

### ### SALES AGREEMENT

This Sales Agreement (the "Agreement") is entered into as of [DATE], by and between SmartTech Solutions, a corporation organized and existing under the laws of the State of California, with its principal place of business at 123 Tech Avenue, San Francisco, CA 94107 (hereinafter referred to as "Seller"), and QuickShip Inc., a corporation organized and existing under the laws of the State of New York, with its principal place of business at 456 Logistics Lane, New York, NY 10001 (hereinafter referred to as "Buyer").

### ## RECITALS

WHEREAS, Seller is engaged in the business of manufacturing and distributing electronic devices;

WHEREAS, Buyer is engaged in the business of online retail and desires to purchase electronic devices from Seller for resale purposes;

WHEREAS, Seller is willing to sell and Buyer is willing to purchase electronic devices subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ## AGREEMENT

#### ### 1. Terms of Sale

1.1 Seller shall sell and Buyer shall purchase the electronic devices in the quantities and at the prices set forth in Exhibit A attached hereto (the "Products").

1.2 The Products shall be delivered to Buyer within the time frame specified in Exhibit A. Seller shall arrange for shipping and the costs incurred shall be borne by Buyer.

1.3 Buyer shall make payment for the Products within 30 days of receipt of the invoice from Seller. Payment shall be made in US dollars via wire transfer to the bank account specified by Seller.

1.4 Title to the Products shall pass to Buyer upon delivery, and risk of loss or damage to the Products shall pass to Buyer upon delivery to the carrier for shipment.

#### ### 2. Quality Assurance and Warranty

2.1 Seller represents and warrants that the Products delivered to Buyer shall be free from defects in workmanship and materials, and shall comply with all applicable laws and regulations.

2.2 In the event Buyer discovers any defects or non-compliance with the warranty, Buyer shall notify Seller in writing within 10 days of delivery. Seller may, at its discretion, replace the defective Products or refund the purchase price paid by Buyer.

#### ### 3. Termination

3.1 Either party may terminate this Agreement for convenience by providing the other party with written notice at least 30 days prior to the desired termination date.

3.2 Either party may terminate this Agreement immediately in the event of a material breach by the other party, provided that written notice is given specifying the nature of the breach and allowing the breaching party 15 days to cure the breach.

#### ### 4. Confidentiality

4.1 Both parties agree to keep all non-public information received from the other party confidential during the term of this

Agreement and for a period of three years thereafter. This includes any business, technical, or financial information disclosed by one party to the other.

### 5. Governing Law and Jurisdiction

5.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5.2 Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts located within the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Sales Agreement as of the date first written above.

SELLER:  
SmartTech Solutions

By: \_\_\_\_\_  
Name: John Smith  
Title: CEO

BUYER:  
QuickShip Inc.

By: \_\_\_\_\_  
Name: Emily Johnson  
Title: Purchasing Manager