

SALES AGREEMENT

This Sales Agreement (this "Agreement") is entered into as of the 18 day of January, 2018, by and between Ramon J McMillan located at 4736 Edgewood Road, Memphis, TN 38115 ("Seller") and Gerald I Lockhart located at 477 Romano Street, Lexington, MA 02421 ("Buyer"). Each Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. Sale of Goods. Seller agrees to sell, and Buyer agrees to purchase the following items in the following quantities and at the prices (the "Goods"):

Description of Goods	Quantity	Price Per Unit
Baseball cards	5	\$100.00

2. Purchase Price. Buyer will pay to Seller for the Goods and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of \$500.00. Unless otherwise stated, Buyer shall be responsible for all taxes in connection with the purchase of Goods in this Agreement.

3. Payment. Seller shall invoice Buyer upon the shipment of the Goods. Unless otherwise stated, payment for the Goods is due within fifteen (15) days of the date of Seller's invoice, which date will not be before the date of Seller's delivery of the Goods.

4. Delivery. Seller shall ship the Goods to Buyer on or before February 01, 2018 to the following address: 477 Romano Street, Lexington, MA 02421. Buyer will pay for any shipping costs. It shall constitute an acceptance of delivery of the Goods once Buyer has received the Goods at the specified location.

5. Risk of Loss. Title to and risk of loss of the Goods shall pass to Buyer upon shipment of the Goods in accordance with this Agreement.

6. Warranties. Buyer acknowledges that it has not relied on, and Seller has not made, any representations or warranties with respect to the quality or condition of the Goods, and it is purchasing the Goods on an "as is" basis. Seller expressly disclaims all warranties, whether express or implied, including any implied warranty of merchantability or fitness.

7. Security Interest. Buyer hereby grants to Seller a security interest in the Goods, until Buyer has paid Seller in full for the Goods. Buyer shall sign and deliver to Seller any document needed to perfect the security interest in the Goods that Seller reasonably requests.

8. Seller Representations and Warranties. Seller warrants that the goods are free, and at the time of delivery will be free, from any security interest or other lien or encumbrance. Seller warrants that there are no outstanding titles or claims of title hostile to the rights of Seller in the Goods.

9. Force Majeure. Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.

10. Limitation of Liability. Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Seller has been advised of the possibility of any such damage. In no event will Seller's liability exceed the price paid by Buyer to Seller for the Goods giving rise to the claim or cause of action.

11. Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

12. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, not including its conflicts of law provisions.

13. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

15. Notices. Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

16. Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

17. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Buyer Signature

Gerald I Lockhart
Buyer Full Name

Seller Signature

Ramon J McMillan

Seller Full Name

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GENERAL INSTRUCTIONS

What is a Sales Agreement?

A Sales Agreement is a written document between a buyer who wants to purchase goods and a seller who owns those goods and wants to sell them. In general, goods are something that you can use or consume that are moveable at the time of the sale, including watches, clothing, books, toys, furniture, and cars.

A Sales Agreement may also be called:

- Agreement for Sale of Goods
- Sale of Goods Agreement
- Agreement to Sell
- Sales Contract
- Contract for Sale of Goods
- Purchase and Sales Agreement

When Do You Need One?

After finally opening your own small widget store, you'll want to start turning a profit. On a larger scale, maybe you are a wine distributor looking to enter into a long-term, high volume contract with a chain of restaurants, and want to maximize your profits on a specialty wine popular at the moment. Or maybe you are a widget connoisseur looking to purchase widgets for your collection, or a local restaurant trying to expand your wine list and selection. Either way, you'll want to make sure that you have an agreement in writing to ensure that it's smooth sailing until the money and goods have been exchanged, and both you and the other party will want to know what to do if there are any hiccups along the way. This agreement can be used for a range of sales of goods, from small-scale purchases to large-scale contracts.

The Consequences of Not Using One

If you don't have a Sales Agreement, you risk failing to understand your contractual rights and obligations, the economic consequences of the risks, and the legal remedies and protections available to you at law.

This agreement lays a strong foundation and framework for all steps in an otherwise complicated process and provides how to address and remedy them should something go wrong.

A successful individual or business relies on being able to maximize profits by anticipating the largest sales periods and knowing how much inventory is needed to meet the demand. Without a sales agreement, you or your business may not be able to sell or secure inventory at the best prices, failing to maximize profits. Your buyer may suddenly decide not to buy from you, in which case you would be left with unexpected inventory and no recourse. Or your seller may find a buyer willing to pay more, leaving you with no inventory and angry customers.

A simple Sales Agreement can help guarantee the following:

SELLER

- Guarantees the buyer will purchase a specific amount of goods
- Guarantees the buyer will purchase the goods at a specific time
- Guarantees the buyer will purchase the goods for a specific price
- Guarantees the buyer will not back out of a promise after seller has devoted capital to produce the goods
- Guarantees the buyer certain remedies should the seller breach

BUYER

- Guarantees the seller will supply a specific amount of goods
- Guarantees the seller will supply the goods at a specific time
- Guarantees the seller will supply the goods for a specific price
- Guarantees the buyer will be unaffected by market changes
- Guarantees the seller certain remedies should the buyer breach