



## CONTRACT FOR THE SALE OF GOODS

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This Sales Agreement (the "Agreement") is made and effective on 8th February 2013.

**BETWEEN: [BENCO DENTAL SUPPLY Co.]** (the "Seller"), a corporation organized and existing under the laws of [UNITED STATES OF AMERICA].

**AND: [DENT-O-CARE LTD.]** (the "Buyer"), a corporation organized and existing under the laws of [UNITED KINGDOM].

NOW THEREFORE, in consideration of mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

### 1. SALE OF GOODS

Customer hereby agrees to purchase from Benco Dental Supply Co the goods set forth as follows and seller shall sell, transfer and deliver to buyer on or before 29 MARCH 2013, the following personal goods which are listed below

<b>900 AZENIC DISPOSABLE HP BX12</b>	270.99	243,891
<b>600 INSERTS SLIM 25K SLI ASST PK3</b>	480.00	288,000
<b>3000 AMNIOMTM TISSUE MATRIX 0.25ML</b>	540.99	1,622,970
<b>80 LUXATOR 1L-K1 SET</b>	420.00	33,600
<b>800 RONGEUR BLUMENTHAL</b>	270.00	216,000
<b>1000 ISOLATION BLOCK DOUBLE BL CS12</b>	1,100.00	1,100,000
<b>300 N-H CASTROVIEJO 5.50</b>	400.00	120,000
<b>1000 ORTHO SIG CASSETTE BLU</b>	280.00	280,000
<b>750 MOUTH GAG DENHARDT</b>	420.00	315,000
<b>420 MOUTH GAG MOLT CHILD</b>	250.00	105,000
		<b>\$ 4,324,461.00</b>



## **2. PRICE**

Buyer shall accept the goods and pay 50% before the delivery of the goods and the remaining sum when the goods have been delivered. Any amounts payable by customer which remain unpaid after due date shall be subject to a late charge equal to [5%] per month from the due date until such amount is paid.

## **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.

## **5. DELIVERY**

Benco Dental Supply Co shall use its reasonable effort to deliver the goods to customer on the delivery date set forth in section 2. Delivery shall be made F.O.B at company's office 7 Cygnus Business Centre Dalmeyer Road London NW10 2XA United Kingdom. if the delivery is not made within 7 days of the scheduled delivery date, other than because of the fault of Buyer, Buyer may cancel its purchase of the goods. All transportation, shipping and handling charges shall be paid by Buyer. Buyer bears all risk of loss or damage to the goods after delivery to the shipping point.

## **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.

## 10. MISCELLANEOUS

- a. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the United States Of America (exclusive of conflict of laws principles), and shall be deemed to be executed United States Of America.
- b. Any legal action or proceeding relating to this Agreement shall be instituted solely in United States Of America. Company and Buyer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.
- c. This Agreement constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understanding, representations, discussions, proposals, literature, and the like, written or oral. This agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement shall supersede the terms in any Customer purchase order or other ordering document, if any.
- d. In any proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and cost incurred.
- e. This agreement shall be construed as to its fair meaning and not strictly for or against either party.
- f. Company shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fire, other catastrophes, labor disputes, party shortages, or other events beyond company's reasonable control.
- g. No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action arose, or in the case of non-payment, more than two years from the date of last payment.
- h. This Agreement is not assignable, directly or indirectly, by Buyer.
- i. This Agreement may be executed in counterparts and by fax.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER

BUYER

A handwritten signature in black ink, appearing to be "MR", written over a horizontal line.

Authorized signature

*Mark Rowe, Director of Sales*

A handwritten signature in black ink, appearing to be "AK", written over a horizontal line.

Authorized signature

*Adam Keller, Managing Director*