

Purchase and Sale of Goods Agreement

This AGREEMENT is made and entered into as of the date the last party physically or digitally signs it (hereinafter the "EFFECTIVE DATE") by and between the buyer identified below ("PURCHASER") and Custom 3D Parts LLC, having its principal offices at 3031 Stanford Ranch Rd 2-517, Rocklin, CA 95765 (hereinafter referred to as "SUPPLIER").

SUPPLIER is a merchant engaged in the business of supplying certain replacement links for the air suspension sensors for Dodge Ram *1500 rebel 2015-2017 model* trucks (the "**Truck**") as more fully described in Exhibit "A", attached and incorporated in this AGREEMENT (the "PRODUCT").

PURCHASER utilizes PRODUCT in connection with the personal use of Trucks that Purchaser owns or leases NOW, THEREFORE, intending to be legally bound, PURCHASER and SUPPLIER agree as follows:

ARTICLE 1

SALE OF GOODS

1.1 In exchange for the consideration set forth in this AGREEMENT, SUPPLIER shall make available through the Internet at Facebook.com ("**Site**") the amount of PRODUCT as more fully described in Exhibit "A" to this AGREEMENT, on the dates set forth in Exhibit A

1.2 The parties acknowledge that PRODUCT ordered or delivered pursuant to this AGREEMENT are for final end use by PURCHASER and are not sold to PURCHASER for distribution or resale to third parties.

ARTICLE 2

PRICING AND PRICE ADJUSTMENTS

2.1 PURCHASER shall pay SUPPLIER the amount SIXTY DOLLARS (\$60.00) for each unit of the Product, or such other price as is specified in Exhibit "A" as it may be amended from time to time, through the payment processor identified on the Site at the time that PURCHASER orders the Product on the Site. PURCHASER shall receive a ONE HUNDRED DOLLAR (\$100.00) liquidated damages fee for any credit card or payment that is dishonored

2.2 All amounts due hereunder are payable in U.S. funds and shall be exclusive of taxes (including, without limitation, any added value, use, sales, or similar tax) and any import duties or other charges imposed by the country of final destination upon shipments to any non- U.S. PURCHASER sites. PURCHASER shall pay any and all such taxes and duties and shall hold SUPPLIER harmless for the obligation to make such payments. However, if SUPPLIER, in its sole discretion, chooses to make any such payment, PURCHASER shall reimburse SUPPLIER in full. All transactions pursuant to this Agreement shall be considered taxable unless PURCHASER provides SUPPLIER appropriate verification of exemption.

ARTICLE 3

DELIVERY

All PRODUCT shipped by SUPPLIER shall be delivered F.O.B. PURCHASER's location stated in the applicable purchase order SUPPLIER shall be solely responsible for all transportation expenses and risk.

ARTICLE 4

WARRANTY

4.1 SUPPLIER warrants that the title to PRODUCT sold hereunder to be good and free and clear of all security interests, liens, encumbrances and/or colorable claims, including any claims of patent infringement or the like, but SUPPLIER does not warrant title to PRODUCT to the extent a claim arises from PURCHASER's specifications.

4.2 DISCLAIMER OF EXPRESS WARRANTIES. Seller warrants that the PRODUCT are as described in this Agreement but no other warranty is made with respect to the PRODUCT. If any model or sample was shown to PURCHASER, that model or sample was used merely to illustrate the general type and quality of the PRODUCT and not to represent that the PRODUCT would necessarily conform to the model or sample.

DISCLAIMER OF IMPLIED WARRANTIES

EXCEPT AS SET FORTH IN SECTION 4.1, THE PRODUCT SOLD UNDER THIS AGREEMENT IS PURCHASED BY THE BUYER "AS IS" AND THE SUPPLIER DOES NOT PROVIDE ANY WARRANTY THAT THE PRODUCT IS OF MERCHANTABLE QUALITY OR THAT THEY ARE FIT FOR ANY PARTICULAR PURPOSE.

ARTICLE 5.

INSTALLATION

PURCHASER expressly acknowledges that SUPPLIER will not install the PRODUCT on the Truck nor will SUPPLIER be responsible for the payment of any fees related to such installation. PURCHASER agrees and acknowledges that, solely at PURCHASER'S expense, PURCHASER must bring the PRODUCT to an authorized dealer of the Truck for inspection, testing and installation.

ARTICLE 6

LIMITATION OF LIABILITY

6.1 IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, LOST REVENUES, OR PUNITIVE DAMAGES ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 The parties agree that the SUPPLIER will repair or replace, at the SUPPLIER's option, any defect identified by an authorized Dodge Truck dealer in the PRODUCT within a period of five business days from the date of delivery of the PRODUCT. This remedy is intended to be the sole and exclusive remedy of the PURCHASER under this AGREEMENT. Should this sole and exclusive remedy fail of its essential purpose, however, the SUPPLIER will return the purchase price to the PURCHASER minus the reasonable value of the PURCHASER'S use of the PRODUCT. The parties also agree that, regardless of the failure of the sole and exclusive remedy, SUPPLIER will not be liable for any consequential damages of whatsoever kind or nature. The parties intend the exclusion of consequential damages as an independent agreement apart from the sole and exclusive remedy herein.

ARTICLE 7

RISK MANAGEMENT

PURCHASER ACKNOWLEDGES AND AGREES THAT THE PRODUCT IS A HOME-MANUFACTURED, PRIVATELY DISTRIBUTED VEHICLE APPARATUS, AND AS SUCH, HAS NOT BEEN INSPECTED, TESTED OR APPROVED BY DODGE MOTOR COMPANY OR ANY OF ITS AFFILIATES, AND THAT THE INSTALLATION OR USE OF THE PRODUCT WITH THE TRUCK MAY CAUSE CERTAIN MATERIALLY ADVERSE EFFECTS INCLUDING, WITHOUT LIMITATION, ADVERSELY AFFECTING THE OPERATION OF THE TRUCK, VOIDING ALL OR CERTAIN PORTIONS OF THE MANUFACTURER'S WARRANTY REGARDING THE TRUCK, OR INCREASING THE MAINTENANCE COSTS OF THE TRUCK ("MATERIAL EFFECTS"). PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE INSTALLATION OF THE PRODUCT MAY ADVERSELY AFFECT THE WHEEL ALIGNMENT OR TIRE BALANCE OF CERTAIN VEHICLES, AND UNDERSTANDS AND AGREES THAT, SUBSEQUENT TO THE INSTALLATION OF THE PRODUCT, PURCHASER MUST ASSUME THE COSTS OF A VEHICLE INSPECTION AND REPAIR, IF NECESSARY, TO CORRECT SUCH CONDITIONS. PURCHASER FURTHER UNDERSTANDS AND AGREES THAT IT ASSUMES FULL RESPONSIBILITY FOR ALL SUCH RISKS AND THAT SUPPLIER SHALL HAVE NO LIABILITY WHATSOEVER, WITH RESPECT TO SUCH ADVERSE MATERIAL EFFECTS.

ARTICLE 8

COMPLIANCE WITH APPLICABLE LAWS

8.1 PURCHASER agrees to comply with all pertinent federal, state, municipal and local laws, regulations, ordinances and codes of any governmental authority having jurisdiction with respect to its use of the PRODUCT.

ARTICLE 9

ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party, and any such assignment effected without such consent shall be null and void. Subject to the foregoing, any assignment effected pursuant to this Article 9 shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

ARTICLE 10

CHOICE OF LAW

Any and all matters of dispute between the parties to this Agreement arising from the subject matter hereof shall be governed by, construed and enforced in accordance with the laws of the State of Florida regardless of the legal theory upon which such matter is asserted.

ARTICLE 11

FORCE MAJEURE

Neither party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or

controls, casualty, government authority, strikes, or acts of God, in which event the non-performing party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within [three (3)] business days of its occurrence.

ARTICLE 12

ENTIRE AGREEMENT

12. The parties intend this AGREEMENT to constitute the complete, exclusive and fully integrated statement of their agreement. As such, it is the sole repository of their agreement and they are not bound by any other agreements, promises, representations, or writings of whatsoever kind or nature. The parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract.

ARTICLE 13

NOTICES

13. All notices required under this Agreement shall be in writing. Any notice given or made in accordance with this Article 13 shall be given or made and received on the date of hand-delivery or facsimile or on the day received by a nationally recognized courier, as the case may be. Either party may, from time to time by notice in writing pursuant to the terms hereof, change its address or its designated representative for the administration of this Agreement, and for this purpose the notice shall be furnished by an authorized representative of that party.

ARTICLE 14

WAIVER

14 Either party's waiver of any condition or breach by the other party of any of the provisions of this Agreement shall not constitute a waiver of any other condition or breach of the same or any other provision.

ARTICLE 15

HEADINGS AND SEVERABILITY

16.1 Any headings preceding any of the Articles hereof are inserted solely for convenience of reference, shall not constitute a part of the Agreement and shall not otherwise affect the meanings, content, effect or construction of this Agreement. In the event that any provision contained herein is held to be invalid or unlawful, such provision shall be severable from the remaining provisions of this Agreement, which shall remain in full force and effect.

[name of Purchaser]

By: _____

DATE

Title: _____

[name of Supplier]

By: Miha Biterman Custom 3D Parts LLC _____

DATE: 11/28/2017

Title: __Owner_____

EXHIBIT A

[Insert description describing the goods or the "PRODUCT"]

[Insert dates of delivery/installation of PRODUCT]

[Insert price of PRODUCT]

[Insert specifications that PRODUCT must conform to]

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