

INVOICE

Invoice# 20931



Balance Due

\$440.00

1718 Potrero Ave. #A
South El Monte California 91733
(888) 392-2585 - <https://blvk.com/>

DRAFT

Invoice Date : 01/23/2024
Terms : Due on Receipt
Sales person : Will Wang

Bill To
BLAC FLAG LLC
1039 Milan Ave
South Pasadena, California 91030
U.S.A

Ship To
ATTN : BLAC FLAG
1039 Milan Ave
South Pasadena, California 91030
U.S.A

#	Item & Description	Qty	Cost	Amount
1	JR-APPLEBERRY-BF-10ML-20MG	10	8.00	80.00
2	JR-BLUELEMON-BF-10ML-20MG	8	8.00	64.00
3	JR-GRAPEBERRY-BF-10ML-20MG	2	8.00	16.00
4	JR-MANGOPINEAPPLE-BF-10ML-20MG	15	8.00	120.00
5	JR-PASSIONGUAVA-BF-10ML-20MG	10	8.00	80.00
6	JR-PEACHYGUAVA-BF-10ML-20MG	3	8.00	24.00
7	JR-PUREMINT-BF-10ML-20MG	7	8.00	56.00
Sub Total				440.00
Total				\$440.00
Balance Due				\$440.00

Terms & Conditions

Thank you for your business!

Please see attached pages for Purchase Terms & Conditions.

Manufacturer License: LT STF 90-300730

Distributor License: LD Q STF 90-008107

No Returns are allowed except on defective merchandise.

Purchase at your own risk. BLVK E-Liquid is not liable for non-compliant products due to existing and/or future regulations. Please verify legal status of product(s) before purchasing.

Restriction of export/sales to certain exclusive regions apply. Please check with your rep for these regions.

All BLVK E-Liquid products are manufactured in GMP/ISO-certified facilities in USA.

PURCHASE TERMS AND CONDITIONS

ALL E-LIQUIDS ARE MANUFACTURED AND BOTTLED IN LOS ANGELES, CA, U.S.A.

RESTRICTION OF EXPORT TO CERTAIN EXCLUSIVE REGIONS APPLY. PLEASE CHECK WITH SALES REP FOR REGION INFORMATION.

1. **General.** These terms and conditions ("**Terms**") govern the sale, by Vape Element, LLC d/b/a BLVK ("**Company**"), of the items ("**Goods**") described in the accompanying Invoice and/or Purchase Order (collectively "**Order**") to the buyer listed on the Order (the "**Buyer**"). The Order and these Terms (collectively, the "**Agreement**") compromise the entire agreement between the Buyer and Company, and supersedes any and all prior or contemporaneous understandings, agreements and/or negotiations.

2. **Acceptance of Terms.** This Agreement shall be considered accepted by Buyer and shall become binding immediately upon Buyer's confirmation of the Order and/or upon Buyer's payment, whichever occurs first.

3. Shipping and Delivery.

- (a) The Goods will be delivered within a reasonable time after Company's receipt of Buyer's payment.
- (b) Company may, in its sole discretion, without liability or penalty, make partial shipments of the Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's Order.
- (c) The quantity of any installment of Goods as recorded by Company on dispatch from Company's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
- (d) All Goods shall be delivered to Buyer's shipping address, as specified in the Order. In the event that the Goods are shipped via Buyer's requested carrier, delivery of the Goods shall be made F.O.B. Shipping Point. On the other hand, should Company use its preferred carrier for the shipment of the Goods, delivery of the Goods shall be made F.O.B. Destination.

4. **Title and Risk of Loss.** In the event that the Goods are shipped via Buyer's requested carrier, title and risk of loss and damage passes to the Buyer immediately upon transfer of the Goods to Buyer's requested carrier. In the event that the Goods are shipped via Company's preferred carrier, title shall pass to Buyer upon the delivery of the Goods to Buyer's shipping address, as specified in the Order, and Company shall bear all risk of loss and damage to the Goods until delivery of the Goods to Buyer's shipping address.

5. Inspection and Rejection of Nonconforming Goods.

- (a) Buyer shall inspect the Goods within five (5) days of receipt of the Goods (the "**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Company, in writing, of any Non-Conforming Goods within the Inspection Period, and furnishes evidence or other documentation of such non-conformity as reasonably required by Company. For the purpose of this Agreement "**Non-Conforming Goods**" shall solely mean that the Goods are damaged or defective.
- (b) In the event that Buyer timely notifies Company of any Non-Conforming Goods, and Company confirms that the Goods are in fact damaged or defective, Buyer shall have the right to exchange the Non-Conforming Goods with conforming Goods. Buyer acknowledges and agrees that its right to exchange the Non-Conforming Goods with conforming Goods is its sole and exclusive remedy for the delivery of Non-Conforming Goods, and it is not entitled to a refund of any monies paid. Buyer further acknowledges and agrees that its right to exchange the Goods is expressly made conditional upon Buyer's return of the Non-Conforming Goods to Company.

6. **No Returns or Refunds.** Except as provided for under Sections 5(b) and 10(a), all sales of the Goods made to Buyer are final, and Buyer has no right to return, exchange or seek a refund for the Goods purchased under this Agreement.

7. **Price.** The price of the Goods is the total amount stated in the Order (the "**Price**"). The Price is inclusive of all sales, sales tax if applicable, and shipping costs. However, unless otherwise stated, it does not include Tobacco related taxed imposed by any Governmental authority. Buyer shall be responsible for all such taxes.

8. **Payment Terms.** Payment shall be due and payable in full prior to Company's shipment of the Goods.

9. **Representations.**

(a) **By Company.** Company hereby represents and warrants that it (i) is duly organized, validly existing, and in good standing as an entity as represented herein under the laws and regulations of its jurisdiction; (ii) has the full right, power and authority to enter into this Agreement, and to grant the rights and perform the obligations hereunder; and (iii) will comply with all applicable federal, state, city and local laws, regulations and statutes.

(b) **By Buyer.** Buyer hereby represents and warrants that (i) they are of legal smoking age in their jurisdiction and have the legal right to purchase the Goods; (ii) they have the full right, power and authority to enter into this Agreement, and to grant the rights and perform the obligations hereunder; (iii) if this order is being made on behalf of a corporation or other entity, that the individual making the order has the full right, power and authority to bind said corporation or other entity; and (iv) Buyer will comply with all applicable federal, state, city and local laws, regulations and statutes.

10. **Limited Warranty.**

(a) Company warrants to Buyer that for a period of twelve (12) months following the date of the shipment of the Goods ("**Warranty Period**"), that such Goods will be free from material defects in material and craftsmanship. Buyer acknowledges and agrees that Company shall not be liable for any breach of the warranty set forth herein unless: (i) Buyer gives written notice of the defect, reasonably described, to Company within the Warranty Period; (ii) Buyer returns the Goods to Company, at Company's expense, for examination; (iii) Company is given a reasonable opportunity after receiving the returned Goods to inspect the Goods; and (iv) Company reasonably verifies Buyer's claim that the Goods are defective. In the event that the requirements set forth herein are met, and Company verifies that the Goods are defective, Buyer acknowledges and agrees that its sole remedy with respect to such Goods during the Warranty Period shall be the repair or replacement of such Goods.

(b) **BUYER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT SETS FORTH ALL COMPANY WARRANTIES; THUS COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND. FOR THE AVOIDANCE OF DOUBT, EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(a), COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

(c) Buyer acknowledges and agrees that products manufactured by third parties ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Goods. **COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

11. **Limitation of Liability.** Company and Buyer agree that, in any action arising out of, regarding or relating to this Agreement, **IN NO EVENT SHALL COMPANY'S LIABILITY, WHETHER ARISING IN CONTRACT OR TORT, EXCEED THE TOTAL AMOUNT PAID TO COMPANY BY BUYER FOR THE GOODS SOLD HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY CLAIM FOR LOSS OF PROFITS, LOST BUSINESS, OR LOST BUSINESS OPPORTUNITIES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

12. **Modifications.** This Agreement may only be amended, changed or modified in a writing, which is signed by both Company and Buyer.

13. **Indemnification.** Buyer shall indemnify, defend and hold harmless Company and its employees, agents, successors, licensees, assigns, subsidiaries and affiliates from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including, without limitation, reasonable attorneys' fees and costs), resulting from any claim, suit, action, or proceeding asserted against Company by any third party arising out of or relating to: (i) any breach of Buyer's representations or warranties herein; and (ii) any misuse of the Goods.

14. **Force Majeure.** Neither Company nor Buyer will be liable or responsible to the other, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent that such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, or explosion; (iii) war, terrorism, invasion, riot, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; (viii) pandemic or epidemic; or (ix) national or regional

shortage of adequate power, telecommunications, or transportation facilities (each of the foregoing, a "**Force Majeure Event**"), in each case, provided that (a) such Force Majeure Event is outside of the reasonable control of the affected party; (b) the affected party promptly provides notice to the other party, setting forth the nature and extent of the event and the period of time the occurrence is expected to continue; and (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. **Relationship of Parties.** The relationship between Company and Buyer is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship, and neither Company nor Buyer shall have authority to contract for or bind the other in any manner whatsoever.
16. **Governing Law.** This Agreement and all questions of interpretations, construction and enforcement and all controversies hereunder shall be governed by the laws of the State of California, without regard to conflict of law rules or principles that could result in the application of the laws of any other jurisdiction. Company and Buyer agree that the forum for resolving all disputes under this Agreement shall be Los Angeles County, California.
17. **Waiver.** No waiver of any provision or any default by either Company or Buyer shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the waiving party.
18. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the parties.
19. **Counterparts; Manner of Delivery.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered, and be valid and effective for all purposes.
20. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
21. **Assignment.** Buyer may not assign any rights or obligations under this Agreement without the prior written consent of Company.
22. **Entire Agreement.** This Agreement shall constitute the entire understanding between the Buyer and Company with regard to the subject matter hereof and may not be amended or modified except in writing signed by both Buyer and Company.