

ZAVALETA'S

La Casa De Guitarras

This is our standard purchase agreement for special orders of classical and flamenco guitars.

AGREEMENT FOR SALE OF GOODS

Agreement is made this _____ day of _____, by and between

Zavaleta's La Casa de Guitarras ("Seller") and _____ ("Buyer")

SALE OF GOODS

Seller shall sell transfer and deliver to Buyer the following goods:

Buyer and Seller agree that the total purchase price under this agreement is

Dollars (\$ _____), excluding shipping, handling and applicable sales tax.

CONSIDERATION

It is agreed that Buyer shall make a single advance payment in the amount

of _____ Dollars (\$ _____), which payment

shall be made prior to delivery of the goods. Buyer shall pay the remainder

of the total purchase price of _____ Dollars

(\$ _____) on tender of the goods at the time and place of receipt of the goods.

Payment may be made by cash or

certified funds. Goods sold under this agreement shall be shipped upon payment

of the full purchase price to Seller.

The goods shall be deemed received by Buyer when delivered by Seller in Tucson,

Arizona to United Parcel Service or other shipper designated by Buyer. Buyer shall

have advanced the shipping cost to Seller. Tender shall not be made until Seller or

its authorized agent has received cash or certified funds delivered to Seller or its

authorized agent.

ALLOCATION OF RISK

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Risk of loss, injury or destruction of the goods shall be borne to Buyer from and after the date the goods physically leave the possession and control of Seller, and any such loss, injury or destruction shall not release Buyer from any obligation under this Agreement. Buyer shall, at the expense of Buyer, insure the goods and keep the goods insured in favor of Seller as the interest of Seller may appear until the entire purchase price is paid in full.

DISCLAIMER OF ALL WARRANTIES

SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, except that the goods sold under this Agreement shall be of the standard quality of Seller, and Buyer assumes all risk and liability resulting from the use of the goods.

Seller neither assumes nor authorizes any person to assume for Seller any other liability in connection with the sale or use of the goods sold and there are no oral agreements or warranties collateral to or affecting this Agreement.

ARBITRATION

Any claim or controversy arising from this agreement shall be sealed by arbitration in Tucson, Arizona. Arbitrations shall be governed by the Arizona Uniform Rules of Procedure for Arbitration.

The arbitrators shall assess all damages plus attorneys' fees and the cost of arbitration and their decision shall be final and binding on all parties involved.

Buyer shall file a written request for arbitration within 10 business days after receipt of the aforementioned goods with the Seller within 10 business days.

Failure to request arbitration within 10 business days of receipt of the goods shall result in a forfeiture of all rights of Buyer to arbitration and the goods

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shall be accepted and paid for at their full invoice price.

In any dispute between the parties where the arbitrators decide that the agreement has been properly performed by Seller, or in any dispute where Seller, before the arbitration, has offered a settlement that is later held by the arbitrators to have been sufficient but that Buyer refused to accept, the cost of arbitration, including, but not limited to, Seller' s attorneys' fees, shall be paid by Buyer.

In witness whereof, the parties have executed this Agreement on the day and year first above written.

Seller_____

Buyer_____