

PRODUCT TRANSFER AGREEMENT

This Product Transfer Agreement (hereinafter collectively the "Transfer Agreement") is effective as of **August 25, 2021** ("Effective Date"), between **Hillcrest High School**, with a principal business located at **11800 Indiana Avenue, Riverside, CA 92503**, on behalf of and for the benefit of itself, and its affiliates (collectively referred to as "Transferee") and **Samsung Electronics America, Inc.**, with its principal place of business at 85 Challenger Road, Ridgefield Park, NJ 07660 ("Samsung").

WHEREAS, Samsung is in possession of certain Products, more fully described as:

- Galaxy Tab S7 SM-T870NZSAXAR (current price \$649.99) 10 units = \$6,499.90
- 2016 Gear Fit 2 SM-R3600ZBNXAR (current price \$99.99) 16 units = \$1,599.84
- 2016 Gear S2 SM-R7200ZWAXAR (current price \$149.99) 9 units = \$1,349.91
- 2019 Galaxy Watch Active SM-R500NZKAXAR (current price \$99.99) 11 units = \$1,099.89
- 2018 65" Flat QN65QFNFAF (current price \$2,499.99) 4 units = \$9,999.96
- 2019 55" Flat QN55Q80RAF (current price \$1,099.99) 2 units = \$2,199.98
- 2017 65" Curved QN65Q8CAMF (current price \$1,499.99) 7 units = \$10,499.93
- 27" Curved Monitor S27D590CS (current price \$199.99) 3 units = \$599.97
- 27" Curved Monitor C27H711QEN (current price \$249.99) 8 units = \$1,999.92
- 28" UHD Monitor U28D590D (current price \$199.99) 5 units = \$999.95
- R5 Speaker WAM550 (current price \$149.99) 2 units = \$299.98

WHEREAS, Samsung and Transferee seek to allocate any and all liabilities relating to the use or misuse of the Products, with all such liabilities residing in Transferee on and after the date of transfer of the Products;

NOW, THEREFORE, in consideration of the covenants, promises, representations, warranties, and conditions contained herein, the parties hereby agree as follows:

1. **TITLE:** Samsung has possession of and good and marketable title to the Products. Samsung shall transfer the Products to Transferee free and clear of all claims, liens, mortgages, and encumbrances. At the time of transfer, title, possession and risk of loss for the Products shall pass to Transferee. Transferee understands and agrees that transfer of the Products is solely as its own risk. Transferee understands and agrees that the Products may be pre-production products and may contain errors and/or defects, and that the features and capabilities may be different in any Products at the time of commercial release. No licenses are granted by Samsung to Transferee by implication, estoppels or otherwise, to any of Samsung's intellectual property, including without limitation trademarks, copyrights, patents, mask works and trade secrets, as a result of the transfer contemplated herein.

2. **SALES TAX:** Transferee agrees to pay all sales tax and any other taxes associated with the transfer of the Products from Samsung to Transferee (if any), and to indemnify Samsung against conflicting claims by any governing body with respect to any such taxes.

3. **DUE DILIGENCE:** Transferee acknowledges that it: (a) has conducted its own inquiry and investigation into, and based thereon, has formed an independent judgment concerning, the Products; (b) has

been furnished with or given access to such information about the Products as it has requested; (c) has inspected the Products; and (d) based on all such information has found the Products to be in acceptable condition for the purpose of consummating the transfer contemplated by this Transfer Agreement.

4. **RELEASE:** Transferee, for its successors assigns, agents, employees, and representatives, hereby releases and discharges Samsung and each of its former, current, and future directors, officers, shareholders, predecessors, successors, assigns, affiliates, board members, agents, insurance carriers, attorneys, servants, and employees, from each and every claim, causes of action, damages (including consequential damages) and demands, loss and expense, including but not limited to attorneys fees and costs, that it has or might have, in any way arising out of or in connection with this Transfer Agreement or Transferee's possession, use, maintenance, transfer or disposal of the Products.

5. **INDEMNIFICATION:** Transferee agrees to defend, indemnify, and hold harmless Samsung and each of its former, current, and future directors, officers, shareholders, predecessors, successors, assigns, affiliates, board members, agents, insurance carriers, attorneys, servants and employees from and against any and all claims, causes of actions, damages and demands,

losses and expenses of every kind, including those related to the environment, health, or safety, and including attorneys fees and costs, arising out of or in any way related to Transferee's possession, use, maintenance, transfer or disposal of the Products, or resulting from any breach by Transferee of its obligations under this Agreement.

6. WARRANTY DISCLAIMER:

(a) SAMSUNG HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE PRODUCTS IN ANY RESPECT WHATSOEVER, INCLUDING ANY WARRANTY REGARDING THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT—IT BEING UNDERSTOOD AND AGREED THAT THE PRODUCTS ARE TO BE TRANSFERRED “AS IS” AND “WHERE IS” ON THE DATE OF TRANSFER AND IN THEIR CONDITION AS OF SAID DATE;

(b) In connection with Samsung's transfer of the Products, Samsung shall in no event be liable for any claim whatsoever by or through Transferee, or any third party, for any inoperability or failure of the Products to perform as designed or intended, whether such claim is based in any form of warranty, contract,

tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, exemplary or other damages. Samsung neither assumes nor authorizes any person to assume for Samsung any liability in connection with the sale or resale or use or misuse of the Products.

7. TRANSFEREE'S AUTHORITY: Transferee represents and warrants to Samsung that it has the requisite power and authority to enter into this Agreement and to release and indemnify Samsung as contemplated herein.

8. COMPLETE AGREEMENT: This Transfer Agreement and the terms and conditions set forth herein constitute the complete and final agreement between Samsung and Transferee relating to the transfer of the Products, and no other agreement in any way modifying these terms and conditions will be binding upon Samsung unless made in writing and signed by a duly authorized representative of Samsung.

9. GOVERNING LAW: this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. USE OF SAMSUNG NAME: Transferee shall not use Samsung's name or any trademark or reference related to Samsung's name in connection with the use, disposal, or sale of the Products.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the latest date written below.

Hillcrest High School

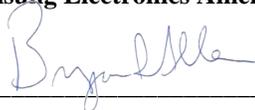
By _____

Name _____

Title _____

Date _____

Samsung Electronics America, Inc.

By 

Name Bryan Allen

Title CHRO

Date 9/7/21

