



Full set of treads for ASW \_\_\_\_\_ (Example: 404057 PU 65D) for \_\_\_\_\_ ASWs ea.

**Purchase Price**

2. The Buyer will accept the Goods and pay for the Goods with the sum of \_\_\_\_\_ total (\$ \_\_\_\_\_) USD, paid via bank draft as follows:

- a. Non-refundable deposit of \_\_\_\_\_ (80% of total) on \_\_\_\_\_, 20\_\_ ; but not later 5 (five) working days after the date of last signed this agreement, and
- b. the remainder of the purchase price by, via bank draft as required in clause 4 of this Agreement.

3. The Seller and the Buyer both acknowledge the sufficiency of this consideration. In addition to the purchase price specified in this Agreement, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the Goods will be paid by the Buyer.

4. The deposit not to be refunded to the Buyer if this transaction is not completed. The Buyer will make payment for the Goods at the time when, and at the place where, the Goods are received by the Buyer or, in the alternative, when any document of title or registrable bill of sale, bearing any necessary endorsement, is tendered to the Buyer.

**Delivery of Goods**

5. The Goods will be deemed received by the Buyer when delivered to the Buyer at the fabrication site of the Goods, located at \_\_\_\_\_ . The method of shipment will be within the discretion of the Buyer. Delivered Goods failed to be picked up for shipping by the Buyer for longer than 5 (five) working days of the delivery notification may result in cancellation of this Agreement by the Seller, infra clause 15. Loading the Goods onto the trucks of the Buyer's shipper is the Seller's responsibility.

**Risk of Loss**

6. The risk of loss from any casualty to the Goods, regardless of the cause, will be on the Seller until the Goods have been received by the Buyer. The Buyer will provide at its expense, insurance on the Goods insuring the Seller's and the Buyer's interest as they appear, until payment in full to the Seller.

**Warranties**

7. The Seller warrants that (1) the Seller is the legal owner of the Goods; (2) the Goods are free from all liens and encumbrances; (3) the Seller has the right to sell the Goods; and (4) the Seller will warrant and defend the title of the Goods against any and all claims and demands of all persons.
8. The Seller warrants that the Goods will be fit for the purpose for which such goods are ordinarily intended, with limitations of 87,600 field deployment hours on the wheels, with 12,000 logged working hours on the treads.
9. The Seller warrants that the Goods are now free and at the time of delivery will be free from any security interest or other lien or encumbrance, except the security interest created in this Agreement until the Seller is paid in full.
10. The Seller warrants that the Goods will be delivered free of the rightful claim of any person arising from patent or trademark infringement.
11. EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE SELLER REGARDING THE GOODS.

**Title**

12. Title to the Goods will remain with the Seller until delivery and actual receipt of the Goods by the Buyer or, in the alternative, the Seller delivers a document of title or registrable Bill of Sale of the Goods, bearing any necessary endorsement, to the Buyer.

**Security Interest**

13. The Seller retains a security interest in the Goods until paid in full.

**Inspection**

14. Inspection will be made by the Buyer at or before the time and place of delivery.

**Claims**

15. The Buyer's failure to give notice of any claim within 5 (five) working days from the date of delivery will constitute an unqualified acceptance of the Goods and a waiver by the Buyer of all claims with respect to the Goods.

**Excuse for Delay or Failure to Perform**

16. The Seller will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the Seller or its suppliers.

**Remedies**

17. The Buyer's exclusive remedy and the Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the purchase price of the particular delivery with respect to which losses or damages are claimed, plus any transportation charges actually paid by the Buyer.

**Cancellation**

18. The Seller reserves the right to cancel this Agreement:  
if the Buyer fails to pay for any shipment when due;  
a) in the event of the Buyer's insolvency or bankruptcy; or  
b) if the Seller deems that its prospect of payment is impaired.

**Notices**

19. Any notice to be given or document to be delivered to either the Seller or Buyer pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered

mail to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the third (3rd) consecutive business day next following the date of mailing if sent by prepaid registered mail:

SELLER: Global Air Cylinder Wheels, 5661 W Park Ave, Chandler, Arizona, 85226

BUYER: \_\_\_\_\_ (X), \_\_\_\_\_ (Y),  
\_\_\_\_\_ (Z), \_\_\_\_\_ (state), \_\_\_\_\_ (country)

**Mediation and Arbitration**

20. If any dispute relating to this Agreement between the Seller and the Buyer is not resolved through informal discussion within 14 days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. Any mediator or arbitrator must be a neutral party acceptable to both the Seller and the Buyer. The cost of any mediations or arbitrations will be shared equally by the parties.

**Additional Provisions**

21. Buyer may withhold the balance payment for 30 days while evaluating the fitness of the wheels in live testing and use as intended. Upon such evaluation period expires, buyer must notify seller about the results of the evaluation and testing, stating that it was satisfactory and the balance payment is now due and will be paid within 3 (three) working days.

**General Provisions**

22. Headings are inserted for the convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
23. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.

24. The Buyer may not assign its right or delegate its performance under this Agreement without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void. An assignment would change the duty imposed by this Agreement, would increase the burden or risk involved and would impair the chance of obtaining performance or payment.
25. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement.
26. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, including the Arizona Uniform Commercial Code and the Seller and the Buyer hereby attorney to the jurisdiction of the Courts of the State of Arizona.
27. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of Arizona on the date of execution of this Agreement.
28. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
29. This Agreement will inure to the benefit of and be binding upon the Seller and the Buyer and their respective successors and assigns.
30. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
31. Time is of the essence in this Agreement.
32. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

**IN WITNESS WHEREOF** the parties have executed this Purchase Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

(Witness)

Global Air Cylinder Wheels (Seller)

Per: \_\_\_\_\_ (SEAL/SIGN)

(the 'Seller')

\_\_\_\_\_ X (Buyer)

Per: \_\_\_\_\_ (SEAL/SIGN)

(the 'Buyer')

\_\_\_\_\_

(Witness)