



Sales Contract

No. 18058119

1. THE PARTIES TO THIS SALES AGREEMENT ARE:

1.1 THE SELLER:

5 Star Equipment LLC	brokering for	Road Spedition LLC
107 6th St		6350 Laurel Canyon Blvd #440
Ft. Myers, FL 33907		North Hollywood, CA 91606

1.2 THE BUYER:

Name: Sopko Welding, Inc.

Physical Address: 2375 N. Holladay
Seaside, OR 97138

For the consideration of \$42,000.00 (forty-two thousand) 5 Star Equipment LLC brokering for Road Spedition LLC (the "Seller"), does hereby sell, assign and transfer to Sopko Welding, Inc. (the "Buyer") the following described machine (the "Object of sale"). The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

2. THE OBJECT OF SALE:

2.1 Type of Machine: Telehandler



2.2 Make: JLG

2.3 Model: G10-55A

2.4 Model Year: 2013

2.5 Serial Number: 0160049671

2.6 Hours: 3,418

3. OWNERSHIP:

3.1 The Seller guarantees that he/she is the true and lawful owner of the above-described Object of sale and that it is free of all encumbrances and any and all legal claims.

4. LEGAL AGE:

4.1 The Buyer is of legal age and legally competent to enter into this agreement.

5. TRANSFER OF OWNERSHIP AND COSTS:

5.1 The Parties agree to sign all documents necessary to transfer ownership of the Object of sale from the Seller onto the name of the Buyer on delivery and actual receipt of the Object of sale by the Seller.

6. PURCHASE PRICE:

6.1 The purchase price is the sum of \$40,000.00 (forty thousand) . The purchase price is to be paid in full by bank wire transfer.

6.2 Ownership of the Object of sale will only pass onto the Buyer once the bank honors the payment by wire transfer (method of payment agreed upon by both parties).



7. DELIVERY:

- 7.1 The Object of sale will only be delivered to the Buyer immediately once payment has been received as per 6.1
- 7.2 The Object of sale will be delivered to 2375 N. Holladay, Seaside, OR 97138.
- 7.3 The cost of delivery will amount to \$2,000.00 (two thousand) in addition to the purchase price as per 6.1.

8. WARRANTY:

- 8.1 The Seller warrants that (1) the Seller is the legal owner of the Object of sale; (2) the Object of sale is free from all liens and encumbrances; (3) the Seller has the right to sell the Object of sale.
- 8.2 The Seller warrants that the Object of sale will be fit for the purpose for which such goods are ordinarily intended.
- 8.3 Inspection of the Object of sale will be made by the Buyer upon delivery. If upon inspection the Object of sale is not fit for the purpose ordinarily intended or it is not in proper functional condition (as per 8.2), the Buyer must notify the Seller and claim a refund within 30 (thirty) days from the time of reception. The Seller warrants that will refund the Buyer within five business days of such claim and will handle the transportation of the Object of sale and cost thereof.
- 8.4 The Seller warrants that the Object of sale will be delivered free of the rightful claim of any person arising from patent or trademark infringement.

9. RISK OF LOSS:

- 9.1 The risk of loss from any casualty to the Object of sale, regardless of the cause, will be on the Seller until the Object of sale has been accepted by the Buyer.

10. EXCUSE FOR DELAY OR FAILURE TO PERFORM:

- 10.1 The Seller will not be liable in any way for any delay, non-delivery or default in shipment due to labor 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 Object of sale 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:

10.2 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.

11. CANCELLATION:

11.1 The Seller reserves the right to cancel this Agreement:

- a. if the Buyer fails to pay for the Object of sale;
- b. in the event of the Buyer's insolvency or bankruptcy;
- c. if the Seller deems that its prospect of payment is impaired.

11.2 The Buyer reserves the right to cancel this agreement if the Seller fails to deliver the Object of sale within 30 (thirty) days of signing and/or receipt of payment.

12. GENERAL PROVISIONS:

12.1 Headings are inserted for the 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.

12.2 All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.

12.3 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.

12.4 This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement.

12.5 This Agreement will be governed by and construed in accordance with the laws of the State of Florida.



12.6 Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of Florida on the date of execution of this Agreement.

12.7 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.

12.8 This Agreement will insure to the benefit of and be binding upon the Seller and the Buyer and their respective successors and assigns.

12.9 This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

SELLER:

A handwritten signature in blue ink, appearing to read 'C. King'.

5 STAR EQUIPMENT
107 6TH ST, FT. MAYERS, FL 33907
TEL. (239) 367-7020
WWW.5STAR-EQUIPMENT.COM

BUYER:

Signed on: 21st of January, 2022

By signing above, you acknowledge that you have read all pages of this contract. The undersigned purchaser and seller or representative thereof, hereby certifies that the above tangible property will be delivered by the seller or employee of the seller to the buyer and the information contained herein is true and correct.
