



**ALL PRO COOLERS**  
WALK-IN COOLERS & FREEZERS  
**PURCHASE AGREEMENT**

This PURCHASE AGREEMENT (hereinafter referred to as the "**Agreement**") is between **ALL PRO COOLERS, LLC** (hereinafter, "**Seller**") and the "Buyer" as defined herein (collectively the "**Parties**" and each a "**Party**").

- 1. EFFECTIVE DATE.** This Agreement will become effective, according to Seller's local time, upon Seller's receipt of a fifty percent (50%) downpayment from the Buyer.
- 2. PURCHASE PRICE.** The total purchase price for the "Goods," as defined herein, is \$\_\_\_\_\_. The remaining balance is due the date of delivery.
- 3. DESCRIPTION OF GOODS.** Seller has agreed to sell, and Buyer has agreed to purchase, the goods described in the estimate and/or invoice issued to Buyer, which Buyer has either submitted payment or agreed to submit payment (hereinafter the "Goods"). The Estimate incorporated into this Agreement by reference is Estimate#\_\_\_\_\_.
- 4. DELIVERY.** Seller shall sell, transfer, and deliver the Goods to Buyer on or before \_\_\_\_\_ (delivery date) to the Buyer's address listed in Section 19 herein.
- 5. SHIPMENT.** Buyer is responsible for paying the cost of shipment as enumerated in the accepted and paid Estimate and/or Invoice.
- 6. RISK OF LOSS; TRANSFER OF TITLE.** Title to the Goods and risk of loss of the Goods will pass to Buyer upon delivery of the Goods to Buyer, or Buyer's agent at the delivery address set forth herein. As such, Seller will bear the risk of loss of the Goods during shipment.
- 7. INSPECTION OF GOODS; ACCEPTANCE.** Buyer shall have the right to inspect the Goods on arrival, and, within twenty four (24) hours notify after delivery, Buyer must give notice to Seller of any dispute or claim for damages on account of condition, quality, grade, or other nonconformance of the Goods, and Buyer must specify the basis of its claim in detail. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the Goods by Buyer. If Buyer gives Seller notice of a dispute or claim within 1 business days, Seller then has thirty (30) business days to cure such dispute or claim, and Seller's failure to cure will be a default under this Agreement. If Seller does not remedy the dispute or claim within this time, Buyer may choose to cancel this Agreement; return the goods, at Seller's expense; and receive its money back for the total amount of the purchase price. Alternatively, Buyer may choose to credit the purchase price against past or future transactions with Seller.

- 8. EVENTS OF DEFAULT.** Without limitation, the following shall be events of default and material breaches under this Agreement:
- a. Seller's failure to deliver the Goods on or before the delivery date specified herein
  - b. Buyer's failure to pay the total purchase price on or before the date specified herein
  - c. Seller's failure to cure after receiving the appropriate notice of a dispute or claim from Buyer
- 9. REMEDIES.** Upon receiving notice of default or breach of this Agreement, the Party receiving such notice shall have sixty (60) business days to cure the default or breach. If the Party receiving such notice is unable to cure the default or breach within this time, then the non-breaching Party will be entitled to cancel the contract and recoup its losses from the breaching Party. Upon enforcing this Agreement in court or through binding arbitration, the prevailing Party shall be entitled to recover from the other, the prevailing Party's losses, damages, and costs, including, without limitation, reasonable attorney's fees and costs, incurred in connection with enforcing this Agreement, in addition to any other rights or remedies available at law, in equity, or by statute.
- 10. TAXES.** Buyer shall pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this Agreement.
- 11. COMPLIANCE WITH LAWS.** It is Buyer's responsibility to assure complete compliance with all international, federal, state, or local laws, regulations, codes, and rulings that are applicable by any regulatory or certifying governmental agencies that in any manner affect the Goods set forth in this Agreement and shall comply with the laws. All necessary permits, licenses, approvals, and inspection fees and sales or use taxes mandated under this Agreement shall be secured by Buyer.
- 12. GOVERNING LAW.** The Parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the **State of Florida**.
- 13. WAIVER.** Any of the provisions herein may be waived by the Party entitled to the benefit thereof; however, neither Party shall be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.
- 14. SELLER WARRANTIES.** Seller hereby warrants and represents to Buyer as follows:

- a. **Marketable Title.** Seller owns and has good and marketable title to the property being conveyed herein, free and clear of any pledges, liens, judgments, encumbrances, security interests, claims, or contract rights, and further promises and covenants to refrain from so encumbering the same after the date of execution of this Agreement.
- b. **Authority.** Each Party mutually warrants to the other that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the entering into of this Agreement and the performance of its obligations does not violate, and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any contract with a third party.
- c. **No Conflict.** The execution and performance of this Agreement will not violate any agreements to which Seller is a party or any federal, state, or local laws, rules, or regulations.
- d. **Survival of Warranties.** Seller's representations, warranties, and covenants shall be true and complete as of the date hereof and as of the closing and shall survive the closing and the transactions contemplated by this Agreement.
- e. **Disclaimer of Implied Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF NON-INFRINGEMENT.
- f. **Express Warranties.** Subject to the limitations in these Terms, Seller warrants to Buyer only, and not Buyer's customers or any other third parties or subsequent purchasers, that all walk-in panels will be free from significant operational defects in material and workmanship for a period of ten (10) years from the date of sale as shown on the invoice; that all refrigerator doors will be free from significant operational defects in material and workmanship for a period of five (5) years from the date of sale as shown on the invoice; and that all parts necessary for a refrigeration unit to function shall be free from significant operational defects in material and workmanship for a period of one (1) year from the date of sale as shown on the invoice. A Warranty replacement or repair of a claimed defective Good shall not have the effect of any Warranty period. Each Warranty is valid only if Buyer (a) notifies Seller in writing within thirty (30) days from when the Buyer

discovered or should have discovered any alleged nonconformity; (b) the Products are returned to Seller for inspection and testing; (c) Seller's ' inspection discloses to its satisfaction that any alleged nonconformance are material and have not been caused by misuse, neglect, wear and tear, improper installation, unsuitable storage, repair, alteration, or accident; and (d) the Products were installed, maintained and used in accordance with Seller's and manufacturer's instructions, if any.

15. **ASSIGNMENT; DELEGATION.** Buyer may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of Seller. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.
16. **BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their legal representatives, successors, and assigns.
17. **INDEMNIFICATION; DAMAGES; LIMITATIONS.** It is agreed that Buyer shall, at its cost and expense, defend, indemnify, protect, and hold harmless Seller from and against any and all claims arising out of or related to (i) a breach of a covenant, representation, or warranty set forth in this Agreement; and/or (ii) the activities or omissions of Seller in connection with this Agreement, including but not limited to, negligence, wrongful act or misrepresentation, errors, or omissions. Buyer's duty to appear, defend, indemnify, and hold Seller harmless shall not extend to a claim that is the result of Seller's sole negligence or willful misconduct. In any and all claims against Seller by any employee of Buyer, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Buyer under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
  - a. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT (INCLUDING LOSS OF PROFIT AND BUSINESS OPPORTUNITIES), INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING HEREFROM OR RELATED HERETO IN ANY CAUSE OF ACTION OF ANY KIND, EVEN IF ADVISED OF, OR AWARE OF, THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR EVERY REASON SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CONSIDERATION AND ASSOCIATED FEES ACTUALLY PAID BY BUYER TO SELLER PURSUANT HERETO OR RECEIVED BY SELLER UNDER ANY INSURANCE POLICY REQUIRED TO BE MAINTAINED HEREIN.**
  - b. The parties agree to act in a commercially reasonable manner that will serve to mitigate any and all losses that may be incurred by the other Party through the

timely communication of any and all issues that may arise during the performance under this Agreement.

- 18. **LIMITATION OF ACTIONS.** No action arising out of or relating to this Agreement or the transactions it contemplates may be commenced against Seller more than twelve (12) months after the basis for such claim could reasonably have been discovered, except as necessary to enforce an Express Warranty as contained herein.
- 19. **NOTICE.** Any notice required or permitted under this Agreement shall be in writing and delivered in accordance with the provisions of this paragraph. Such notice, if delivered by electronic mail, shall be delivered to Seller at **allprocoolersbusiness@gmail.com** and to Buyer at \_\_\_\_\_ (buyer’s email address). Such notice, if delivered by personal delivery or U.S. mail, shall be delivered to the Parties at the addresses specified below:

<b>Buyer Address</b>	<b>Seller Address</b>
_____	1908 Dobbins Bridge Rd
_____	Anderson, SC
_____	29626

- 20. **NON-EXCLUSIVE ENGAGEMENT.** Seller reserves the right to offer Goods of any kind or nature whatsoever to any person or entity as Seller, in its sole discretion, deems appropriate. Buyer acknowledges that this is a non-exclusive agreement, and that Seller markets its services and Goods to others.
- 21. **FORCE MAJEURE.** Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.
- 22. **SEVERABILITY.** In the event any provision or sub-provision of this Agreement is held to be void, invalid, or unenforceable in any respect, then the same shall not affect the remaining provisions or sub-provisions hereof, which shall continue in full force and effect.
- 23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may not be changed orally and may only be amended or modified in writing executed by both Parties hereto. This Agreement supersedes all other agreements, whether written or oral, between the Parties.
- 24. **HEADINGS.** The headings used in this Agreement are for convenience only and are not relevant to the interpretation of the provisions contained therein.

- 25. ORDER OF PROCEDURE.** In the event of any conflict, ambiguity, or inconsistency between or among the terms and conditions of the Agreement and any statement of work or invoice, the terms and conditions of this Agreement shall control.
- 26. COUNTERPARTS; FACSIMILES; ELECTRONIC SIGNATURE.** This Agreement may be signed in one or more counterparts, which together will form a single Agreement, and may also be signed electronically.
- 27. ADDITIONAL TERMS AND CONDITIONS.** The Parties further agree to the following terms and conditions:
- a. THIS CONTRACT **DOES NOT** INCLUDE SERVICES FOR THE INSTALLATION OF REFRIGERATION EQUIPMENT, PIPING, WIRING, PERMITTING, OR "STARTUP" OF REFRIGERATION EQUIPMENT.
  - b. ALL DOWN-PAYMENTS ARE NON-REFUNDABLE.
  - c. THE CONTRACT PRICE **DOES NOT** INCLUDE SERVICE CALLS BY SELLER TO THE BUYER'S PREMISES. SELLER RESERVES THE RIGHT TO ASSESS REASONABLE FEES AND COSTS ASSOCIATED WITH SERVICE CALLS AT A RATE OF ONE HUNDRED DOLLARS (\$100.00) PER HOUR.
  - d. IF BUYER RESCHEDULES A DELIVERY DATE WITHIN TWO WEEKS OF THE EXPECTED DELIVERY DATE, SELLER RESERVES THE RIGHT TO ASSESS A ONE THOUSAND FIVE HUNDRED DOLLAR (\$1,500.00) CONVENIENCE FEE TO BUYER'S ACCOUNT

Each Party acknowledges that it has read this entire Agreement, has had an opportunity to bargain the terms, understands the terms, and hereby agrees to be bound by the terms herein.

**ALL PRO COOLERS, LLC**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Name: \_\_\_\_\_

**BUYER / AGENT FOR BUYER**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

Name: \_\_\_\_\_