

G&G Consultants 1535 Union Lake Commerce MI 48382 Tel: 1(248)-497-5541

DATE	
ORDER#	
CUST. #	

COMPANY NAME						
Address:						
City: State:		Zip:	Country:			
Business Phone:			Fax:			
E-mail:			Web Address:			
Principal First Name:			Last Name:			
Phone:			Cellular:			
Tax ID Number:			Social Security Number:			
		TYPE OF	BUSINESS			
☐ Medical ☐ Spa		☐ Other:				
	□ PURCHASE □ LEASE					
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Qty	Model #	Descripti	on	Unit Price	Price	
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Qty	Model #	Descripti	on	Unit Price	Price	
Qty		Descripti	on	Unit Price Shipping & Handling	Price	
Qty			on	Shipping & Handling Sub-Total	Price	
Qty			on	Shipping & Handling Sub-Total Sales Tax %	Price	
Qty			on	Shipping & Handling Sub-Total Sales Tax % TOTAL	Price	
Qty			on	Shipping & Handling Sub-Total Sales Tax %	Price	

Financing or leasing: If any part of the purchase price is to be financed or leased by a third party (hereinafter lender/lessor), this Order Form is conditioned on Customer obtaining a final approval from the lender/lessor and finalizing the transaction within (30) days following the effective date of this agreement. Customer shall make application within seven (7) calendar days following the effective date and use reasonable diligence to obtain a final approval and thereafter satisfy the terms and conditions of lender/lessor in order to close the loan or lease transaction within the thirty (30) day period. If despite using reasonable diligence during the thirty day period, customer fails to obtain a final lease or loan approval, then either party may by written notice to the other cancel this agreement and the deposit shall be refunded.

The undersigned acknowledge and understand that our company is relying on this information provided herein in deciding to grant or continue credit or to accept a guarantee thereof. Each of the undersigned represents warrants and certifies that the information provided herein is true, correct and complete and agrees to notify our company immediately of any changes to this information. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age [provided that the applicant has the capacity to enter into a binding contract]; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3710, Houston, Texas 77010.

Your state and local laws may impose various licensing requirements depending on your commercial use(s) of Icoone and Imoove devices.

There are no verbal representations that are binding on G&G Consultants LLC unless set forth in writing and properly executed.

THIS ORDER FORM IS SUBJECT TO THE ADDITIONAL CONDITIONS ON THE BACK OF THIS PAGE WHICH ARE MADE A PART HEREOF

G&G CONSULTANTS LLC	CUSTOMER
Authorized Representative:	Company Name:
Approved By:	Signature:
Name/Title (Print)	Name/Title (Print)

ACQUISITION OF G&G CONSULTANTS' PRODUCTS THROUGH PURCHASE OR THIRD PARTY LEASING

In consideration of the mutual promises, covenants, and conditions hereinafter contained, the parties hereto agree that Seller shall give possession and Customer shall acquire the following described products and materials through purchase or third party leasing based on the prices set forth on the front of this Agreement and pursuant to the following terms and conditions:.

- **A. ADDITIONAL CHARGES.** Any and all additional charges, costs or fees in connection with the purchase or third party leasing of the Products, including, without limitation, any and all transportation, shipping and handling costs, permits, license fees and applicable sales, excise and other taxes shall be borne exclusively by the Customer.
- **B. TITLE.** In the event of purchase by Customer, title to the Product(s) purchased shall pass to Customer immediately upon (a) delivery of the Product(s) and (b) payment in full of the Purchase Price by wire transfer, cashier's check, certified check, cash (C.O.D.)
- **C. RISK OF LOSS.** The risk of loss shall pass to Customer upon delivery of the product(s) to Customer.
- **D. INSPECTION.** Inspection shall be made by the Customer at the time and place of delivery.
- **E. CLAIMS.** Customer's failure to give written notice of any claim within five (5) days from the date of delivery shall constitute an unqualified acceptance of the Product(s) and a waiver by the Customer of all claims with respect thereto. Said notice shall identify and specify the exact claim or defect in Product(s).
- **F. CANCELLATIONS.** In the event of cancellation by Customer, Customer's deposit will be applied against the costs incurred by seller in reasonable reliance on this order. Said costs include but are not limited to: Seller's costs of shipping, labor and materials procured.
- **G. SHIPPING DATES.** Shipping dates are approximate and represent Seller's best judgment at the time of acceptance of Customer's order.
- H. IMPORT RESTRICTIONS; COMPLETE RELEASE. The Product(s) to be delivered are to be imported by Seller. If Seller shall be unable to import such Product(s) by reason of war, blockade, insurrection, riot, or any restraints of governments or peoples, Seller may cancel this agreement without further liability by giving written notice to Customer of such cause. Upon receipt of written notice of cancellation from Seller, Seller shall refund to Customer any deposit and shall be relieved of any further liabilities under this Agreement.
- I. INDEMNIFICATION. Customer, its successors and assigns, shall indemnify and hold the Seller harmless from and against any and all losses, claims, debts, obligations, damages and liabilities to which the Seller may become subject under any applicable federal, state or local law, or otherwise which may be asserted against Seller, related to or arising out of any provision or obligation contemplated by this Agreement or the License Agreement or in connection with Customer's use of any Product(s) or Licensed Property or any representations made by Customer not expressly authorized, in writing, by Seller; and Customer shall reimburse the Seller for all reasonable expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising there from, whether or not the Seller is a party thereto.
- **K. WAIVER OF DEFAULT.** Unless agreed in writing, the failure of either party, at any time, to require performance by the other of any provisions hereunder shall not affect its right thereafter to enforce the same, nor shall a waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any other preceding or succeeding breach of any term or provision of this Agreement. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

L. BREACH OF AGREEMENT.

(i). Limitation of action. No action at law or in equity shall be maintained by Customer against Seller for Seller's alleged breach of this Agreement and/or violation of any federal, state or local law, regulation or ordinance now in effect or hereafter enacted with respect to any obligation or duty hereunder by Seller, unless (i) Customer notified Seller in writing at the address specified in this Agreement within thirty (30) days from the date of such alleged breach of violation, and provided Seller does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action must be commenced by Customer within one (1) year from the date of delivery, unless extended by ninety (90) days to allow for notice to Seller and its response as provided by this paragraph. Notwithstanding the foregoing, nothing contained in this Paragraph shall be construed to abridge, limit or expand the warranties contained in the Limited Warranty.

(ii). Limitation of damages. No cause of action brought by Customer against Seller, for any punitive, incidental, special or consequential damages, including but not limited to, damages to property, loss of use, loss of time, loss of profits or income.

M. CUSTOMER'S REMEDIES. Customer's exclusive remedy and Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause, shall be for the purchase price of the particular delivery with respect to which losses or damages are claimed, plus any transportation charges actually paid by the Customer. Notwithstanding any statutory provision to the contrary, Customer specifically waives the remedies of specific performance and repletion against Seller.

N. CONSENT TO JURISDICTION AND VENUE AND WAIVER OF

JURY TRIAL. This Agreement including any disputes hereunder and the interpretation, validity and/or enforcement of any provision thereof, shall be governed by the laws of the State of Michigan. Any action brought involving the enforcement of any of the covenants of this Agreement shall be brought only in a court competent jurisdiction in and for Oakland County, Michigan and the parties agree to waive any claim relating to forum non con-vinces. The parties further agree and hereby waive and release any right to a trial by jury in any action arising out of the interpretation, enforcement or breach of this Agreement.

O. COMPLETE AGREEMENT. AGENT'S REPRESENTATIONS

NOT BINDING. This Agreement together with the License Agreement between the parties contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings between the parties with respect to such matters, whether written or oral. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or amended in any manner other than by an instrument in writing, signed by the party against which the enforcement of the change, waiver, discharge or amendment is sought. These terms and conditions shall remain fully enforceable between the parties to the extent that they are not in conflict with the Terms of any promissory note and/or security agreement executed by Customer. The parties shall not be bound by any agent's or employee's representations, promises, or other inducements not set forth in this agreement or Seller's promotional brochures.

- **P. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute but one agreement.
- Q. ANTI-COERCION CLAUSE. Each of the parties hereto has entered into this Agreement without undue influence, fraud, coercion, duress, misrepresentations or any restraint having been practiced upon them by any other party.

Revised: August 29	2019 - G	G Consultants	s -1535 Union	Lake -
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Order #:	Cust. #: