

Transaction Service Agreement

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

1. ITEMS PURCHASED

Buyer agrees to buy and Seller agrees to sell 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.

All images; photos, drawings, etc.; Among other things, data regarding weights, dimensions, colors, images of labels, etc. on the website/Application of UsedorLess are only approximate, are indicative and cannot lead to compensation or dissolution of the Agreement.

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.

Ownership of the Goods delivered by UsedorLess to the Buyer remains with UsedorLess as long as the Buyer has not paid the claimed prices and fees of UsedorLess under this Agreement or the User Payment Agreement.

3. PAYMENT.

Payment shall be made in accordance with this USER PAYMENT AGREEMENT/ PAYMENT PROCESSING SERVICES AGREEMENT.

4. DELIVERY.

Time is of the essence in the performance of this Agreement. UsedorLess will arrange for delivery by carrier chosen by the UsedorLess. Delivery shall be completed within Five days from payment processing.

5. PAYMENT OF TAXES.

Buyer agrees to pay all taxes of every sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on UsedorLess’s or Seller’s income.

6. WARRANTIES.

If the Goods are still within the manufacturer's warranty, the Seller warrants that the Goods shall be free of substantive defects in material and workmanship.

SELLER AND USEDORLESS SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. INSPECTION.

If the Buyer, before transferring the possession of the Goods to him, chose to not pursue with the purchase, for the Goods are found to be non-conforming to the Device relevant Report as reported by the Seller in writing, then the Transaction is reversed.

If the Buyer, before transferring the possession of the Goods to him, chose to pursue with the purchase, despite the Goods are found to be non-conforming to the Device relevant Report, as reported by the Seller in writing then the Transaction is considered final and unreversible.

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.