

4601 Spring Valley Rd. Dallas, Texas 75244

Phone: 214.748.3271 800.366.1776 Fax: 972.239.2939

www.GoGSG.com

SALES CONTRACT

Customer #: 1033911 Cust. Contact: Alp

Bill To: IDA BOOK, LLC 4321 RIDGE POINT LANE PLANO, TX 75024 Ship To: IDA BOOK, LLC 4321 RIDGE POINT LANE PLANO, TX 75024 Date: 01/28/21

Phone #: (214)604-0084 Terms: 1/3 Dwn BB4D Outside Sales Rep: |

Inside Sales Rep: Kelly Burns|kelly.burns@gogsg.com
Branch Manager: Lauren Forte|lauren.forte@gogsg.com

Contract #: 10475148-00

Line	e# Product	Qty	Unit	Price	Discount %	Net Price Per Unit	Total Net Amount		
1	BRO-GTX424	1	EACH	33150.00	7.50	30663.75	30663.75		
	BROTHER GTX PRO B BULK INK DTG I	PRINTER							
	DIRECT TO GARMENT INKJET PRIN	NTER							
	*1-YEAR BUMPER-TO-BUMPER, PLUS 2-YEAR LIMITED WARRANTY								
	*1200 DPI ALLOWING FOR PHOTOGRAPHIC PRINTING								
	*2 INDUSTRIAL BROTHER PRINTHEADS (CMYKW)								
	*PRINT AREA UP TO 16"X21"								
	*INCLUDES 14"X16" ADULT PLATEN	N							
	*USB MEMORY STICK OR USB TO ETHERNET CABLE TO UPLOAD DESIGNS								
*SIMPLE USER INTERFACE WITHOUT THE NEED OF RIP SOFTWARE.									
	*HIGH CAPACITY BULK INK FEED SYSTEM								
	*INK CERTIFIED BY OEKO-TEX ECO-PASSPORT FOR ULTIMATE SAFETY								
	*SIZE: 70"X51"X48"								
	*MACHINE WEIGHT: 364LBS								
	*STAND & STARTER KIT INCLUDED								
2	BRO-BIT	1	EACH	2000.00	0.00	2000.00	2000.00		
	BROTHER DTG BULK INK INSTALL & T								
3	BRO-SHIP	1	EACH	500.00	0.00	500.00	500.00		
١,	BROTHER DTG STANDARD SHIPPING	4		5000.00	400.00	2.22	0.00		
4	BRO-SPT4	1	EACH	5200.00	100.00	0.00	0.00		
_	SCHULZE PRETREATMAKER IV WITH S			0050.00	40.00	5005.00	5005.00		
5	BBCAIR-2408	1	EACH	6250.00	10.00	5625.00	5625.00		
	FORCED AIR CONVEYOR 1PH Black Bo ***SINGLE PHASE***	ody Dryer							
5	Lines Total	Qty Shipped Total 5		5	Total		38788.75		
					Order Dis	scount	1000.75		
					Freight In	1	325.00		
					CRTG Co	st	250.00		
					Invoice T	otal	38363.00		



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Sales Contract

This is a contract wherein GSG agrees to sell to Customer and Customer agrees to purchase the equipment, products and/or services (collectively, the "Equipment") for the price and on the terms, conditions, and provisions set forth or otherwise incorporated in this Sales Contract. Unless otherwise indicated above, GSG's written quotations shall be valid for 30 days from the quotation's date and are expressly subject to any applicable vendor restrictions. Prices for non-quoted Equipment or contained on expired quotations shall be subject to GSG's changes at any time. Errors and/or omissions are subject to correction by GSG. All pricing and credit terms included herein are subject to the approval of GSG's credit department in its sole discretion.

This Sales Contract shall not become binding on GSG unless and until Customer timely returns an executed copy of the agreement, Customer has satisfied all conditions precedent, and the agreement is executed by an authorized representative of GSG. Any changes or modifications by Customer are automatically and expressly rejected unless initialed by GSG. Customer shall be deemed to have acknowledged and accepted the terms of this Sales Contract by signing in the space provided herein, making all or partial payment for the Equipment, or accepting delivery of part or all of the Equipment.

Prices quoted for Equipment do not include transportation, insurance or any applicable federal, state or local taxes, all
of which shall be paid by Customer. Customer shall be invoiced for applicable taxes unless Customer furnishes a valid
resale or tax exemption certificate. To the extent that any such amounts are included, they are merely estimates and
may be changed at any time.

Customer	
Initials:	

Financing for this purchase may be available through various third party lenders such as Geneva Capital, who can be contacted at sales@gogenevacapital. com or (800) 408-9352. The use and selection of a third party lender is always at Customer's sole discretion. If you are already working with a third party lender, please provide this information to GSG.

ADDITIONAL TERMS AND CONDITIONS OF SALE

- 1. ALL SALES ARE EXPRESSLY CONDITIONED ON CUSTOMER'S AGREEMENT TO GSG'S STANDARD TERMS AND CONDITIONS OF SALE ("Terms and Conditions"), which may be found at https://www.gogsg.com/TermsofService or provided in paper form upon request by Customer, and which are incorporated herein by reference as if set forth fully herein. Customer represents and warrants that Customer has reviewed and is in agreement with all Terms and Conditions without exception. This Sales Contract, together with the Terms and Conditions and GSG's Application for Credit, shall be read together to give maximum effect to all terms stated therein.
- 2. The parties hereto agree that this Sales Contract, together with GSG's Standard Terms and Conditions and any Application of Credit completed by the Customer, shall embody the entire agreement between the parties with regard to the subject matter hereof and supersedes and cancels all other prior discussions and agreements, whether written or oral, between the parties with regard to such subject matter. The parties hereto agree that the terms of this Sales Contract shall only be changed, modified, altered, waived or discharged by a written agreement signed by an authorized representative of both parties.
- 3. Unless otherwise agreed to in writing, Customer shall be solely responsible for pre-install setup and site preparation in accordance with the manufacturer guidelines (including, but not limited to, loading, spotting, unpacking, and uncrating of the Equipment and electrical, plumbing, air gas and venting hook ups) at Customer's sole cost and expense and without cost to GSG. GSG and its suppliers will not be liable for equipment/system failures due to Buyer's failure to comply with manufacturer guidelines. Such setup and site preparation must be completed before scheduling installation and training. All such costs and charges not specifically included in the Total Sales Price shall be payable by Customer to GSG upon invoice.

Customer	
Initials:	

4. The Equipment sold by Seller is the product of third-party manufacturers. The Equipment should perform in accordance with the specifications stated by the manufacturer of the Equipment in the manufacturer's literature and specifications sheet; however, as a distributor, Seller makes no representations and warranties with regard to any of the Equipment or any portion thereof. Seller assumes no responsibility and makes no representations or warranties as to whether the Equipment complies with any national, state, or local statutes, laws, regulations, restrictions, limitations or other applicable directives. Seller shall use reasonable efforts to obtain from each manufacturer,



in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of Equipment that Seller, in its sole discretion, determines is defective in material or workmanship but only where such defects have not been caused by abuse, misuse, neglect, improper installation, repair, alteration or accident. The foregoing shall constitute the exclusive remedy of the Customer and the sole obligation of Seller. Except as to title, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the Equipment that extends beyond that described in this paragraph. WHETHER EXPRESS OR IMPLIED, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE MERCHANTABILITY, QUALITY, PERFORMANCE, NON-INFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE FOR ANY EQUIPMENT PROVIDED TO CUSTOMER. FURTHER, GRAPHIC SOLUTIONS MAKES NO WARRANTY OR REPRESENTATIONS REGARDING THE VISIBILITY OF THE EQUIPMENT, THE COMPATABILITY OR OTHER ABILITY OF THE EQUIPMENT TO INTEGRATE WITH CUSTOMER'S SYSTEM(S), OR WHETHER THE EQUIPMENT OR ANY COMPONENT OR CONSUMMABLE THEREOF WILL CONTINUE TO BE AVAILABLE IN THE FUTURE.

- 5. Seller's liability on any claim for loss or damage arising out of any agreement between the parties or from the performance or breach thereof or connected with the supplying of any Equipment to Customer, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price paid for such Equipment thereof involved in the claim. Seller shall not in any circumstance be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, indirect, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of good will, loss of use of the Equipment or any associated product, system or mechanism, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Customer for such damages.
- 6. In the event that Customer does not pay any invoice or other amount due and owing to GSG when due, Customer agrees to pay interest on past due amounts at the rate of one and one-half percent (1.5%) per month (18% APR), or the maximum lawful rate.
- 7. Customer acknowledges that GSG's principal office is located in Dallas, Texas and that all amounts owed pursuant to the agreement between the parties are due and payable in Dallas, Dallas County, Texas. Accordingly, this Sales Contract shall be subject to, governed by, enforced and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Texas. The Parties agree that the exclusive jurisdiction for any lawsuit arising out of this Sales Contract or the sale of Equipment to Customer shall be the state and federal courts located in Dallas, Dallas County, Texas. The Parties hereto all agree to personal jurisdiction in Texas and waive any objection based on forum non-convenient or any similar argument.
- 8. This Sales Contract may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but that together shall constitute one and the same instrument. A scanned, executed copy of the Sales Contract may serve as an original document. Each Party represents and warrants that the person signing this Sales Contract on its behalf has authority to sign and bind the Party thereto.

GSG °	Company Name: IDA BOOK, LLC
Branch Manager: Lauren Forte	By (Printed Name of Signatory):
Signature:	Title:
	Signature:
Date:	Date: