

SALES CONTRACT BEST ROAST COFFEE LLC

Terms and Conditions of Sale

LEGAL PREAMBLE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN ("BUYER") AND BEST ROAST COFFEE LLC ("SELLER"). THE CONTRACT IS A DECLARATION OF SALES TERMS AND CONDITIONS, FOR BUYER AND SELLER REFERENCE. SELLER HAS A PROPRIETARY COFFEE PROGRAM USING SELLER NOMINATED EQUIPMENT THIRD PARTY VENDORS AND COFFEE. BUYER IS INTERESTED IN USING SELLERS PROGRAM AND PRODUCT. SELLER IS NOT A TRADITIONAL EQUIPMENT RESELLER, AND ONLY OFFERS AN OVERALL TEA AND COFFEE KIOSK PROGRAM TO EXISTING RETAILERS. PLEASE READ THIS AGREEMENT CAREFULLY. BY USING AND ACCESSING THE BEST ROAST COFFEE PROGRAM AND WEB SITE YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THIS AGREEMENT. UNDER LAW BUYERS AGREEMENT TO TERMS AND CONDITIONS IS CONSTITUTED BY PAYMENT IN FULL OF SELLER ISSUED INVOICE. ALL PAYMENTS ARE NON REFUNDABLE AFTER 7 DAYS. EQUIPMENT AND COFFEE IS SOLD CONDITIONAL ON USE IN BEST ROAST COFFEE PROGRAM. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT ACCESS AND USE THE BEST ROAST COFFEE WEB SITE OR BEST ROAST COFFEE FOR A COFFEE PROGRAM. PLEASE NOTE THAT THE TERMS AND CONDITIONS MAY BE PERIODICALLY UPDATED AND MODIFIED FROM TIME TO TIME, AT DISCRETION OF SELLER SO PLEASE BE SURE TO ASK VIA EMAIL OR WEBSITE FOR TERMS AND CONDITIONS OR RECHECK THEM AT TIME OF PURCHASE. BEST ROAST COFFEE LLC AS SELLER IS NOT RESPONSIBLE FOR BUYERS NEGLIGENCE TO ASK FOR TERMS AND CONDITIONS OF SALES PRIOR TO PURCHASES. BY ACCESSING AND USING THE SITE, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THE PRESENT TERMS AND CONDITIONS. YOU ALSO AGREE TO SO ACCEPT FUTURE UPDATES AND MODIFICATIONS OF THE TERMS AND CONDITIONS. NUMBERS BELOW REPRESENT INDIVIDUAL CLAUSE. 20 CLAUSE NUMBERED 1 THROUGH 20 EXIST IN THIS CONTRACT THE PREAMBLE COMBINES WITH THE 20 CLAUSES TO CONSTITUTE THE ENTIRE AGREEMENT AND CONTRACT TERMS AND CONDITIONS.

1. **PAYMENT TERM:** Payment terms are net thirty (14) days from date of invoice. If payment is not received by the due date, invoices are considered past due. Past due payments may be subject to a service charge of one and one-half-percent (1 1/2%) per month or the maximum amount allowed by law, whichever is less. Payments must be made to Seller by Check or ACH. Buyer name and bank must be imprinted on the check with the correct address. Buyer agrees to pay a \$20.00 charge for each returned check and all collection costs, including legal fees, for any unpaid for equipment delivered to buyer using Best Roast Coffee, LLC nominated Equipment for commercial gain of company that received and took delivery of equipment.
2. **PRICES:** All prices quoted are subject to change, without notice, at any time prior to Sellers acceptance of order, to such prices prevailing at the time of Buyers acceptance. Seller will issue Invoice identifying equipment or perishable related goods and 14 days payment terms.

3. **DELIVERY:** All purchase orders accepted by seller are subject to sellers terms and conditions. Equipments purchases are on install terms only, install to be by Seller or Seller approved third party vendors. Buyer may not install equipment using their own vendors. Buyer agrees to be bound by Sellers non circumvention agreement prior to commencement of business and buyer, has signed Non Circumvention for the Coffee Program described as the "Opportunity" and defend in subsequent documentation.
4. **RISK OF LOSS:** It is the Buyer's responsibility to seek compensation from the carrier for damaged or missing freight. Seller shall not be responsible for any refunds, claims or damages resulting from a delay in delivery or failure to install which results from: governmental regulations and permitting, strike, lockouts, accident, fire, delays in manufacturing of espresso and coffee equipment, acts of God, or decisions to post pone installation dates, decisions to discontinue the Best Roast Coffee coffee program or any other causes beyond the control Seller. All sales are final and moneys paid to buyer deemed fully earned after 5 days of payment deemed non refundable. It is agreed the seller or sellers nominated vendor will install equipment, uninstalled equipment has Sellers proprietary settings and will not be delivered to buyer for storage. Failure to install equipment is risk of loss of monies and equipment to Buyer, under Sellers Terms and Conditions in Sales Contract.
5. **CANCELATION, MODIFICATION OR ALTERATION OF SALES CONTRACT:** Due to the short life of seasonal related goods coffee beans and Syrups, no returns will be accepted beyond 7-days from the execution of a purchase order. Purchase orders accepted by Seller are accepted on terms of this Sales Contract. In no event shall any cancellation, modification, or alteration of winter AND/OR spring/summer related goods be accepted beyond or out of the proper time of the usual or pre-appointed time for the chosen particular season. Equipments and perishable goods are all bound by this Sales Contract. Equipment Purchase orders may be Canceled within 5 days from Issue date.
6. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the perishable food goods on arrival and return immediately if not satisfied. Any refund of an order after buyer accepted perishable product is non refundable.
7. **RIGHT TO OBJECT:** Buyer is given right to Object to unbalanced Sales Contract terms and Conditions, and may object by not paying the invoice of Seller. Payment of an invoice constitutes Buyers acceptance of this Sales Contract terms and conditions.
8. **TERMS AND CONDITIONS DISCLOSURE:** On written request from Buyer Terms and Conditions of Sales Contract are available to Buyer. Written request can be made via email and Sellers website. Buyer and Seller agree verbal requests are not acceptable, and any requests for Terms and Conditions are to be put in writing. Buyer agrees Seller is not obliged to display terms and conditions on all transaction receipts and Seller is not responsible for any neglect from buyer failing to ask for terms and conditions of Sales or sales Contract. Buyer agrees to be bound by Contract by payment in full of Sellers invoice.
9. **EVALUATIONS RETURN POLICY:** A 15% restocking fee will be charged if associated perishable consumer goods are rejected.
10. **WARRANTY:** Seller gives 12 Month limited warranty on Equipment unless otherwise specified, from the date of Install. The warranty will not apply to those goods that are damaged due to misuse, abuse, negligence of Purchaser.
11. **ATTORNEY FEE PROVISION:** In event of any controversy, dispute, misconduct whatsoever buyer and seller mutually agree to Arbitration. Seller in doing business with Buyer agrees to sign Buyers vendor agreement, and be bound by vendors Arbitration clause too. In the event of both parties agreements require Arbitration the Prevailing forum for any controversy

whatsoever is determined by this Contract. Parties mutually agree Buyers ongoing payment of Invoices constitutes on going agreements between both parties beyond date of initial contracts.

12. **PRE-DISCOVERY OBLIGATION:** Any litigation, arbitration, or other proceeding by which buyer seeks to enforce its rights under Sales Contract the Buyer agrees to first seek a copy of terms and conditions of Sales Contract from the Seller.
13. **PREMATURE COURT ACTION:** The prevailing party in a pre-mature filed Court action shall be awarded attorney fees, and business between both Buyer and Seller will resume and continue in order to support future costs and expenses, need to resolve any ongoing dispute or controversy that may have occurred between the Buyer and Seller. Neither party may stop doing business with the other to financially impede to other during disputes or litigations.
14. **ETHICAL OBLIGATIONS:** In event of any litigation, or one party going to court without first seeking terms and conditions of this Sales Contract or failing to follow mutually agreed Arbitration obligations such circumstances will be considered by the Court as hostile. Under Circumstances of Hostile legal action offending party agree not to object to a court ordered preliminary injunction to cause Hostile party to co-operate and continue business relations pending Arbitration hearing and full investigation of allegations and circumstances. Court ordered preliminary injunction is to protect the suffering party, until such time dispute is resolved.
15. **CIRCUMSTANTIAL EVIDENCE COMPELS ARBITRATION:** Parties agree to be bound by Arbitration on presentation of Circumstantial evidence as a course of action to break contract or business relationship. It is mutually agreed to first follow due course of Arbitration under any all circumstances whatsoever.
16. **INTELLECTUAL PROPERTY:** Parties agree Coffee is a specialized industry and “know how” and uniformed Trade Secrets and Trade Related Intellectual Property of Seller and resellers of Best Roast Coffee Beverages is in use, and Legal acts may be present.
17. **AGREEMENT TO BE BOUND BY TERMS AND CONDITIONS:** In paying of one or more invoice in full Buyer agrees to be bond by the CONTRACT and Sellers terms and conditions.
18. **CHOICE OF LAW AND FORUM:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by California law. Any dispute that arises under or relates to this Agreement shall be resolved by Arbitration in ORANGE County Superior Court. Buyer acknowledges any signed agreements between Buyer and seller will always have an arbitration clause and SELLER agrees to be bound by Arbitration.
19. **WAIVER:** No waiver of any claim or right arising under this Sales Contract will be effective unless the waiver is in writing and signed by the waiving party.
20. **ENTIRE AGREEMENT:** The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement. To the extent arbitrations or a court rules any clause of this agreement not enforceable the rest of the agreement remains fully enforced to the full extent of the law.