

Napcity Bill of Sale

This Bill of Sale (this "**Bill of Sale**"), is entered into on _____, 20__ (the "**Effective Date**"), by Napcity Americas LLC, a Florida Limited Liability Company ("**Seller**"), in favor of Buyer (defined in the signature block below). This Bill of Sale together with the Sales Invoice attached as Exhibit A hereto (the "**Sales Invoice**"), and the Terms (defined in Exhibit B attached hereto) (collectively the "**Agreement**") shall govern the transfer the Goods, as fully defined herein. Any capitalized term used but not defined in this Bill of Sale shall have the meaning set forth in the Terms.

1. Conveyance. For good and valuable consideration in the amount set forth in the Sales Invoice, the receipt and adequacy of which Seller hereby acknowledges, Seller hereby sells, transfers, conveys, grants, and assigns to Buyer, all of its right, title, and interest in and to the goods listed in the Sales Invoice (the "**Goods**").
2. Incorporation of Agreement. This Bill of Sale incorporates by reference the Sales Invoice and all of the Terms, as if each term was fully set forth herein. In the event of conflict between the Terms, the Sales Invoice and this Bill of Sale, the Terms shall govern and control in the first instance and this Bill of Sale will govern and control over the Sales Invoice.
3. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

IN WITNESS WHEREOF, Seller and Buyer have each duly executed and delivered this Bill of Sale on the Effective Date.

Napcity Americas LLC

_____ ("**Buyer**")

[Insert Buyer's name above]

By _____

By _____

Name:

Name:

Title:

Title:

Buyer's Address and Phone Number:

EXHIBIT A

SALES INVOICE

Customer:

Ship To:

NapCity Americas, LLC
116 NW 3rd Court,
BOCA RATON, FL-33432, USA
Attn: Stephen Rosenfeld
Phone: +1 (561)-504-9122

Invoice no:
Customer PO no:
Date:

Qty.	Description	Unit Price	USDS
	Note: All prices are in USD		\$ -
Terms/Comments/Conditions:			
Terms & Conditions: 100% payable upon receipt of Invoice		Subtotal:	\$ -
Payments are Final and non-refundable			\$ -
		Total	\$ -
Authorized Signatory	Title	Date	

EXHIBIT B

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Applicability.

- a. These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the Goods by Seller to Buyer.
- b. The Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

- a. The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability. Seller shall not be liable for any delays, loss or damage in transit.
- b. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the shipment location set forth on the Sales Invoice (the "**Delivery Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.
- c. Buyer acknowledges that the Goods are custom built and accordingly, all deposits and payments are non-refundable, subject to Section 7(b). Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- d. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- e. Portions of the Goods include software, which is being licensed in object code form only as embodied in and as part of the Goods, to Buyer for a license fee, which will be paid by Buyer quarterly in advance (or at such other intervals as set forth on the Bill of Sale). The Buyer understands that access to the software is an integral part of the Product and that the Product may not operate without it. The license fees must be paid in a timely manner for continued service. Non-payment will result in the suspension or termination of software access rights (which will be restored upon payment in full of all amounts owed). Buyer acknowledges that as between the parties, all right, title and interest in and to the software is owned exclusively by Seller (subject to the license set forth herein). Buyer will not copy, sell, trade, distribute, reverse engineer, modify or otherwise create derivative works in the software or use the software for any purpose other than for proper operation and use of the Goods.

3. Non-Delivery.

- a. The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

- b. The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would in the ordinary course of events have been received.
 - c. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
- 4. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Bill of Sale or Exhibits thereto. The Goods are shipped F.O.B. origin.
- 5. Security Interest. As collateral security for the payment of amounts due hereunder, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Florida Uniform Commercial Code.
- 6. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
- 7. Inspection and Rejection of Nonconforming Goods.
 - a. Buyer shall inspect the Goods upon receipt or, if Seller is assembling the Goods, upon completion of assembly by Seller ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
 - b. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion after confirming that the Goods are Nonconforming Goods, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at [LOCATION]. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
 - c. Buyer acknowledges and agrees that the remedies set forth in **Section 7(b)** are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under **Section 7(b)**, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
- 8. Price.
 - a. Buyer shall purchase the Goods from Seller at the price[s] (the "**Price[s]**") set forth in Seller's published price list in force as of that Seller accepts Buyer's purchase order. Notwithstanding Section 4 of these Terms, payment is required in full prior to shipment of the Goods.
 - b. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 9. Payment Terms.
 - a. Buyer shall pay all non-recurring invoiced amounts due to Seller in advance, and for any recurring payments within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder by wire transfer to an account specified by Seller (or by such other means as agreed to between Buyer and Seller), in freely available funds and in US dollars.

- b. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.
- c. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

10. Limited Warranty.

- a. The Goods have a one-year depot warranty on parts and labor. Any labor performed at "depot" (the facilities of Seller's manufacturer/supplier), during the warranty period, will be free of charge. In the event the Buyer requires replacement parts, Seller's manufacturer/supplier will ship the parts to the Buyer. The Buyer is required to ship back the damaged parts to the Seller's manufacturer/supplier within seven (7) days at its own cost. If the shipment is not received within this period, the Buyer will be invoiced in full for the parts. Note: Each party will be responsible for one-way shipping. Seller's and its manufacturer's/supplier's, sole liability and Buyer's exclusive remedy with respect to breach of the foregoing warranty will be limited to error correction. This warranty does not cover the replacement of parts and labor due to but not limited to vandalism, theft, fire, flood or Buyer's or its users' negligence. **THIS WARRANTY IS VOIDED IF ANY PERSON OTHER THAN SELLER'S AUTHORIZED REPRESENTATIVE, TAMPERS WITH OR OTHERWISE ATTEMPTS TO MODIFY OR MAINTAIN THE GOODS (INCLUDING IF BUYER CHOOSES TO ASSEMBLE THE GOODS ITSELF OR USING ANYONE OTHER THAN SELLER'S AUTHORIZED REPRESENTATIVE TO DO SO).** At all times during the warranty period, the Buyer covenants that it will maintain and care for the Goods as described in the documentation and user manuals provided by Seller. Seller will provide or arrange for the provision of online, phone and/or video support. Support may include a Seller representative remotely guiding Buyer or its designated operator to fix the issue. It is Buyer's responsibility to perform such tasks or has a qualified person follow the instructions and perform such tasks. If the issue cannot be fixed in this manner and the issue was not caused by Buyer or a third party (including by their failure to follow the aforementioned process or instructions), Seller will arrange for on-site resolution of the issue (and Buyer will cooperate with Seller to provide Seller's representative with access to the Goods and to help facilitate resolution of the issue). If Seller provides on-site resolution and determines that the issue was caused by Buyer or a third party, Buyer will be charged for the service call at Seller's standard rates.
- b. **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(a), NEITHER SELLER OR ITS MANUFACTURER/SUPPLIER MAKES ANY WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- c. Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 10(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

d. THE REMEDIES SET FORTH IN THIS SECTION 10 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(A).

11. Limitation of Liability.

- a. IN NO EVENT SHALL SELLER OR ITS MANUFACTURER/SUPPLIER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- c. The limitation of liability set forth in Section 11(b) above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

12. Insurance. For as long as the Goods are in use, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in amounts reasonably sufficient to cover all potential liabilities that may arise as a result this Agreement.

13. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

14. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms of the Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from

Seller. Seller shall be entitled to injunctive relief for any violation of this Section 16. This Section 16 does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

17. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, acts of God, strikes, lockouts, riots, insurrections, civil disturbances, sabotage, embargoes, blockades, acts of war, epidemic, acts or failures to act of any governmental or regulatory body (whether civil or military, domestic or foreign), power failures, fires, explosions, floods, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing (collectively referred to herein as "**Force Majeure Event(s)**"). The Impacted Party shall give notice within fifteen (15) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) consecutive days following written notice given by it under this Section 17, the other party may thereafter terminate this Agreement immediately.
18. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Seller may assign this Agreement and/or any of its rights or obligations hereunder upon written notice to Buyer, without the consent of Buyer, to (i) any Seller affiliate or subsidiary or (ii) Seller's successor pursuant to a merger, consolidation, or sale of all or substantially all of its assets. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
19. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
21. Governing Law. This Agreement (including any attachments), its subject matter, and the parties' respective rights and obligations hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to principles regarding conflict of laws. .
22. Submission to Jurisdiction. Buyer hereby irrevocably consents to the jurisdiction of the federal and state courts located in the County of Broward, State of Florida, in the United States in connection with any action or proceeding arising out of or relating to this Agreement, or its subject matter, any document or instrument delivered pursuant to, or a breach of this Agreement or any such document or instrument. Buyer hereby waives any objection to personal jurisdiction, improper venue or forum *non conveniens* in any such action or proceeding..
23. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Bill of Sale or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
25. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Confidential Information, Limitation on Liability, Governing Law, Submission to Jurisdiction and Survival.