment kept in the escrow account will be released to the seller.

4.6. Until the event in Article 4.5.3. has taken place, the seller will retain ownership of the goods.

ARTICLE 5 - ACCEPTANCE OF THE GOODS

5.1. Acceptance of the goods shall be done by providing proof of delivery, published in the Jur Beta Platform by the Buyer.

5.2. Acceptance of the goods by the Buyer is equal to acknowledging that the goods conform to what the buyer and seller agreed to in Article 3.3., and that the goods are fit for the purpose established by the buyer in Article 3.4.

5.3. The goods can be rejected by sending a notice to the seller through the means detailed under Article 10.

5.4. Upon delivery, the buyer has a period of fourteen natural days to accept or reject the goods. Failure to reject within this time frame will be equal to acceptance.

ARTICLE 6 - PRICE

6.1. As consideration for the seller's performance, the seller shall be paid a fixed price of EUR 150.

ARTICLE 7 – TERMS OF PAYMENT

7.1. Upon agreeing to perform the contract in the Jur Beta Platform, the parties convert their EUR currency into JUR tokens at an exchange rate.

7.2. JUR Tokens are subsequently assigned to the parties' VeChain Wallet (refer to point 1.1.d).

7.3. Upon signing of the contract, the Buyer shall transfer the amount of EUR 150 - converted into JUR tokens at the exchange rate applicable between the signing of the contract and the acceptance of the goods through the Jur Beta Platform - from his wallet to wallet of an escrow account supported by the JUR beta platform.

7.4. The amount due will be held in an escrow account within the Jur Beta Platform until proof of delivery as per Article 5.1. is received from the Buyer, after which the sum of EUR 150.00 held in the escrow account will be transferred from the wallet of the escrow account to the wallet of the Seller.

ARTICLE 8 - CONFLICT RESOLUTION

8.1. Disputes arising from Article 1.1 point (h)(ii.) as a result of conflict between the parties will be resolved through the Open Layer in the Jur Beta Platform in the following way:

8.2. The Dispute process shall have three phases: Pre-dispute (8.2.1), Dispute initial phase (8.2.2), and Decision and self-enforcement (8.2.3.).

8.2.1 The Pre-dispute phase consists of the parties' entry into the contract and subsequent deposits into the escrow account wallet on the Jur Beta Platform.

8.2.2 The Dispute Initial phase will last 48 hours - time during which the parties can agree upon a common proposal to resolve the dispute.

8.2.3. Failure to come to an amicable solution as per Article 8.2.2. will open the dispute to the vote of JUR token holders within the Open Layer Dispute Resolution Mechanism.

8.2.3.1. The party's proposal with the simple majority of votes will be rewarded the amount set forth by the winners' resolution proposal and will be allocated to the respective Wallets of the claimant and/or respondent accordingly.

ARTICLE 9 - "FORCE MAJEURE"

9.1. A claim in performance by the buyer is excluded to the extent that performance is impossible for the seller (Section 275(1) BGB). Impossibility of performance by the seller will include real impossibility and legal impossibility (Section 276(1) BGB).

9.2. Liability for non-performance caused by force majeure on the part of the seller will only arise in cases of negligence. Negligence arises out of lack of reasonable care (Section 276(2) BGB).

ARTICLE 10 - NOTICES

10.1 Should the parties need to notify each other, they shall do so by email or by post at the addresses given in 10.1.1 and 10.1.2.

10.1.1 The email address of contact of the Buyer shall be schwartzblanc@gmail.com, and the mailing address will be Kornmarkt 00, 54290 Trier, Germany.

10.1.2 The email address of contact of the Seller shall be distributions.berlin@kirsche.de, and the mailing address will be Göhrener Str. 00, 10437 Berlin, Germany.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names.

Berlin, 20/03/2020

Signed for and on behalf of the
Buyer
Schwarz & Blanc OHG

Signed for an on behalf of the
Seller
Kirsche Publishing BmbH