

CONTRACT FOR THE SALE OF GOODS

This sales agreement (the "agreement") is made on this 17th day of January, 2017

BETWEEN:

Projector technology, Industry, California
4355 Orange St. Los Angeles Ca, 90017
(The 'Seller')

AND

Photo Frame World, Company, California
570 Brook Road. Hollywood Ca, 90069
(The 'Buyer')

PRODUCT

Projector Technology ('Seller') produces photo frames ("Product") which allows a person to upload pictures via USB to the frames memory. The frame produces a 3D color hologram of the pictures uploaded. The frame ('Product') only comes in a 5X7 dimension. The 'Product' is meant to be on a table display with a connection to an electrical outlet.

1. ITEMS

Seller agrees to sell, and Buyer agrees to buy, the Product in accordance with the terms and conditions of this agreement:

<u>Description:</u>	<u>Quantity:</u>	<u>Total Price:</u>
5x7 black projector hologram Model number:05212254V	1,000	\$200,000 (\$200 each)

2. CONSIDERATION

The Seller is delivering the Product; in return the Buyer must pay the sum of \$200,000.

- Payment shall be made within 14 days in cash, check, or any other legal tendering format. 14 days shall not pass without payment.

3. DELIVERY

Time is of the essence in the performance of this agreement by both parties. Seller will arrange for delivery via UPS delivery. Upon delivery, the 'Buyer' **must sign** for acceptance of Product. Deliver of the Products will be at the Buyers business address:

*Photo Frame World, company, California
570 Brook Road. Hollywood Ca, 90069*

On the 14th day of January 2017

CONTRACT FOR THE SALE OF GOODS

Seller will notify the Buyer if any circumstances arise that might prevent delivery of the Products. Buyer agrees to provide the Seller with the delivery date.

4. RISK OF LOSS

The risk of loss on the Product such as any casualty will be held by the Seller until arrival. Buyer after delivery of the Products will fully accept responsibility of the Products.

5. WARRANTY

Seller warrants the Product are free of defects or damage. If Product are damaged, Products will be replaced with new items of the exact description in this contract.

6. INSPECTION

The Buyer, upon receiving possession of the Product shall have reasonable opportunity to inspect the Product of *7 days* to determine if the Product conforms to the requirements of this agreement. If the Buyer, in good faith, determines that all or a portion of the Product are non-conforming, the Buyer may return the Product to the Seller at the Seller's expense. The Buyer must provide written notice to the Seller's address of the reason for rejecting the Product. The Seller will have 10 days from the returned date to remedy any defects or replace damaged Product under the term of this agreement.

7. FORCE MAJEURE

If 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 is unable to carry out its obligation 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, act of God fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars.

8. PAYMENTS ON TAXES

Buyer agrees to pay ALL taxes of every description, such as; federal, state, and municipal, that arises as a result of this sale.

9. COST AND ATTORNEY FEES

In the event a lawsuit, arbitration or mediation is initiated by either party, no matter the essence, the party against whom a judgment or award is entered shall also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator. ***No exception to this clause, on either party's side.***

CONTRACT FOR THE SALE OF GOODS

10. MEDIATION

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

11. ARBITRATION

All claims disputes, and confusion arising under or relating to this Agreement are to be settled by binding arbitration in the state of California, County of Los Angeles or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award resulting of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in small business cases, also dealings with the sales of 'Product' and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

12. CHOICE OF LAW

In the event of a dispute, a choice of law provision determines which state's legal rules will be applied in the lawsuit. This Agreement shall be deemed to have been executed and delivered under governing law within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

13. JURISDICTION

The courts of *Los Angeles Superior Court, California* will have exclusive jurisdiction to resolve any dispute arising under or a subject existent with this Agreement.

14. DISPUTES

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

15. LIMITATION OF ACTIONS

CONTRACT FOR THE SALE OF GOODS

No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 6 months after the basis for such claim could reasonably have been discovered.

16. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

17. Effectiveness; Date

This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

18. Limitation of Liability

The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price the Buyer paid to the Seller for the specific Product provided by the Seller giving rise to the claim or cause of action.

Date: 01/17/2017 BY: Projector Technology, Industry

Name: John Michael Smith

Title: CEO

Date: 01/17/17 By: Photo Frame World, Company

Name: Sera Jackson

Title: CEO