

TapDancing Lizard ® LLC Contract for Sale of Goods

TapDancing Lizard ® LLC is parent company for Ancient Sunrise ™ Henna for Hair kit products.

This Contract for Sale of Goods is made this ___ day of _____, 20__ by and between Tap Dancing Lizard®, LLC ("Seller") with its principal place of business at 4237 Klein Avenue, Stow, OH, 44224, Customer Service and Order Desk: 330-968-4961 and fax: 330-968-4962 and _____ [NAME OF RETAIL BUSINESS],

"Buyer" with its principal place of business at _____

_____ [COMPLETE ADDRESS], for the purchase of the goods described below:

Qty.	Item #	Description	Price	Total

1. Term. This Contract shall begin on _____, 20__, and end upon the last delivery for the quantity specified in this agreement, unless the parties agree otherwise. However, if as of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and sue for its damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including attorney fees.

2. Delivery. Buyer will give Seller _____ days' advance notice regarding the quantity requested for delivery. Upon receipt of the request for delivery, Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be F.O.B. Origin Freight Prepaid & Added To Invoice.

3. Risk Of Loss. The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the Buyer once the Seller has shipped the goods.

4. Acceptance. Buyer will have the right to inspect the goods upon receipt, and within two (2) business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods, and Buyer must specify the basis of the claim in detail. Failure of Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by Buyer.

5. Charges. Seller shall invoice Buyer upon and for each shipment prior to shipment. Buyer shall pay all charges prior to shipment of goods.

6. Warranty. Seller warrants that the goods sold hereunder are new and free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to replacement of goods or refund of the purchase price at Seller's sole option. Seller makes no other warranty, express or implied, and none shall be imputed or presumed.

7. Taxes. All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's Responsibility Except As Limited By Law.

8. Governing Law. This Contract shall be governed by the laws of the State of Ohio. Any disputes hereunder will be heard in the appropriate federal and state courts located in Ohio.

9. Force Majeure. Seller may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.

10. Miscellaneous. This Contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Contract except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

_____ Date

_____ Buyer

_____ Date

Tap Dancing Lizard, LLC