

SALES CONTRACT

This Sales Contract ("Agreement") is made and entered into as of May 27, 2025 ("Effective Date")

BY AND BETWEEN:

Omni Electronics Ltd.

A company incorporated under the Companies Act, 2013, having its registered office at 12, Industrial Estate, Chennai, Tamil Nadu, 600032, India

(Hereinafter referred to as the "Seller", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

AND

Sparkle Gadgets Pvt. Ltd.

A company incorporated under the Companies Act, 2013, having its registered office at 98, Tech Plaza, Ahmedabad, Gujarat, 380015, India

(Hereinafter referred to as the "Buyer", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

(Seller and Buyer are hereinafter collectively referred to as "Parties" and individually as a "Party")

1. BACKGROUND

1.1 The Seller is engaged in the manufacture and sale of electronic devices, including smartphones.

1.2 The Buyer desires to purchase, and the Seller agrees to sell, certain products on the terms and conditions set forth herein.

2. SALE OF GOODS

2.1 The Seller agrees to sell and the Buyer agrees to purchase the following goods ("Goods"):

- **Product:** Model XZ Smartphone
- **Quantity:** 500 units
- **Specifications:** As per Schedule A attached hereto

2.2 The Goods shall be new, unused, and conform to the specifications and quality standards set forth in Schedule A.

3. PURCHASE PRICE AND PAYMENT TERMS

3.1 Purchase Price:

The total purchase price for the Goods shall be INR 1,200,000 (Indian Rupees One Million Two Hundred Thousand only)[14](#).

3.2 Payment Terms:

- 50% advance (INR 600,000) payable within 5 days of signing this Agreement.

- 50% balance (INR 600,000) payable upon delivery of the Goods.

3.3 Method of Payment:

All payments shall be made by electronic bank transfer to the account specified by the Seller.

3.4 Taxes:

Any applicable taxes, duties, or levies shall be borne by the Buyer unless otherwise agreed.

4. DELIVERY

4.1 Delivery Location:

The Goods shall be delivered to the Buyer's warehouse at 101, Distribution Hub, Sarkhej, Ahmedabad, Gujarat, 382210.

4.2 Delivery Date:

The Seller shall deliver the Goods on or before June 15, 2025.

4.3 Risk of Loss:

Risk of loss or damage to the Goods shall pass to the Buyer upon delivery at the Delivery Location.

4.4 Inspection:

The Buyer shall inspect the Goods within five (5) business days of delivery and notify the Seller in writing of any non-conformity or defects. Failure to notify within this period shall be deemed acceptance of the Goods.

5. WARRANTIES

5.1 The Seller warrants that the Goods shall be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery.

5.2 The Seller's liability under this warranty shall be limited to repair or replacement of defective Goods at the Seller's option.

5.3 The above warranty does not apply to Goods damaged due to misuse, neglect, accident, or unauthorized modification.

6. INDEMNITY

6.1 Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party") against any losses, damages, claims, or expenses arising out of the Indemnifying Party's breach of this Agreement or negligence²³.

7. LIMITATION OF LIABILITY

7.1 In no event shall either Party be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement.

7.2 The Seller's total liability under this Agreement shall not exceed the Purchase Price actually paid by the Buyer.

8. TERMINATION

8.1 Either Party may terminate this Agreement by written notice if the other Party breaches any material term and fails to remedy such breach within fifteen (15) days of receiving written notice.

8.2 Upon termination, the Buyer shall pay for all Goods delivered up to the date of termination.

9. FORCE MAJEURE

9.1 Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes, or government regulations.

10. GENERAL PROVISIONS

10.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Chennai, Tamil Nadu, shall have exclusive jurisdiction.

10.2 Dispute Resolution:

Any disputes arising out of or in connection with this Agreement shall be settled by arbitration in Chennai in accordance with the Arbitration and Conciliation Act, 1996.

10.3 Notices:

All notices under this Agreement shall be in writing and delivered to the addresses set forth above.

10.4 Entire Agreement:

This Agreement, including all Schedules, constitutes the entire agreement between the Parties.

10.5 Amendment:

No amendment shall be valid unless in writing and signed by both Parties.

10.6 Assignment:

Neither Party may assign this Agreement without the prior written consent of the other Party.

SCHEDULE A

Product Specifications

- Model: XZ Smartphone
- Display: 6.5-inch Full HD+
- Processor: Octa-core 2.4 GHz
- RAM: 8GB
- Storage: 128GB
- Battery: 5000mAh

- Camera: 48MP + 8MP + 2MP (Rear), 16MP (Front)
 - Operating System: Android 13
 - Accessories: Charger, USB-C cable, Earphones
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SCHEDULE B

Seller's Bank Details

- Account Name: Omni Electronics Ltd.
 - Bank: National Bank of India
 - Account Number: 9876543210
 - IFSC: NBIN0000987
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SCHEDULE C

Delivery and Acceptance Certificate

Upon delivery, the Buyer shall sign a Delivery and Acceptance Certificate, confirming receipt and conformity of the Goods.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Sales Contract as of the Effective Date.

For Omni Electronics Ltd.

Signature: _____

Name: Suresh Kumar

Title: Sales Manager

Date: _____

For Sparkle Gadgets Pvt. Ltd.

Signature: _____

Name: Meena Patel

Title: Procurement Head

Date: _____

[End of Agreement]