



## RESELLER SALES CONTRACT

**MWA Products**, (“Seller”) and \_\_\_\_\_ (“Buyer”) agree as follows:

1. **Sale of Goods.** The Seller shall sell to the Buyer and the Buyer shall purchase exclusively from the Seller LED lighting and associated products presented (the “**Goods**”) in the quantities and at the prices stated in each purchase order initiated by the Buyer. Buyer shall be responsible for all taxes in connection with this and subsequent sales.

2. **Delivery Time:** Delivery will be made by Seller approximately two weeks after acceptance of purchase order by Seller. In the event of any items ordered which become back ordered, Buyer (\_\_\_\_ will) (\_\_\_\_ will not) accept partial order delivery. In the case of partial delivery, Buyer will be invoiced only for items received.

3. **Invoices; Payment.** All new accounts are set up as (1) COD, or (2) with a CC on file, to be charged only upon mailing date FOB Seller location, or (3) with the understanding that on-line payment via Paypal or other available service will be received by MWA prior to shipping. We can ship on our account or yours, whichever you prefer. Wholesale prices include any handling. Minimum orders: 1<sup>st</sup> order \$500, thereafter \$100. Free shipping on orders over \$1000. Free LED display with your first order when in excess of \$1500 (\$750 value – shipped with first order). Upon satisfactory Buyer history with Seller, payment in full for the Goods is due within 30 days of the date of the Seller’s invoice or upon delivery of the Goods, whichever date last occurs. A discount of 2% of the invoice amount will be applied to the amount due for payment received by Seller, when said full payment is received on delivery or within 10 days of delivery. Buyer is responsible for allowing adequate time for delivery of payment to Seller, for discount to be applied. The Buyer shall pay a finance charge of the lesser of 1% per month or the highest rate allowed under applicable law on all overdue amounts until the amounts are paid, together with Seller’s costs of collection (including attorneys fees).

4. **Delivery; Title; and Risk of Loss.** Seller shall deliver the Goods FOB the Seller’s and title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.

5. **Disclaimer of Warranty; Due Diligence.** The Goods are being sold “as is,” and the Seller disclaims all warranties (other than the implied warranty of title under article 2 of the Uniform Commercial Code), whether express or implied, including the warranties of merchantability and fitness for a particular purpose. The Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Buyer has chosen to make and that the Seller has afforded the Buyer the opportunity for full and complete investigations, examinations, and inspections. Product Manufacturer provides Limited Lifetime Warranty on all products, available upon request from Seller.

6. **Limitation of Liability.** The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such

**damage. In no event will the Seller's liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.**

**7. Limitation of Actions.** No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.

**8. Security Interest.** The Buyer hereby grants to the Seller a security interest in the Goods sold to the Buyer under this agreement and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The Buyer shall sign and deliver to the Seller any document to perfect this security interest that the Seller reasonably requests.

**9. Governing Law and Designation of Forum.** (a) The laws of the State of Texas govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

**10. Non-Performance.** The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

**11. Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. No amendment to this agreement will be effective unless it is in writing and signed by both parties. This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.

**SELLER:**

**BUYER:**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Company \_\_\_\_\_  
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Phone \_\_\_\_\_  
email \_\_\_\_\_  
Website \_\_\_\_\_