



NanoNest Purchase Agreement

This Purchase Agreement (“Purchase Agreement”) effective _____, 2023, is between NanoNest, a Delaware Corporation (“NanoNest”) and _____ (“Buyer”).

Herein, NanoNest and Buyer may be individually referred to as a “Party” and collectively as the “Parties” to this Purchase Agreement.

For the considerations outlined in this Purchase Agreement, including the Purchase Price (defined below) payable by Buyer to NanoNest, the Parties agree as follows:

1. Agreement to Purchase.

NanoNest agrees to sell, and Buyer agrees to buy, the Order Amount of Units per the Unit Prices detailed in Exhibit A, known as Purchase Specifications.

2. Deposit.

A deposit of 50%, \$_____ (“Deposit”) is due at the time of this Agreement's execution. This Deposit will be credited against the total Purchase Price as detailed in item 1. and 7.

3. Buyer Acknowledgments.

Buyer acknowledges the terms and conditions for utilizing the Units, as outlined herein.

(a) Government Approvals.

Buyer will handle all required governmental permits and inspections.

(b) Site Preparation.

Buyer is responsible for all site preparations.

(c) Unit Deployment.

Deployment procedures for the Units are inherently hazardous. Buyer takes full responsibility for these operations.

(d) Unit Finishing.

Any additional costs for finishing the Units after deployment are to be borne by the Buyer.

(e) Governmental Assessments.

Any property or other taxes are the responsibility of the Buyer.

4. Sales Taxes: Buyer is responsible for all applicable sales or use taxes. The stated Purchase Price does not include any applicable sales, use, or other government-imposed taxes and fees. The Buyer is responsible for all such charges, whether they originate in NanoNest's jurisdiction or the Buyer's. Failure of NanoNest to charge sales or use tax does not relieve the Buyer of the duty to pay them as per the law. Should any government body seek to impose a sales or use tax liability on NanoNest arising from the Buyer's purchase, the Buyer agrees to either pay the tax directly or reimburse NanoNest for such payment.

5. Shipping Responsibility: In most cases, NanoNest Corp. will take responsibility for shipping the unit to the customer. If it is deemed that shipping is the Buyer's responsibility, they agree to arrange and pay for the transportation of the ordered units *[if applicable, see Exhibit B]*.

6. Order Management and Modifications: Once the Buyer has signed this Purchase Agreement, NanoNest will initiate the manufacturing process and the deposit will be considered earned. NanoNest does not guarantee specific delivery dates, which, if provided, are estimations. A Delivery Invoice will specify the Delivery Date and Balance Due, calculated as the Unit Price minus a proportional share of the deposit. Multiple units may be combined into one invoice for convenience. Should the Buyer wish to cancel or modify their order post-signing of this Agreement, NanoNest may choose to retain the deposit as liquidated damages, to the extent permitted by law. This deposit is deemed a fair estimate of the costs NanoNest would incur in storage, remarketing, and resale of the units. Alternatively, NanoNest reserves the right to seek other lawful remedies for contract breach.

7. Delivery and Title Transfer:

(a) Balance Due: Full payment of the Balance Due is required on or before the specified Delivery Date. Failure to do so allows NanoNest to withhold the affected and remaining units until full payment is made. *[In some circumstances, NanoNest will agree to an alternative payment structure before the agreement is signed. If applicable, see Exhibit C]*

(b) Acceptance of Delivery: The Buyer must accept delivery within seven days of the specified Delivery Date; otherwise, a daily storage fee may apply.

(c) Title Transfer: Ownership of each unit transfers to the Buyer upon delivery or customer pick-up.

(d) Force Majeure: Delivery may be affected by unforeseeable circumstances beyond NanoNest's control, including natural disasters, government actions, and civil disturbances.

8. Warranty Disclaimer: A Limited Warranty may be specified in Exhibit D. Beyond the scope of this Limited Warranty, all units are offered in a 'current state' condition, with no additional guarantees or warranties implied or provided. NanoNest disclaims all implied or express warranties concerning the units, including those of merchantability, fitness for a specific purpose, or compliance with any codes or requirements. Some jurisdictions do not allow these disclaimers, and so they may not apply to the Buyer.

9. Disclaimer of Liability, Limitation on Damages, and Warranty Period.

NanoNest will not be held responsible for any claims, demands, or legal actions of any kind, whether they allege losses, injuries, or any form of damages—whether direct, indirect, incidental, or consequential—that may arise from or are related to the units. This includes, but is not limited to, issues concerning the movement, placement, deployment, finishing, occupancy, or utilization of the units. However, NanoNest does offer a Limited Warranty for [See Warranty Terms]. This exclusion does not cover any intentional wrongdoing or gross negligence on NanoNest's part. NanoNest's maximum liability is capped at the total amount paid by the Buyer under this agreement. Note that some jurisdictions do not permit certain limitations on liability, so this clause may not be applicable to you.

10. Resolution of Disputes.

(a) Initial Mediation. Before resorting to formal dispute resolution mechanisms, the Parties agree to attempt to resolve any dispute through mediation facilitated by a mutually agreed-upon mediator, for a period of thirty (30) days.

(b) Resolution Period. If mediation is unsuccessful, then for 60 days (“Resolution Period”), Parties will make a good-faith effort to resolve the issue before taking further action.

(c) Arbitration. If the Parties fail to resolve the dispute during the Resolution Period, the matter shall be resolved through arbitration conducted under the American Arbitration Association.

(d) Limitations on Arbitration. Arbitration may only involve the Parties to this Agreement, without consolidation of disputes involving other parties. No class action claims may be arbitrated.

(e) Litigation Exception. Notwithstanding the foregoing, either Party may seek immediate judicial intervention in the case of breach of intellectual property or confidentiality obligations.

11. Notices.

All notices may be given by certified email, provided that they may also be confirmed by registered U.S. mail, postage prepaid.

12. Governing Law.

This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws principles.

13. Waiver.

A failure to enforce any provision of this Agreement is not a waiver of future enforcement of that or any other provision.

14. Severability.

If any provision of this Agreement is found to be unenforceable, it will not affect the enforceability of the remaining provisions.

15. Entire Agreement.

This Agreement constitutes the entire understanding between the Parties, superseding all previous agreements about this subject matter.

16. Invalid Provision.

The invalidity of one provision does not affect the validity of other provisions.

17. Execution.

This Agreement may be executed electronically, and such electronic signatures shall be deemed original signatures for all purposes.

Buyer:

Signature: _____

Printed Name: _____

Date: _____

Seller:

Signature: _____

Printed Name & Title: _____

Date: _____

Exhibits

Exhibit A - [Unit Price]

Exhibit B - [Shipping Adjustment]

Exhibit C - [Alternate Payment Structure]

Exhibit D - [Limited Warranty]