

## Sales Agreement

### **SALES AGREEMENT**

MANIFEST KINGS of \_\_\_\_\_  
(the "Seller")

OF THE FIRST PART

- AND -

\_\_\_\_\_ of \_\_\_\_\_  
(the "Buyer")

OF THE SECOND PART

**IN CONSIDERATION OF THE COVENANTS** and agreements contained in this Sales Agreement the parties to this Agreement agree as follows:

#### **Sale of Goods**

1. The Seller will sell, transfer and deliver to the Buyer the following goods, and perform the below services, on or before \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Goods"):
  - CUSTOM APPAREL
2. The Seller will provide the following services to the Buyer:
  - CUSTOM WORK ON ALL OUR SHIRTS FROM DESIGN TO FINISHED T-SHIRT  
PRODUCT ARE PACKAGED AND DONE IN HOUSE BY OUR TEAM AT  
MANIFEST KINGS.

#### **Purchase Price**

3. The Buyer will accept the Goods and pay for the Goods with the sum of THEIR CART TOTAL (CAD) (the "Purchase Price"), paid by CASH, CERTIFIED CHEQUE, BANK DRAFT, E-TRANSFER as required in clause 5 of this Agreement.
4. 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 use, excise, or similar tax applicable to the sale of the Goods will be paid by the Buyer, or alternatively, the

Buyer will provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.

5. The Purchase Price is inclusive of sales tax, and is payable by the Buyer unless the Buyer provides the Seller with a tax exemption certificate acceptable to the applicable taxing authorities, in which case the amount of sales tax will be subtracted from the Purchase Price payable by the Buyer.

### **Payment**

6. 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**

7. The Goods will be delivered to THE SELLERS ADDRESS PROVIDED UPON PURCHASE ON THEIR MERCHANDISE. The Seller agrees to furnish the facilities and at its cost to load the Goods on trucks furnished by the Buyer. The method of shipment will be within the discretion of the Buyer. However, the Seller will only be responsible for the lesser of truck freight or rail freight to the Buyer.

### **Risk of Loss**

8. Risk of loss will be on the Buyer from the time of delivery to the carrier. 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**

9. The Seller warrants that: (1) the Seller is the legal owner of the Goods; (2) the Seller has the right to sell the Goods; and (3) the Seller will warrant and defend the title of the Goods against any and all claims and demands of all persons.
10. THE SELLER EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Further, the Seller disclaims any warranty as to the condition of the Goods.

11. The Seller makes no warranty, and no warranty will be deemed to exist, that the Buyer holds the Goods free of the claim of any third person that may arise from patent or trademark infringement.
12. EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE SELLER REGARDING THE GOODS. The Seller's above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Goods.
13. The Buyer has been given the opportunity to inspect the Goods or to have it inspected and the Buyer has accepted the Goods in its existing condition.

**Title**

14. 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**

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

**Inspection**

16. Inspection will be made by the Buyer at the time and place of delivery.
17. Any refund will not include costs of delivery.

**Claims**

18. The Buyer's failure to give notice of any claim within 10 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**

19. The Seller will not be liable in any way for any delay, non-delivery or default in shipment due to labour disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the Seller or its suppliers. If the Seller, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control,

from delivering the Goods at the time specified or within one month after the date of this Agreement, then the Seller will have the right to terminate this Agreement by notice in writing to the Buyer, which notice will be accompanied by full refund of all sums paid by the Buyer pursuant to this Agreement.

### **Remedies**

20. 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**

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

### **Notices**

22. 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:

- MANIFEST KINGS of \_\_\_\_\_

BUYER:

- \_\_\_\_\_ of \_\_\_\_\_

### **General Provisions**

23. Headings are inserted for 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.
24. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.
25. 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.
26. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement.
27. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the Seller and the Buyer hereby attorn to the jurisdiction of the Courts of the Province of Ontario.
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 Sales Agreement on this 7th day of August, 2021.