



PURCHASE AND SALE AGREEMENT
X-1 Mini (Pre Orders)

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made effective as of _____, by and between Pomeroy Equipment Co. DBA Goodnature, a Nevada corporation ("Seller"), and the customer listed on the signature page hereto ("Buyer").

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, on the terms and subject to the conditions of this Agreement, certain products as specified in this Agreement.

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

1. **Applicability: Entire Agreement** The terms and conditions of sale (the "**Terms**") in this Agreement are the only terms and conditions that govern the sale of the X-1 Mini Core or the X-1 Mini Pro ("**Products**"). This Agreement comprises the entire agreement between the Seller and the Buyer and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both written and oral. No other or additional terms or conditions are or will be accepted and are expressly rejected. This Agreement prevails over any of Buyer's general terms and conditions of purchase regardless whether or when the Buyer has submitted its purchase order or such terms. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these terms.
2. **Products**. Subject to this Agreement, Buyer shall purchase from Seller, and Seller shall sell to Buyer, the Products listed in Buyer's order on the Seller's website www.goodnature.com (the "**Website**"). Buyer understands that the Product(s) are being pre-ordered and fulfillment is subject to the production of the Product. The pre-order entitles the Buyer to the following pre-order incentives: (i) early priority to receive the Product, and (ii) if Buyer is one of the first 50 customers to order the Product, Buyer will receive Seller's two-year extended warranty on parts and labor for free, for a total warranty of three years (see Section 8 and Extended Warranty terms for warranty coverage and exclusions).
3. **Purchase Price and Payment**. Buyer agrees to pay Seller _____ for the pre-ordered Product(s) (the "**Purchase Price**"). The Purchase Price shall be paid by Buyer as follows:

(a) A \$5,000.00 deposit (the "**Deposit**") shall be paid by Buyer to Seller contemporaneously with execution and delivery of this Agreement. After having received the Agreement, Seller will send a confirmation email with the order number, estimated ship date, taxes, delivery fees, and any other additional details of the items ordered (the "**Confirmation Email**"). The Deposit shall be refundable **only if** the order is cancelled within three (3) business days after Buyer has received the Confirmation Email. Buyer may cancel the order and this Agreement at any time prior to shipment of the Product by providing notice to Seller as specified in Section 16(c), but, subject to Section 3(c), the Deposit shall be forfeited unless the order was cancelled and the Agreement was terminated within the three (3) business day time period after the Confirmation Email was received.

(b) The balance of the Purchase Price must be paid within five (5) business days after Buyer receives notice of the production of such Products from Seller (the "**Notice**"). All Products must be paid in full prior to delivery. In the event that the balance of the Purchase Price is not paid within five (5) business days after the Notice has been received, the pre-order may be cancelled at any time after such five (5) business day period, at the option of Seller, and in such event, this Agreement shall be deemed immediately terminated. In addition, Buyer shall forfeit the Deposit and any pre-order incentives. Any delay in payment, whether or not Seller exercises its right to terminate this Agreement, shall delay Buyer's order and reduce Buyer's priority position to obtain the Product.

(c) In the unlikely event that the Product does not become available by July 1, 2018, Buyer shall have the option to cancel the order by giving written notice to Seller. Upon receipt of written notice of termination after July 1, 2018, the order and this Agreement shall be deemed terminated and the Deposit shall be refunded to Buyer.

(d) Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of shipping and handling costs. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage. Buyer shall make all payments hereunder by credit card or wire transfer and in US dollars.

4. **Taxes.** Seller's prices do not include sales, use, VAT, excise, occupation, processing, transportation or other similar taxes which Seller may be required to pay or collect with respect to any of the Product covered hereby under existing or future law. All taxes shall be paid by Buyer, or Buyer shall provide Seller with a tax exemption certificate acceptable to the appropriate taxing authorities. Buyer shall also assume and pay any import or export duties and taxes, with respect to the Products, and shall hold harmless, indemnify, and reimburse Seller therefrom.
5. **Delivery.** Unless otherwise set forth on the quotation, Seller will arrange for the shipment of the Products to Buyer and Buyer will pay for all shipping, insurance, and handling fees as set forth in the order. Title and all risk of loss with respect to the products passes upon delivery to Buyer. All shipping dates are approximate (and not guaranteed) and Seller shall not be liable for loss or damage because of delays in delivery of the Product(s). With respect to the delivery date of the Product(s), time is not of the essence unless otherwise agreed to in a writing signed by Seller.
6. **Inspection.** Buyer acknowledges and agrees that ten (10) days after receipt of the Product(s) will provide Buyer with a reasonable opportunity to inspect the Product(s) for the purpose of determining whether the Product(s)

conform to the order. Buyer's failure to inspect within said ten (10) day period shall constitute a waiver of Buyer's right of inspection and rejection (including any claims for shortages), and such Products shall be deemed accepted by Buyer.

7. **Returns and Restocking.** Product(s) may be returned to Seller within 30 days after delivery (the "**Return Period**"). In order to be eligible for return, Product(s) must be unused, unopened, and in their original packaging and returned within the Return Period. Buyer shall be responsible for any and all shipping and insurance costs for delivery of the returned Product(s) to Seller's facility and shall bear risk of loss until received at Seller's facility, along with a minimum restocking of 15% of the Purchase Price for such Product(s).

8. **Warranty.**

(a) Seller warrants to the Buyer that, for a period of one (1) year from the date of its delivery of the Product(s), the Product(s) will be free from defects in workmanship and materials. An extended warranty may be purchased by Buyer at additional cost to Buyer.

(b) Seller's warranty set forth in Section 8(a) shall not apply to any Product components that experience normal wear and tear such as: press bags, press racks, grinder blades, grinder discs, shredder discs, pressing chambers, filter bags, bag connectors, funnels, juice trays, juice buckets, juice collection funnels, vibration pads, bag connectors, press racks, rubber seals, backing plates, hopper knobs, and hopper gaskets.

(c) IN THE EVENT OF ANY BREACH OF THE LIMITED WARRANTY IN SECTION 8(A), SELLER'S SOLE OBLIGATION SHALL BE EXCLUSIVELY LIMITED TO, AT THE OPTION OF SELLER, REPAIR OR REPLACEMENT, FCA SELLER'S DELIVERY POINT, OF ANY PARTS THAT SELLER DETERMINES TO HAVE BEEN DEFECTIVE, OR A FULL REFUND OF THE PURCHASE PRICE UPON RETURN OF THE PRODUCT(S) TO SELLER. In the event that Seller elects to repair or replace any parts that Seller has determined to be defective, Seller will pay shipping (within the U.S. only) to Seller's designated location for repair or replacement. If, and only if, Seller has agreed that Buyer may (at Seller's expense) hire or otherwise engage a third party technician in connection with such repair or replacement work, then in such case such third party technician must: (i) be approved by Seller; and (ii) communicate with the Seller employee-technician prior to commencing any such work and shall follow the instructions of the Seller employee-technician.

(d) EXCEPT FOR THE WARRANTY SET FORTH IN 8(A) ABOVE, SELLER MAKES NO OTHER WARRANTIES WITH RESPECT TO ANY PRODUCT(S), WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY AND/OR THOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR FROM ANY COURSE OF DEALING OR USE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. **SELLER DOES NOT WARRANT OR GUARANTY THAT BUYER WILL REALIZE ANY RESULTS BY VIRTUE OF THE USE OF THE PRODUCTS.** ANY ORAL OR WRITTEN STATEMENT, INFORMATION OR ADVICE GIVEN OR MADE BY SELLER OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR DISTRIBUTORS ABOUT THE PRODUCTS OR THE PERFORMANCE OF THE PRODUCTS: (A) SHALL NOT CONSTITUTE A SELLER REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTY; (B) SHALL NOT BE RELIED UPON BY BUYER OR ANY OTHER PERSON; AND (C) IS NOT A PART OF THE WARRANTY.

(e) The Seller shall not be liable for a breach of the warranties set forth in Section

8(a) unless: (i) Buyer gives written notice of the defective Products reasonably described, to Seller within one year from Seller's delivery of the Products; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 8(a) to examine such Products and Buyer (if requested to do so by Seller) returns such Products to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Products are defective. The Seller shall not be liable for a breach of the warranty set forth in Section 8(a) if: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of Seller.

(f) THE REMEDIES SET FORTH IN THIS SECTION 8 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 9A.

9. **Shelf Life and Food Safety Disclaimer.** Seller provides no warranty regarding shelf life or food safety related to any food or beverage products created through use of its Products. It is Buyer's responsibility to ensure food safety and comply with all applicable laws and regulations concerning food safety. Seller is not responsible for any damage or loss, medically or otherwise, resulting from Buyer's products or ingestion of juices prepared by Buyer using Seller's Products (including, without limitation, any recipes or guidelines).

10. **Indemnification.** Buyer agrees to defend, indemnify, and hold harmless Seller and each of its affiliates and each of their respective directors, officers, managers, members, employees, agents, successors and assigns (collectively, "**Indemnified Parties**") against damage, loss, liability, cost or expense (including reasonable attorneys' fees) incurred by any Indemnified Party arising out of or resulting from any third party claim arising out of or relating to any products sold by Buyer.

11. **Limitation of Liability.**

(a) IN NO EVENT SHALL SELLER, ITS AFFILIATES OR EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY DEFINED AS "GOODNATURE PRODUCTS, INC. GROUP") BE LIABLE FOR, AND BUYER SHALL DEFEND, INDEMNIFY AND RELEASE GOODNATURE PRODUCTS, INC. GROUP FROM AND AGAINST ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (COLLECTIVELY DEFINED AS "CONSEQUENTIAL DAMAGES"), WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS, PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF GOODNATURE PRODUCTS, INC. GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY, WHETHER ASSERTED IN CONTRACT, TORT OR OTHER THEORY OF LAW.

(b) SELLER'S MAXIMUM LIABILITY TO BUYER WITH RESPECT TO THE PRODUCT(S) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT(S) THAT ARE THE SUBJECT OF THE APPLICABLE CLAIM.

(c) The limitation of liability set forth in this Section 11 shall apply to the maximum extent permitted by law.

12. **Proprietary Information.** Seller shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the Products sold to Buyer. All such information and documents disclosed or delivered by Seller to Buyer: (i) are to be deemed proprietary to Seller; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of Seller; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, and maintenance of the Products sold to Buyer under this Agreement, and not for any other purpose. Buyer will not reverse-engineer or otherwise modify the Products, and will not disassemble or disconnect any components of the Products without the advance written consent of Seller. No photographs, representations, drawings, CAD designs or the like of the Products that would allow a skilled engineer to learn anything material regarding the Products may be created without the advance written notice of Seller.
13. **Intellectual Property.** Seller will defend and hold Buyer free and harmless in a suit or proceeding brought against Buyer insofar as it is based on a claim that use of the Products by Buyer constitutes an infringement of any existing U.S. Patents, provided, however, that Buyer gives Seller prompt written notice of such suit or proceeding; permits Seller, through its counsel, to defend and/or settle the same; and gives Seller all necessary information, assistance and authority to enable Seller to do so. If Buyer's use of the Products is held to constitute infringement and further use is enjoined, Seller shall, at its option, either: (i) procure for Buyer the right to continue using the Products; (ii) replace the Products with non-infringing goods; (iii) modify the Products to non-infringing goods, or (iv) if none of the foregoing options are commercially feasible, refund the purchase price of the affected Products. The foregoing states Seller's entire liability for patent infringement. Seller shall have no obligation under this Section 13 to the extent a claim is based upon (a) the combination, operation or use of the Products with equipment, products, hardware, software, systems or data that was not provided by Seller, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) Buyer's use of the Product in any manner inconsistent with Seller's written materials regarding the use of such Product. This Section states Seller's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the Products sold hereunder or any part thereof and is subject to the other limitations contained in this Agreement.
14. **Products For Export.** If the ultimate destination of the Products is outside of the United States, the parties agree that Convention on the Contracts for the International Sale of Goods does not apply in any way to this Agreement, and Buyer shall designate such country of destination on the Order Form. In the event that Buyer purchases Products for export without so notifying Seller, Seller reserves the right to cancel this Agreement at no penalty or liability for breach in the event that Seller objects to the ultimate destination of the Products. Buyer shall comply with all export and import laws of all countries involved in the sale of Products under this Agreement. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Buyer will have sole liability and shall defend, indemnify and release Seller for any loss or damage

(including without limitation, claims of governmental authorities) arising from import into another country of such Products, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the Products. Buyer shall be responsible for any and all costs, duties and taxes relating to any importation of the Product(s). Buyer will not take, and will not solicit Seller to take, any action which would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities and shall defend, indemnify, and reimburse Seller for any loss or damage arising out of or related to such actions.

15. **Force Majeure.** Seller shall not be liable to Buyer for any breach of this Agreement to the extent any such breach is due to any cause which is beyond the reasonable control of Seller, including fire, explosion, flood, or other acts of God; acts, regulations, or laws of any government; war, terrorist threats or acts, or civil commotion; strike, lock-out or labor disturbances; failure to procure labor; inability or delay in procuring adequate or suitable materials; power outage; telecommunication breakdown; or restraints or delays affecting carriers.

16. **Miscellaneous.**

(a) **Governing Law; Jurisdiction/Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without reference to conflicts of law principles. For purposes of litigating any claim or dispute arising from or related to this Agreement, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the New York State courts located in Erie County, New York, or of any federal court located in the Western District of New York, and agree that such litigation shall be conducted before those courts, and expressly waive all rights to challenge the jurisdiction and venue of those courts.

(b) **Notices.** All notices hereunder will be in writing to the Buyer or to the Seller as indicated on the website at its address entered into the website. Each party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). A notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this Section.

(c) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party except for any assignment in connection with a change of control of the assigning party (including a sale of substantially all of its assets). Any assignment or any attempted assignment in contravention of this Section shall be void and without effect.

(d) **Binding Provisions.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and all other successors in interest, subject to the restrictions on assignment set forth in this Agreement.

(e) **Captions.** The paragraph captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the paragraphs of this Agreement, nor in any way affect this Agreement.

(f) **Partial Invalidity or Waiver.** The waiver of any breach of any provisions of

this Agreement by either party shall not operate or be construed as a subsequent waiver by either party of any term or condition of this Agreement. In case any one or more of the provisions contained in this Agreement shall, for any reason, be declared invalid, illegal or unenforceable, such declarations shall not affect any other provisions of this Agreement, but, shall be interpreted, without such unenforceable provision or portion thereof so as to give effect, in so far as possible, to the original intent of the parties and shall otherwise be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

BY SIGNING BELOW, BUYER ACKNOWLEDGES (1) RECEIPT OF THE AGREEMENT AND (2) THAT IT HAS READ THE AGREEMENT, UNDERSTANDS AND AGREES TO ITS TERMS AND HAS HAD THE OPORTUNITY TO ASK SELLER QUESTIONS REGARDING THE AGREEMENT.

Company: _____

By: _____

Name: _____

Title: _____

Dated: _____