

SALES AGREEMENT

WITNESSETH:

WHEREAS, BLAST Inc. (hereinafter referred to as “BLAST”) desires to sell the product as specified in this website, URL: <https://spl.animals-as-art.com/> (hereinafter referred to as the “Product”), and
WHEREAS, User desires to purchase such Product from BLAST;
NOW, THEREFORE, the Parties hereto hereby agree as follows:

Article 1. SALE AND PURCHASE

BLAST shall sell User, and User shall purchase from BLAST the Product in accordance with and subject to the terms and conditions hereinafter set forth.

Article 2. INSPECTION

Upon arrival of the shipments of the Products at the place designated by BLAST, User shall immediately conduct an acceptance inspection of the Product.

Article 3. PRICE

3.1 User shall pay BLAST the Contract Price as follows:

Polar Bear (Adult)	
(a) The day separately designated by BLAST	92,000 USD
Polar Bear Adult and Cub Set	
(a) The day separately designated by BLAST	138,000 USD

3.2 The User shall bear the fees incurred in connection with the delivery the Product.

Article 4. TITLE AND RISK

The title to and the risk of the Product shall pass from BLAST to User at the time when the Product have been effectively delivered at the place designated by BLAST.

Article 5. PRODUCT LIABILITY

5.1 BLAST warrants to User that Product, when delivered, will be free from defects in material and workmanship.

5.2 There are no warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, on the Product sold to User except as provided in this Agreement. Except for its express liability under the terms of this Agreement, BLAST assumes no obligations or liabilities in connection with such Product.

Article 6. LIMITATION OF LIABILITY

BLAST shall not be responsible, whether in contract or warranty, tort or on any other basis, to User for any special incidental, consequential, indirect or punitive damages including but not limited to, lost profits, lost revenues, lost business chance, loss of use of the Product, and loss of use of other products or facilities. In addition, BLAST's total liability on any or all claims from User shall not exceed the Contract Price set forth in Article 3.1.

Article 7. CONFIDENTIALITY

The information, documents, date and/or materials provided by one Party to the other Party shall be utilized by the other Party for the purpose of performing its responsibilities and obligation under this Agreement, and shall not be disclosed to a third party other than the Parties hereto; provided, however, that such other Party may disclose such information, documents, date and/or materials to a third party when required by law or judicial or other governmental proceedings to disclose them.

Article 8. EVENTS OF DEFAULT

If either Party breaches any provision of this Agreement, the non-breaching Party shall have the right to terminate this Agreement by serving on such breaching party (30) days written notice specifying such breach; provided, however, that if such breach is cured during the period of such notice, this Agreement shall continue with the same force as if such notice had not been given.

Article 9. FORCE MAJEURE

Neither party hereto shall be liable to the other party for failure to perform its obligations hereunder due to the occurrence of any event beyond the reasonable control of such party and affecting its performance including, without limitation, governmental orders or regulations, outbreaks of a state of emergency, acts of God, war warlike conditions, hostilities, civil commotion, riots, epidemics, fires, strikes, lockouts or any other similar cause (hereinafter referred to as “Force Majeure”). Notwithstanding the foregoing, no occurrence of an event of Force

Majeure shall relieve User of its obligation to make payment for the Product already delivered hereunder.

Article 10. TERMINATION OF AGREEMENT

The Parties hereto agree that User shall have no right to terminate this Agreement for any reason whatsoever.

Article 11. NON-ASSIGNMENT

Neither party shall assign, transfer or otherwise dispose of this Agreement, or any of its rights, interests or obligations hereunder without prior written consent of the other party, with consent shall not be unreasonably withheld.

Article 12. GOVERNING LAW

This Agreement shall be governed in accordance with the laws of Japan.

Article 13. JURISDICTION

The Tokyo District Court shall have exclusive primary jurisdiction with respect to all disputes arising out of this Agreement.