

## Terms of buying a table

This Sale of Goods Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of date of first payment of equipment purchase. by and between Galshan Digital, LLC, a Limited Liability Company, organized under the laws of the state of Nevada, hereinafter referred to as "Seller", and Name of client on exhibit A. Seller and Buyer may be referred to individually as "Party" and collectively as the "Parties."

### **RECITALS:**

*WHEREAS, Seller wishes to offer for sale certain Goods, as defined below;*

*WHEREAS, Buyer wishes to buy such Goods from Seller;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

**Article 1 - SALE:** Seller hereby agrees to sell, and Buyer agrees to buy, items as described in Exhibit A (Order Form), which is hereinafter referred to as the "Goods".

**Article 2 - PRICE:** For the sale of the Goods, Buyer agrees to pay and Seller agrees to accept the following total amount, regardless of the number of shipments: The total amount in exhibit A (the "Total Price"). This Purchase Price includes shipping and installation of the Goods, but does not include any applicable taxes. The Seller and the Buyer each acknowledge the sufficiency of the Purchase Price as consideration. Unless otherwise explicitly agreed to by each of the Parties, any sales tax or other similar tax, such as use or excise tax, applicable to the sale of the Goods will be paid by the Buyer, or the Buyer agrees to provide the Seller with a legitimate and acceptable tax exemption certificate.

**Article 3 - INVOICING & PAYMENT:** The Purchase Price will be paid by cash, debit, wire transfer or check. By terms agreed in exhibit A

**Article 4 - DELIVERY:** The initial shipment of Goods will be shipped from the Seller to the Buyer within 30 days of the date of first payment. The execution for delivery of the Goods will be at Buyer's address, as listed at the head of this Agreement.

**Article 5 - RISK OF LOSS:** Risk of loss for the Goods will transfer from the Seller to the Buyer when the Goods are delivered to the Buyer.

**Article 6 - TIME FOR DELIVERY:** Any dates or times agreed upon by the Parties for delivery of shipments of the Goods are estimates only. Seller shall not be liable for any losses, expenses, or damages for failure to meet any delivery date or time, unless the Goods are received by Buyer more than 90 days after the execution of this Agreement.

**Article 7 - DISCLAIMER OF WARRANTY:** Seller warrants to Buyer that for a period of one (1) year from the date of delivery of the Goods, the Goods (including, for the avoidance of doubt, the software used in connection with the Goods).

**Article 8 - INSPECTION:** Buyer acknowledges and agrees that it will make a full inspection, investigation and/or examination of the Goods as soon as is practicable upon delivery but in no event later than 5 business days.

**Article 9 - LIMITATION OF LIABILITY:** In no event will either Party's liability hereunder exceed the total amount paid by Buyer to Seller for the totality of all shipments for any cause of action or future claim. Neither Party shall be liable for any special, indirect, consequential or punitive damages, including but not limited to lost profits and/or loss of business, arising out of or relating to this Agreement in any way.

**Article 10 - TITLE:** Title to the Goods will remain with the Seller until the full Purchase Price is paid by the Buyer and Buyer is in actual physical possession of the Goods.

### **Article 11 - GENERAL PROVISIONS:**

A) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Nevada and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Nevada. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

C) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party without the prior written consent of the other Party, except that either Party may assign its rights hereunder to (i) its affiliates, or (ii) an entity that acquires all or substantially all of the business or assets of such Party, whether by merger, reorganization, acquisition, sale, or otherwise.

D) **AMENDMENTS:** This Agreement may only be amended in writing signed by a duly authorized representative of both Parties.

E) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement signed by a duly authorized representative of the waiving Party can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

H) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

I) **FORCE MAJEURE/EXCUSE:** Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances. Seller is not liable for any delivery delay or non-performance caused by labor or transportation disputes or shortage, material delays, or delays or non-performance caused by any of Seller's suppliers. If Seller is unable to perform for any reason within 30 days after the expected date of delivery, either Party may terminate this Agreement and Seller shall promptly provide a complete and total refund to Buyer of any fees paid.

J) **NOTICES ELECTRONIC COMMUNICATIONS PERMITTED:** Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail to the address of the relevant Party set out at the head of this Agreement. Notices may also be sent via email to the email address in the head of this Agreement, if any, or other email address that Party may from time to time notify to the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail). In the case of email, notices shall be deemed to have been received the next working day after sending. In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.