



**ARROW ELECTRONICS, INC.**

## **CONTRACT FOR THE SALE OF GOODS**

This Sales Agreement (the "Agreement") is made on 16th February 2012, (the "Sales Contract"),

**BETWEEN:** [Arrow Electronics, Inc.] (the "Seller"), a corporation organized and existing under the laws of [UNITED STATES OF AMERICA].

**AND:** [Barr Holdings Limited.] (the "Buyer"), a corporation organized and existing under the laws of [UNITED KINGDOM].

### **1. SALE OF GOODS**

Seller shall sell, transfer and deliver to buyer on or before 30 MARCH 2012, the following personal goods which are listed below

<b>20 Pieces of Gutterman, Rollformer, IronMan 7 in. Seamless, 1415 lbs</b>	15,000.00	300,000
<b>500 Pieces of Sievert, Generator, G14000 Heavy-Duty 14,000W</b>	3500.00	1,750,000
<b>466 Pieces of Makita, Saw, 18 in. Chain,</b>	420.00	195,720
<b>596 Pieces of Hitachi, 18 Volt Lithium-Ion Hammerdrill and Flashlight Kit, Slide Style Batteries</b>	175.00	104,300
		<b>\$2,350,020</b>

### **2. CONSIDERATION**

Buyer shall accept the goods and pay 50% before the delivery of the goods and the remaining sum when the goods have been delivered.

### **3. IDENTIFICATION OF GOODS**

Identification of the goods to this agreement shall not be deemed to have been made until both buyer and seller have specified that the goods in question are to be appropriated to the performance of this agreement.

### **4. PAYMENT ON RECEIPT**

Buyer shall make the remaining 50% payment for the goods at the time when, and at the place where, the goods are received by buyer.

OR



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**5. RECEIPT CONSTRUED AS DELIVERY**

Goods shall be deemed received by buyer when delivered to buyer at 100 Inchinnan road paisley PA3 2RE, United Kingdom.

**6. RISK OF LOSS**

The risk of loss from any casualty to the goods, regardless of the cause, shall be on seller until the goods have been accepted by buyer.

**7. WARRANTY OF NO ENCUMBRANCES**

Seller warrants that the goods are now free and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

**8. WARRANTY OF TITLE**

Furthermore, seller warrants that at the time of signing this agreement seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of seller in the goods.

**9. RIGHT OF INSPECTION**

Buyer shall have the right to inspect the goods on arrival and, within [3] business days after delivery, buyer must give notice to seller of any claim for damages on account of condition, quality or grade of the goods, and buyer must specify the basis of the claim of buyer in detail. The failure of buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by buyer.

The parties have executed this agreement on the 16th day of February 2012.

SELLER

BUYER

*Michael J Long*  
Chief Executive Officer

*Barclay Chalmers*  
Managing Director