

Sales Agreement

This Sales Agreement (the “**Agreement**”) made as of 16 day of October, 2021 (the “**Effective Date**”), by and between Collective 168, (the “**Seller**”) and buyers of NFT Art Pieces from Collective 168’s Generative Art Collection, (the “**Buyer**”), also individually referred to as “**Party**”, and collectively “the **Parties**.”

BACKGROUND:

The Seller is the manufacturer/distributor of the following product(s): NFT Art Pieces from Collective 168’s Generative Art Collection

The Buyer wishes to purchase the aforementioned product(s).

THEREFORE, the Parties agree as follows:

1. **Sale of Goods.** The Seller shall make available for sale and the Buyer shall purchase NFT Art Pieces from Collective 168’s Generative Art Collection (the “**Goods**”).
2. **Purchase Price & Payments.** The Seller agrees to sell the Goods to the Buyer for 0.05 ETH per NFT Art Piece along with any gas fees for the transaction.
3. **Title.** Title to the Goods will remain with the Seller until the Buyer receives the NFT Art Piece.
4. **Excuse for Delay or Failure to Perform.** The Seller will not be liable to the Buyer for any delay, non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of the Seller’s control.
5. **Disclaimer of Warranties.** THE GOODS ARE SOLD ‘AS IS’. 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. BY MAKING A PURCHASE EITHER ON OUR WEBSITE OR ANY SECONDARY SALE, YOU ARE ALSO AGREEING THAT YOU MADE YOUR PURCHASE AS AN ART PIECE, EITHER FOR YOUR OWN USE OR CONSUMPTION, NOT AS AN INVESTMENT, AND WITHOUT ANY EXPECTATIONS OF “ PROFITS ” AS “ EITHER CAPITAL APPRECIATION RESULTING FROM THE DEVELOPMENT OF THE INITIAL INVESTMENT OR A PARTICIPATION IN EARNINGS RESULTING FROM THE USE OF FUNDS”.
6. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY’S NEGLIGENCE OR BREACH.
7. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
8. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
9. **Remedies and Legal Fees.** In the event of a dispute, the Buyer’s sole remedy 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,

plus any shipping costs paid by the Buyer. In the event such dispute results in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

10. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding. The Parties each represent that they have the authority to enter into this Agreement.
11. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by the laws of The Republic of Singapore.
12. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties.