



SALES AGREEMENT AND BILL OF SALE

Sellers Name: **ATP CONTAINERS, LLC d/b/a TUFF BOX**
 Mailing Address: P.O. Box 9791, Tulsa, OK 74157
 Physical Address: 5657 W. Skelly Dr. Tulsa, OK 74107
 Phone Number: 1-855-861-2872

Buyers Name: _____
 Billing Address: _____
 Delivery Address: _____
 Phone Number: _____
 Email Address: _____

Terms and Conditions of Sale

1. Sale of Goods. Seller agrees to sell, and Buyer agrees to purchase the goods for the Purchase Price (defined below). Buyer shall have full rights to the following goods (hereinafter collectively “Goods”):

| <u>Quantity:</u> | <u>Container No:</u> | <u>Description of Goods:</u> |
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2. Purchase Price. Seller, in exchange for consideration of \$_____ (the “Purchase Price”), payable in certified funds or by wire transfer, the receipt of which funds are acknowledged, does hereby grant, sell, transfer and deliver to Buyer. Unless otherwise agreed upon in writing by Seller, the Purchase Price shall be due and payable prior to delivery of the Goods.

3. Goods Sold “As Is”. The Goods listed above are sold by Seller to Buyer “As Is” with no implied or expressed warranties. By taking possession of the Goods, Buyer acknowledges that Buyer had the opportunity to inspect, or have inspected, the Goods, that Buyer accepts the condition of the Goods and that the Goods are of the type and quality acceptable to Buyer for Buyer’s intended use of the Goods. Seller does not represent or warrant that the Goods are fit for the particular purpose for which Buyer purchases the Goods. The sale of the Goods is final, and the Purchase Price is non-refundable.

4. Delivery of Goods. The Goods shall be delivered to the Buyer upon Seller’s receipt of the Purchase Price. Buyer understands the Buyer is responsible for all costs incurred during the delivery of the Goods, including any winch out services and/or damage to trailer or any vehicles. In an effort to mitigate possible damages, Seller agrees to inform Buyer of all adverse conditions of delivery. However, except for the intentional failure of Seller to advise Buyer of adverse conditions of delivery, Seller shall incur no liability for the failure to advise Buyer of adverse conditions of delivery. Buyer understands that should the delivery driver be detained or unable to deliver due to Buyer being unprepared for the delivery of the Goods, then Buyer shall begin to incur a charge of \$125.00/hour, with a minimum one-hour charge, thirty (30) minutes after such delay. Buyer agrees to pay said charge.

5. No Liability for Damages. Seller shall be free of all liabilities and claims for damage by reason of any injury or death to any person or persons, including Buyer, Buyer’s customers, representatives, directors, officers, agents,



employees, guests, invitees and those persons using or coming into contact with the Goods sold. Buyer agrees that, under all circumstances, Seller, its agents, employees, officers, members, and managers, is NOT RESPONSIBLE for any damages, including but not limited to damages to property, fences, water lines, sewer lines, buried lines, buildings, structures, trees, shrubs, etc.

6. Indemnification. Buyer hereby waives all claims in respect thereof against the Seller and agrees to indemnify, save harmless and defend the Seller, its employees, managers, members, and agents from and against all liability, damages, loss, costs and obligations, including court costs and attorney fees, on account of or arising out of or alleged to have arisen out of, directly or indirectly, any injuries against person or property, deaths or losses, however occurring, in any way relating to the Goods sold.

7. Bill of Sale. The Seller and Buyer agree that this fully executed Agreement shall serve as the “Bill of Sale” for the Goods and any person or entity shall be entitled to rely upon this Bill of Sale as evidence of the purchase of the Goods by the Buyer and transfer of title of the Goods from Seller to Buyer.

8. Choice of Law, Jurisdiction & Venue. This Agreement shall be deemed to have been made in and shall be construed in accordance with the Laws of the State of Oklahoma. The exclusive venue for any dispute or action arising out of this Agreement shall be in the state or federal courts sitting in Tulsa County, Oklahoma. The parties hereby submit to the exclusive jurisdiction of the state and federal courts sitting in Tulsa, Oklahoma.

9. Attorneys’ Fees. If either party brings a lawsuit to enforce or declare rights under this Agreement, or for any claim or action arising out of this Agreement, the prevailing party in such lawsuit, including any appeal thereof, shall be entitled to their reasonable attorneys’ fees, including such fees incurred prior to filing the lawsuit, and litigation costs to be paid by the losing party, with said award being fixed by the court in the same or separate proceeding, and whether or not such action is pursued to decision or judgment.

10. Binding Effect. The terms, provisions and covenants contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

11. Entire Agreement. This Agreement contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Agreement in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. Buyer hereby acknowledges that it is not relying on any representation or promise of Seller, except as may be expressly set forth in this Agreement.

12. Savings Clause. If any provision of this Agreement is or becomes illegal or unenforceable because of current or future Laws effective during the Term, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby.

13. Headings. The headings and captions used herein are for convenience only and do not limit or amplify the provisions hereof.

14. Multiple Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by email in pdf format is as effective as executing and delivering this Lease in the presence of the other Parties to this Lease. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.



IN WITNESS WHEREOF, the parties have duly executed this Sales Agreement and Bill of Sale as of the last first below written.

SELLER:

ATP CONTAINERS, LLC
d/b/a TUFF BOX

BUYER:

Signature

Signature

Printed Name

Printed Name

Date: _____

Date: _____