

Sales Agreement

THIS SALES AGREEMENT (Name of PC) dated Date,

BETWEEN:

Presteeto PC LLC of 2330 Apollo Cir. Carrollton, TX
75006

PresteetoPC@gmail.com 214-354-2450

(the "Seller")

OF THE FIRST PART

- AND -

Name, Address, Email, Phone

number

(the "Buyer")

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Sales Agreement the parties to this Agreement agree as follows:

Sale of Goods

1. The Seller will sell, and transfer to the Buyer the following goods on or before **Date** (**Name of PC**):

- Notable Specs:

Purchase Price

2. The Buyer will accept the Goods and pay for the Goods with the sum of \$Total Price of added payments (USD), paid as follows:
 - a. a non-refundable deposit of \$Deposit amount by **Date**
 - b. the remainder of the Purchase Price by Zelle, Venmo, Paypal, Cashapp, or Card as required in clause 5 of this Agreement.
3. The Seller and the Buyer both acknowledge the sufficiency of this consideration. In addition to the Purchase Price specified in this Agreement, the amount of any present or future use, excise, or similar tax applicable to the sale of the Goods will be paid by the Buyer, or alternatively, the Buyer will provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.
4. The Purchase Price is inclusive of applicable sales tax and is payable by the Buyer unless the Buyer provides the Seller with a tax exemption certificate acceptable to the applicable taxing authorities, in which case the amount of sales tax will be subtracted from the Purchase Price payable by the Buyer.

Payment

5. The Purchase Price will be paid in consecutive **Monthly** installments commencing on **Date** and continuing on the **Day of each month** Through Date.
6. Except as otherwise provided in this Agreement, the deposit is not refunded to the Buyer if this transaction is not completed. No Payments are refunded to the Buyer if the Buyer defaults in the performance of any obligation under this Agreement.

Default

7. Notwithstanding anything to the contrary in this Agreement, if the Buyer defaults in the performance of any obligation under this Agreement, then the Seller may declare the entire Purchase Price owing under this Agreement at that time to be immediately due and payable, or for the Goods to be returned to the seller permanently without monetary compensation.
8. If the entire Purchasing Price is declared due after a defaulted payment, the Buyer has 5 calendar days to pay the Seller the agreed-upon amount.
9. If the goods are declared to be returned to the seller after a defaulted payment, the buyer

has 5 calendar days to return the goods to the seller.

Location Tracking:

10. The Purchaser acknowledges and agrees that Presteeto PC LLC reserves the right to track the location of the gaming PC sold under this agreement for the purpose of asset protection and recovery. The Purchaser consents to the installation and use of tracking technology on the gaming PC

Late Fees

11. The Seller also reserves the right to offer a \$30 Late fee due immediately if the Buyer wishes to continue with the agreement after a defaulted or late payment.

Delivery of Goods

12. The Goods will be delivered to the buyer at the buyer's residence, an agreed-upon public meeting location, or at the Seller's personal address, 14175 Dallas Pkwy. Farmer's Branch TX, 75254

Risk of Loss

13. The risk of loss from any casualty to the Goods, regardless of the cause, will be on the Seller until the Goods have been received by the Buyer. Once the Goods have been received by the Buyer, the risk of loss from any casualty to the Goods, regardless of the cause, will be on the Buyer.

Warranties

14. THE GOODS ARE SOLD 'AS IS' AND THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Seller does not assume, or authorize any other person to assume on the behalf of the Seller, any liability in connection with the sale of the Goods. The Seller's above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Goods.
15. The Buyer has been given the opportunity to inspect the Goods or to have it inspected and the Buyer has accepted the Goods in its existing condition. Further, the Seller disclaims any

warranty as to the condition of the Goods.

Title

16. Title to the Goods will remain with the Seller until delivery and actual receipt of the Goods by the Buyer or, in the alternative, the Seller delivers a document of title or registrable bill of sale of the Goods, bearing any necessary endorsement, to the Buyer.

Inspection

17. Inspection will be made by the Buyer at the time and place of delivery.
18. The buyer understands that the quality of the goods is [Lightly Used](#)

Claims

19. The Buyer's failure to give notice of any claim within 24 hours from the date of delivery will constitute an unqualified acceptance of the Goods and a waiver by the Buyer of all claims with respect to the Goods.

Remedies

20. The Buyer's exclusive remedy and the Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the Purchase Price of the particular Goods with respect to which losses or damages are claimed.

Cancellation

21. The Buyer may not cancel this Agreement after signing.

Notices

22. Any notice to be given or document to be delivered to either the Seller or Buyer pursuant to this Agreement will be sufficient if delivered personally, sent via email, or sent by prepaid registered mail to the address specified below.
23. The Buyer must present proof of delivery and receipt of all messages exchanged between the Buyer and the Seller within 24 hours.

SELLER:

- Presteeto PC LLC of 2330 Apollo Cir. Carrollton, TX

75006

- BUYER:

- Name and Address

General Provisions

24. Headings are inserted for convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
25. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.
26. The color of the text in this contract is not relevant to the agreement.
27. The Buyer may not assign its right or delegate its performance under this Agreement without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void. An assignment would change the duty imposed by this Agreement, would increase the burden or risk involved, and would impair the chance of obtaining performance or payment.
28. This Agreement cannot be modified in any way except in writing and signed by all the parties to this Agreement.
29. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, including the Texas Uniform Commercial Code, and the Seller and the Buyer hereby attorn to the jurisdiction of the Courts of the State of Texas.
30. The Purchaser warrants that they are not currently undergoing bankruptcy proceedings and agree that should they file for bankruptcy during the term of this agreement, it shall constitute a breach of contract, allowing Presteeto PC LLC to terminate the agreement and pursue all legal remedies available.
31. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of Texas on the date of execution of this Agreement.

32. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
33. This Agreement will inure to the benefit of and be binding upon the Seller and the Buyer and their respective successors and assigns.
34. This Agreement may be executed in counterparts. Electronic signatures are binding and are considered to be original signatures.
35. Time is of the essence in this Agreement.

36. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to the prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF the parties have executed this Sales Agreement on this [Date](#).

(Seller Signature)

(Date)

(Buyer Signature)

(Date)

