

# CONTRACT FOR THE PURCHASE AND SUPPLY OF GOODS

This Deed of Agreement is entered into as of the Effective Date identified below.

**BOOETWEEN** Hoopla of Santa Ana, California To be known as the Hoopla **AND:** The VEI Regional Office To be known as the VEI in this agreement

**WHEREAS** Hoopla desires to enter into an agreement to supply VEI with packages To be known as Hoopack in this Agreement.

**NOW IT IS HEREBY AGREED** that Hoopla and VEI shall enter into an agreement subject to the following terms and conditions:

## 1. Definitions and Interpretations

- 1.1 Price, Dollars or \$ is a reference to the currency of the United States of America unless otherwise stated.
- 1.2 This agreement shall be governed by United States law, and the parties hereby agree to submit to the jurisdiction of the Courts of the United States with respect to this agreement.

## 2. Commencement and Completion

The commencement date is scheduled as of November 1, 2018. The completion date is scheduled as May 31, 2019. The schedule may be modified by agreement as defined in Section 9. Effective date of this agreement: The first day of November 2018

Teri Jones  
California Regional Director,  
18543 Devonshire Street, Suite 472  
Northridge, CA 91324

Desteny Mejia  
Vice President of Sales  
1401 S. Grand Avenue  
Santa Ana, CA 92705

## 3. Purchase Orders

- 3.1 VEI shall follow the Hoopla price lists.
- 3.2 VEI shall present Hoopla with a purchase order for the provision of varies Hoopla for their theme parks within 7 days of the commencement date.
- 3.3 The purchase order shall nominate the method of delivery as defined in Section 4.
- 3.4 Purchase orders are to be sent electronically, and are to be interpreted under standards and guidelines outlined in Supplement A.

## 4. Delivery

- 4.1 VEI shall arrange for delivery to be made according to one of the following terms: The shipping and insurance of the Hoopack shall be the responsibility of the Hoopla . VEI shall provide the Hoopla at least 7 days notice and pay the carriage and insurance costs from the Hoopla delivery price list.

## **5. Payment**

- 5.1 The payment terms shall be in full upon receipt of invoice. Interest shall be charged at 25% on accounts not paid within 14 days of the invoice date. The prices shall be as stated in the sales order unless otherwise agreed in writing by the Hoopla .
- 5.2 Payments are to be sent electronically, and are to be performed under standards and guidelines outlined in Supplement B.

## **6. Rejection**

- 6.1 If the electronic devices and accessories do not comply with the Order or the Hoopla does not comply with any of the conditions, then VEI shall at its sole discretion be entitled to reject the Hoopack and the Order. VEI shall return the rejected Hoopack to the Hoopla at VEI risk and expense or notify the Hoopla to collect the Hoopack. The Hoopla may use its discretion to replace the Hoopack according to the invoice or refund any monies paid.

## **7. Termination**

- 7.1 If VEI fails to carry out any of its obligations and duties under this agreement Hoopla may issue a notice specifying the breach and request that it be remedied within 14 days after receipt of such notice.
- 7.2 If VEI fails to provide adequate remedy within the specified 14 days the agreement may be terminated forthwith.

## **8. Disputes**

- 8.1 Hoopla and VEI shall attempt to settle all disputes, claims or controversies arising under or in connection with the agreement through consultation and negotiations in good faith and a spirit of mutual cooperation.
- 8.2 This method of determination of any dispute is without prejudice to the right of any party to have the matter judicially determined by a United States Court of competent jurisdiction.

## **9. Amendment**

9.1 This agreement may only be amended in writing signed by or on behalf of both parties.

**SIGNATURES**

In witness where of Hoopla and VEI have caused this agreement to be entered into by their duly authorized representatives as of the effective date written below.

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Seller: Desteny Mejia, Vice President of Sales Date

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Buyer: Teri Jones, California Regional Director, VEI Date