

Online Sales Agreement

This Online Sales Agreement (this “Agreement”) is entered into by and between You (hereinafter referred to as the “Seller”) and UsedorLess on behalf of the online buyers (which is/are hereinafter referred to as the “Buyer(s)”) this Agreement becomes effective upon Your Acceptance of this Agreement by checking the "I Accept" box

1. ITEMS PURCHASED

Seller agrees to sell and Buyer agrees to buy the designated Device(s) (the “Goods”) in accordance with the terms and conditions of this Agreement and [with the Seller’s quotation relevant to the designated Goods](#) and incorporated into this Agreement by this reference.

By placing the designated Good You indicate that You agree with the delivery and payment conditions.

2. TITLE/RISK OF LOSS.

The Buyer shall pay the shipping costs detailed in [Shipping Costs Appendix](#) depending on the address of delivery, but the Seller shall be responsible for packaging, shipping, and safe delivery and shall bear all risk of damage or loss until the Goods are delivered to the Buyer’s address.

Seller guarantees that the shipped and delivered Goods complies with this Online Sale Agreement and meets the specifications stated for the designated Goods.

3. PICKUP ARRANGEMENT.

Time is of the essence in the performance of this Agreement. Seller has 24 hours from receiving the purchase notification from UsedorLess to arrange for the Good pick up. UsedorLess will arrange for pickup by carrier chosen by UsedorLess. UsedorLess will confirm pickup Date and Time to the Seller and/or will provide any relevant update to the Seller, UsedorLess sends shipment updates and delivery tracking to the Seller.

4. WARRANTIES.

If the Goods are still under the manufacturer warranty, Seller warrants that the Goods shall be free of substantive defects in material and workmanship, the manufacturer warranty and invoice of the Goods shall be provided to UsedorLess .

5. INSPECTION.

The Seller shall report any defect in the Device in writing to UsedorLess (the “Report”). UsedorLess will inspect the Goods to determine if the Goods conform to the Device relevant Report before its being delivered to the Buyer. If the Goods are found to be non-conforming to the Device relevant Report, UsedorLess shall inform the Buyer and, before transferring the

possession of the Goods, the Buyer shall have the opportunity, whether to pursue with the purchase or to ask for refund and the Transaction will be reversed by providing a written notice to UsedorLess [Insert where] of its rejection to the Goods. UsedorLess shall have the right to return the Goods to the Seller and request for the fees paid .

6. PAYMENT.

Payment shall be made within a period of Two Working Days of the relevant Payout, as designated in the Payment Processing Services Agreement and its relevant Schedules, as is remitted to UsedorLess's Bank Account or Mobile Money Wallet or Contracting Entity's Card, less any Invalidated Payments.

8. FORCE MAJEURE.

If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. CHOICE OF LAW AND JURISDICTION.

- a) This Agreement shall be governed by and shall be construed in accordance with the laws of the country UsedorLess domicile.
- b) The courts of UsedorLess country of domicile shall have exclusive jurisdiction over all disputes arising in relation to this Agreement.

10. NOTICE.

- a) Notices to You. You agree that UsedorLess may provide notices to You by posting them on UsedorLess's Website, emailing them to You, or sending them to You through postal mail. Notices sent to You by postal mail are considered received by You within three (3) Business Days of the date UsedorLess sends the notice.

Notices posted on UsedorLess's Website or emailed shall be considered to be received by You within one (1) Business Day of the time it is posted to UsedorLess's Website or emailed to You.

b) Notices to UsedorLess. Notices to UsedorLess shall be considered valid only if sent by postal mail to the applicable address for notice or by emailing them the email address as designated in the UsedorLess's Website under the "Contact Us" tab.

11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. AMENDMENT.

UsedorLess may amend this Agreement at any time by posting a revised version of it on UsedorLess's Website. The revised version will be effective at the time UsedorLess post it. In addition, if the revised version includes a substantial change, UsedorLess will provide You for Your consent with the updated version upon Your payment process request.

13. SEVERABILITY.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.