

General Form of Agreement for the Sale of Goods

Agreement made on the **January 13th, 2021**, between **Ryle High School** to herein as (*Buyer*), and **ProCom (Advanced Communication, Frank D. Girardi)**, of 2773 Leechburg Road, Lower Burrell, PA 15068), referred to herein as *Seller*.

1. Sale of Goods

Sellers shall sell, transfer, and deliver to *Buyer* on or before **January 31st, 2021** the following personal property, hereinafter called *Goods*: (**ProCom X12 Wireless Headset System**) Consisting of **2 Coach 10 All-In-One's, and upgrade 8 XLE Belt Packs to X10 Firmware**

2. Consideration

Buyer shall accept the *Goods* and pay **\$2,424.00**

3. Payment by non-cancellable subscriptions

Buyer shall make three non-cancellable subscription payments of:

\$1,212.00 Due on or before July 31st, 2021

\$1,212.00 Due on or before July 31st, 2022

Sellers shall retain a security interest in and the right to repossess all *Goods* sold by it to the *Buyer* and may exercise such right in the event the *Buyer* fails to adhere to the aforementioned subscription schedule. Failure of the *Buyer* to make an subscription payment in full on or before the date specified above shall result in the accrual of interest at a rate of 18% per annum on all subscription amounts due but unpaid, beginning on the day following such date specified above, and which shall be added to the amount due for such subscription payment.

4. Receipt Construed as Delivery

Goods shall be deemed received by *Buyer* when delivered to *Buyer* at

10379 US 42, Union, KY 41091

5. Risk of Loss

The risk of loss from any casualty to the *Goods*, regardless of the cause, shall be on *Seller* until the *Goods* have been accepted by *Buyer*.

6. Warranty of No Encumbrances

Seller warrants that the *Goods* are free and clear for purchase at the time of delivery.

7. Warranty of Product

This product is warrantied for three years from the date of purchase, excluding wall chargers and wires.

8. Right of Inspection

Buyer shall have the right to inspect the *Goods* on arrival and, within 3 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 of *Buyer* in detail. The failure of *Buyer* to comply with these conditions shall constitute irrevocable acceptance of the *Goods* by *Buyer*.

9. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Signature _____ **Date** _____

10. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Pennsylvania. Both parties agree that any and all disputes under this agreement shall be decided solely and exclusively by the courts in the County of Westmoreland, State of Pennsylvania and both parties agree to and consent to the jurisdiction of such Court.

12. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

13. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

14. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

15. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

16. In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

Each of the Parties or Party herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by the Buyer and signed by a person who meets statutory or other binding approval to sign on behalf of Buyer as named in this Agreement.

WITNESS our signatures as of the day and date first above stated.

(Printed name)
WestCom Wireless, Inc.

(Signature of Seller)

(Printed name)

(Address)

(City State and Zip)or

(Phone Number)

(Signature of Buyer)

(Title of Buyer)

Copy or Driver's License

*School ID
goes here*