

SALES AGREEMENT

This Sales Agreement (this “Agreement”) is entered into as of the 6th day of July, 2024, by and between:

Seller(s): GHI Electronics, located at 321 Innovation Drive, Austin, TX (collectively “Seller”) and

Buyer(s): JKL Tech Solutions, located at 654 Development Blvd, San Francisco, CA (collectively “Buyer”).

Each Seller and Buyer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

1. Sale of Goods

Seller agrees to sell, and Buyer agrees to purchase the following items in the following quantities and at the prices (the “Goods”):

| Description of Goods | Quantity | Price Per Unit |
|----------------------|----------|----------------|
| Alpha Circuit Boards | 300 | \$150.00 |
| Beta Circuit Boards | 200 | \$200.00 |
| Gamma Circuit Boards | 100 | \$250.00 |

Other Details: All circuit boards shall be packaged securely and include anti-static protection.

2. Purchase Price

Buyer will pay to Seller for the Goods and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of \$105,000.00. Unless otherwise stated, ☒ Buyer shall be responsible for all taxes in connection with the purchase of Goods in this Agreement.

3. Payment

☒ Send an invoice. Seller shall invoice Buyer upon the shipment of the Goods. Unless otherwise stated, payment for the Goods is due within 30 days of the date of Seller's invoice, which date will not be before the date of Seller's delivery of the Goods.

Late Fee

☒ If Buyer fails to make a payment due under this Agreement within 10 days after the payment's due date, Buyer agrees to pay to Seller a late payment fee of ☒ \$200.00 or ☐ 5% of the amount due.

4. Delivery

☒ Seller shall ship the Goods to Buyer on or before July 15, 2024 to the following address: 654 Development Blvd, San Francisco, CA.

Shipping Cost

☒ Buyer will pay for any shipping costs.

Right of Inspection

☒ It shall constitute an acceptance of delivery of the Goods once Buyer has received the Goods at the specified location.

5. Risk of Loss

Title to and risk of loss of the Goods shall pass to Buyer upon:

☒ Delivery of the Goods to Buyer in accordance with this Agreement.

6. Right of Inspection

☒ Buyer shall be allowed to examine the Goods once received and shall do so within 5 days after the receipt of the Goods. In the event that Buyer discovers any damages, shortages or other nonconformance of the Goods, Buyer shall notify Seller within 5 days after receipt of the Goods, specifying the basis for its claim. Failure to notify Seller by such date shall constitute an acceptance of delivery of the Goods as is. In the event the Goods are non-conforming, Buyer may at its option:

☒ Return the Goods for a replacement, at Seller's expense

☒ Return the Goods at Seller's expense for a credit of the full purchase price on future transactions with Seller

☒ Return the Goods at Seller's expense for a full refund of the purchase price

The above shall be the sole remedy of Buyer and only obligation of Seller with respect to any non-conforming Goods.

7. Warranties

☒ YES, the seller provides warranties. Seller gives a 30-day limited warranty from the date of delivery that the Goods are in good condition and shall be free from substantive defects. The warranty does not apply to any Goods that are damaged due to the misuse, abuse or negligence of any party other than Seller.

8. Security Interest

Buyer hereby grants to Seller a security interest in the Goods, until Buyer has paid Seller in full for the Goods. Buyer shall sign and deliver to Seller any document needed to perfect the security interest in the Goods that Seller reasonably requests.

9. Seller Representations and Warranties

Seller warrants that the goods are free, and at the time of delivery will be free, from any security interest or other lien or encumbrance. Seller warrants that there are no outstanding titles or claims of title hostile to the rights of Seller in the Goods.

10. Force Majeure

Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.

11. Limitation of Liability

Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Seller has been advised of the possibility of any such damage. In no event will Seller's liability exceed the price paid by Buyer to Seller for the Goods giving rise to the claim or cause of action.

12. Assignment

☒ BOTH Seller and Buyer need permission to assign to a third party. Either Party may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.

13. Amendments

No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

14. Governing Law

The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, not including its conflicts of law provisions.

15. Disputes

Any dispute arising from this Agreement shall be resolved through:

☒ Court litigation. Disputes shall be resolved in the courts of the State of Texas.

☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

16. Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

17. Notices

Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

18. Waiver

No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

19. Miscellaneous

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be

executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

20. Other

N/A

RIGHT TO CANCEL

☒ YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Buyer Signature:

JKL Tech Solutions

[Authorized Signatory Name]

Seller Signature:

GHI Electronics

[Authorized Signatory Name]