**CONTRACT FOR THE PURCHASE AND SUPPLY OF GOODS**

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

**BETWEEN** [Your Company name here] of Santa Ana, California To be known as the [Your Company name here] **AND:** The VEI Regional Office To be known as the VEI in this agreement

**WHEREAS** [Your Company name here] desires to enter into an agreement to supply VEI with [the type of products your company sells] To be known as [what you want to call your products] in this Agreement.

**NOW IT IS HEREBY AGREED** that [Your Company name here] 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 Sates 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, 2017. The completion date is scheduled as April 30, 2018. The schedule may be modified by agreement as defined in Section 9. Effective date of this agreement: The first day of November 2017

Teri Jones Name of leader

California Regional Director, Vice President of Sales

18543 Devonshire Street, Suite 472 1401 S. Grand Avenue

Northridge, CA 91324 Santa Ana, CA 92705

**3. Purchase Orders**

3.1 VEI shall follow the [Your Company name here] price lists.

3.2 VEI shall present [Your Company name here] with a purchase order for the provision of varies [what you want to call your products] 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 [what you want to call your products] shall be the sole responsibility of and entirely at the expense of VEI. (b)The shipping and insurance of the [what you want to call your products] shall be the responsibility of the [Your Company name here] . VEI shall provide the [Your Company name here] at least [days] days notice and pay the carriage and insurance costs from the [Your Company name here] delivery price list.

**5. Payment**

5.1 The payment terms shall be in full upon receipt of invoice. Interest shall be charged at [percentage] 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 [Your Company name here] .

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 [Your Company name here] does not comply with any of the conditions, then VEI shall at its sole discretion be entitled to reject the [what you want to call your products] and the Order. VEI shall return the rejected [what you want to call your products] to the [Your Company name here] at VEI risk and expense or notify the [Your Company name here] to collect the [what you want to call your products]. The [Your Company name here] may use its discretion to replace the [what you want to call your products] 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 [Your Company name here] 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 [Your Company name here] 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 [Your Company name here] 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: Your Name) Date

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(Buyer: VEI Teri Jones ) Date