

Name:

Address:

Date:

CONTRACT FOR THE SALE OF GOODS

A. Identities of the Parties

Paragraph 1. Ewa Malek, on behalf of Spelling Ltd, whose business address is 36 Kendall Crescent, Oxford OX2 8NG, hereinafter referred to as the Seller, and _____, on behalf of Distribution _____ Ltd, whose business address is _____ Road, _____, hereinafter referred to as the Buyer, hereby agree on this _____ of _____ 2010, to the following terms of sale:

B. Description of the Goods

Paragraph 2. The goods comprise a series of CD/DVD ROMs known as Fohandnag's System, the copyright of which is owned solely by Nick Reingger, Managing Director of Spelling Ltd. The goods specifically are as follows and the retail prices are as shown:

A-Z Spelling Course - £150
Elementary Spell - £10
Beginner Spell - £20
Easy Spell - £30
Logic Spell - £40
Power Spell - £60
Champion Spell - £90

C. Buyer's Rights and Obligations

Paragraph 3. The Buyer will purchase the goods at a fixed price of 40% of their retail value. Payment for the goods will be effected as follows:

- a) 10% of the full retail value prior to delivery of the goods
- b) 30% of the full retail value following the sale of the goods. Sales should be accounted for by the Buyer on the first day of each month following initial delivery, and payment made accordingly.

Paragraph 4. The Buyer has the right to examine the goods upon receipt and has 28 days in which to notify the Seller of any claim for damages based on the condition or quality of the goods. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the goods.

D. Seller's Obligations

Paragraph 5. Until received by the Buyer, all risk of loss to the above-described goods is borne by the Seller.

Paragraph 6. The Seller warrants that the goods are free from any and all security interests, liens, and encumbrances.

E. Attestation

By: Ewa Malek Official Title: Administrative Director

On behalf of Spelling Limited, Seller

I certify that I am authorized to act and sign on behalf of the Seller and that the Seller is bound by my actions. EM [initials]

By: _____ Official Title: _____

On behalf of Distribution _____ Limited. Buyer

I certify that I am authorized to act and sign on behalf of the Buyer and that the Buyer is bound by my actions. ____ [initial]

Seller's Signature

Date: ____ ____ 2010

Buyer's Signature

Date: ____ ____ 2010