

SALES AGREEMENT

This Sales Agreement ("Agreement") is made on _____ by and between:

Seller:

Buyer:

The Seller agrees to sell, and the Buyer agrees to purchase, the following goods under the terms and conditions below.

1. Goods Sold

The goods being sold under this Agreement are as follows:

Description of Goods: _____

Quantity: _____

Unit Price: _____

Total Price: _____

2. Payment Terms

The Buyer agrees to pay the Seller as follows:

Payment Due Date: _____

Payment Method: _____

3. Delivery Terms

Delivery Date: _____

Delivery Location: _____

Shipping Costs: _____

4. Title and Risk of Loss

Title and risk of loss will pass to the Buyer upon:

5. Inspection and Acceptance

The Buyer has _____ after delivery to inspect the goods. If the Buyer finds any goods unsatisfactory or defective, the Buyer must notify the Seller within this time frame.

6. Warranties

The Seller warrants that the goods:

- Are free from material defects.
- Conform to the specifications agreed upon by the parties.
- Are fit for the purpose stated in this Agreement.

7. Limitation of Liability

The Seller's liability under this Agreement is limited to:

8. Termination

Either party may terminate this Agreement if the other party fails to perform any material obligation. Notice of termination must be provided in writing _____ prior to the termination date.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Seller and Buyer and supersedes all prior discussions, agreements, or understandings.

IN WITNESS WHEREOF, the parties have executed this Sales Agreement as of the date first above written.

Seller:

Signature: _____

Name: _____

Title: _____

Date: _____

Buyer:

Signature: _____

Name: _____

Title: _____

Date: _____

7. Dispute Resolution

In the event of a dispute, the partners agree to:

- First, attempt to mediate the dispute through a professional mediator.
- If mediation is unsuccessful, the dispute will be settled by arbitration in the State of Rimberio.

8. Governing Law

This Agreement shall be governed by the laws of the State of Rimberio

9. Entire Agreement

This Agreement constitutes the full agreement between the partners, overriding any prior agreements.

Partner 1:

Signature:

Name: Matt Zhang

Title: Co-Founder

Date: October 10, 2024

Partner 2:

Signature:

Name: Anna Katrina Marchesi

Title: Co-Founder

Date: October 10, 2024