

Sale of goods Agreement

This agreement is made on the date of last signing between:

ACTANDGET LTD, Certificate of Business Registration No. HE369876 acting on the basis of the Power of Attorney represented by the Attorney Raivis Lacis (“Seller”)

And _____, a citizen of _____, passport _____, issued by _____ on _____ (“Purchaser”). Seller and Purchaser are referred to also as the “Parties” or separately each the “Party”

1. The Basis of the Sale of the Goods

- 1.1. The Goods which are to be sold are set out in the Schedule.
- 1.2. Any description of the Goods as set out in the Seller's information or other form of advertisement is for guidance and illustrative purposes only. Although the Seller has made every effort to have the Goods conform to the descriptions, they may vary slightly.
- 1.3. It is the Purchaser's sole responsibility to examine and select the Goods which they require and to determine whether they are suitable for their use and their purpose.
- 1.4. In the case of Goods sourced, made or adapted to the Purchaser's special instructions, it is the Purchaser's responsibility to ensure that any information provided is accurate and sufficient. Once the Goods have been selected or adapted, the Purchaser must make the payment.

2. The Price

- 2.1. The Price is the amount agreed to be paid for the Goods between the Seller and the Purchaser and is set out in the Schedule. The Purchaser must pay the Price, in full, on or before the date requested by the Seller. The Seller may require payment in advance of delivery or handover of the Goods.
- 2.2. The Price does not include VAT or any tax.
- 2.3. The Price include costs of delivery.
- 2.4. The Seller retains ownership of the Goods until the Price has been paid in full.
- 2.5. If payment of the Price in full is late, the Seller may delay delivery of the Goods until full payment of the Price is made; or if the Goods have been delivered, the Seller may repossess the Goods.

3. Delivery and Acceptance

- 3.1. Timescale for delivery might vary. Whilst the Seller will use reasonable endeavours to meet any delivery dates, all delivery dates are estimates and approximate only. Time shall not be of the essence. Notwithstanding the foregoing, if the Goods are not delivered within 30 business days of the delivery estimate (other than due to an event outside of the Seller's control), then the Purchaser shall have a right to terminate this Agreement on 30 days' written notice and receive a full refund of amounts previously paid.
- 3.2. Delivery shall be completed when the Seller delivers the Goods to the address provided by the Purchaser, or, if agreed by the parties, when the Goods are collected.
- 3.3. The Goods will become the responsibility of the Purchaser from the time that they are delivered or collected by the Purchaser. The Purchaser must examine the Goods before signing for them or accepting them.
- 3.4. Once the Goods have been accepted, the Purchaser cannot reject them or otherwise cancel the purchase and will have no right of refund, unless the Seller agrees.
- 3.5. Risk of damage to, or loss of, the Goods shall pass to the Purchaser upon delivery/collection.

4. Liability, Warranty and Guarantee.

- 4.1. The Seller expressly excludes any warranty in relation to the Goods (to the fullest extent permitted by law).
- 4.2. The Seller provides no additional guarantees beyond the third party manufacturer guarantees which are already supplied with the Goods, if any.
- 4.3. The Seller's and Purchaser's respective liability in connection with the Goods, shall be limited as set out in this Sub-Clause.
 - 4.3.1. The Seller only supplies the Goods for domestic and private use. The Purchaser agrees not to use the Goods for any commercial, business or re-sale purpose, and the Seller has no liability to the Purchaser for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 4.3.2. The Seller's total liability to the Purchaser shall not exceed the total Price of the Goods purchased.
- 4.3.3. Neither party will be liable to the other for any form of indirect, consequential or special loss or pure economic loss in connection with the use or non-use of the Goods.
- 4.3.4. Nothing in this Agreement will limit or exclude the liability of a party for
- death or personal injury caused by the negligence of that party;
 - fraud or fraudulent misrepresentation;
 - any losses which are in any way not permitted to be excluded or limited by law.

5. General

- 5.1. This Agreement, including the Schedule, contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place. The parties acknowledge that they have not relied on any oral or written statement, warranty, sales or other representation or explanation before entering into this Agreement.
- 5.2. This Agreement is between the Seller and the Purchaser. No other person will have any rights to enforce any of its terms.
- 5.3. Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 5.4. Any failure by a party to insist the other perform any obligation or failure or delay in enforcing its rights does not mean that it has waived its rights against the other party.
- 5.5. This Agreement shall be governed by and interpreted according to the law of Cyprus and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Cyprus courts.

6. Details of the Parties

Purchaser

Passport: _____

Address: _____

Bank name: _____

Bank address: _____

Account Number: _____

Swift Code: _____

Seller

ACTANDGET LTD

Address: (Postal zip code 1056) Thivon, 3,
Flat/Office 302, Nicosia, Cyprus

Certificate of Business Registration No.
HE369876

Attorney / Lacis R.

Signature _____

Signature _____

List and costs of the Goods

| Name | Amount | Price |
|------|--------|-------|
| | | |

Purchaser

Passport: _____

Address: _____

Bank name: _____

Bank address: _____

Account Number: _____

Swift Code: _____

Seller

ACTANDGET LTD

Address: (Postal zip code 1056) Thivon, 3,
Flat/Office 302, Nicosia, Cyprus

Certificate of Business Registration No.
HE369876

Attorney / Lacis R.

Signature _____

Signature _____