

**SALES AGREEMENT**

This Sales Agreement (the "Sales Agreement") is entered into by and between Advanced Chiropractic Equipment, LLC, a Texas limited liability company ("Seller"), and \$6,999.99, a \_\_\_\_\_, \_\_\_\_\_ ("Buyer") to be effective as of May \_\_\_, 2023.

In consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

- 1. **SALE:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Ring Dinger Table listed below (referred to as the "Equipment") in accordance with the terms and conditions specified herein:

| QUANTITY | MACHINE TYPE | MODEL/ FEATURE | SERIAL NUMBER | EQUIPMENT DESCRIPTION |
|----------|--------------|----------------|---------------|-----------------------|
|----------|--------------|----------------|---------------|-----------------------|

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- 2. **SALE PRICE:** The Sale Prices of the Equipment is \$6,999.99 plus applicable sales tax which Buyer agrees to pay Seller upon signing this Sales Agreement. A charge of 1 1/2% per month (or the rate otherwise permitted by law, whichever is lower) on the unpaid balance for any late payment will be due.
- 3. **DELIVERY:** Seller shall deliver, and Buyer shall accept delivery of the Equipment at \_\_\_\_\_. All shipping, installation and transit insurance costs shall be borne by Buyer. Equipment shall be shipped f.o.b. Point of Shipment.
- 4. **CLOSING DATE:** The closing date shall take place upon delivery of the Equipment.
- 5. **WARRANTY:** Seller warrants that the Equipment will be eligible for manufacturer's maintenance for a period of \_\_\_\_\_ months from the date of purchase. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT AND ALL WARRANTIES INCLUDING WARRANTIES OF, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT ARE HEREBY EXCLUDED. BUYER AGREES THAT SELLER WILL IN NO EVENT BE LIABLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING. SELLER'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF SUCH ITEM OF EQUIPMENT SET FORTH IN THIS AGREEMENT.**
- 6. **TERMS OF USE:** The Equipment is offered to you conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein.

7. **HIGH RISK ACTIVITY:** Buyer may choose to use the Equipment while performing chiropractic adjustments. Participation in this activity is associated with a level of risk. Risks include, but are not limited to, serious physical injury, disability and/or death. By buying, using, or allowing the use of Equipment, you understand and agree that chiropractic adjustment contains risk and, to the extent permitted by law, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR OTHER PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES. ADDITIONALLY, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM ANY THIRD-PARTY CLAIMS ARISING FROM SUCH ACTIVITY OR OTHER USE OF THE EQUIPMENT.
8. **INSPECT BEFORE EACH USE:** The Equipment must be inspected for use to ensure it has not been damaged in shipment. If damaged, do not use and immediately return the Equipment to Seller for a replacement.
9. **ENTIRE OBLIGATION:** This Agreement states the entire obligation of Seller with respect to the Equipment. If any part of this disclaimer is determined to be void, unenforceable or illegal, including, but not limited to, the warranty disclaimers and liability disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect.
10. **TITLE:** Title to the Equipment free and clear of all liens, claims and encumbrances of any kind shall vest in Buyer upon payment by Buyer to Seller of the full Sales Price required to be paid pursuant to Paragraph 2 hereof.
11. **TAXES:** Buyer will be responsible for and shall pay all applicable taxes, fees, levies, imposts, duties, withholdings or other charges (including any interest and penalties thereon), if any, imposed by any taxing authorities by reason of the sale and delivery herein provided for. In the event Buyer is purchasing for resale, a duly executed resale certificate shall be delivered to Seller on the Closing Date for the State where delivery takes place.
12. **NOTICES:** Any notice hereunder shall be in writing and shall be deemed to be given when delivered, including but not limited to overnight courier or electronic transmission or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid and addressed to Buyer or Seller at its respective address shown on the signature page to this Agreement, or to either party at such other address it has designated as its address for purposes of notice hereunder.
13. **MISCELLANEOUS**
  - A. This Agreement constitutes the entire agreement between Seller and Buyer with respect to the sale and purchase of the Equipment and supersedes all prior and concurrent offers, promises, representations, negotiations, discussions and agreements that may have been made in connection with the sale of the Equipment. No representation or statement not contained herein shall be binding upon Seller or

Buyer as a warranty or otherwise unless in writing and executed by the party to be bound thereby. If Buyer does not sign this Agreement and return the signed copy of this Agreement to Seller within thirty (30) days of the Agreement Date, this Agreement may be voided at Seller's election.

- B. Buyer shall not assign its rights under this Agreement unless it has obtained the prior written consent of Seller. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- C. This Agreement shall be governed by construed in accordance with the internal laws of the State of Texas including all matters of construction, validity, performance and enforcement.
- D. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.
- E. No revision or modification of this Agreement shall be effective unless it is in writing and signed by duly authorized officers of Buyer and Seller.
- F. Seller shall be entitled to recover any out-of-pocket costs and expenses incurred in connection with the enforcement of this Agreement, including, without limitation, court costs and reasonable attorney's fees.
- G. Buyer is responsible for arranging for the installation of the Equipment and for notifying Buyer's maintenance provider if used equipment has been installed.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

If this Agreement is not executed by both parties and returned to Seller on May \_\_\_\_, 2023, Seller may terminate this Agreement without notice.

SELLER:

BUYER:

Advanced Chiropractic Equipment, LLC

By: \_\_\_\_\_  
Greg Johnson, D.C.

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Address: