

PURCHASE AGREEMENT

This Purchase Agreement("Agreement") is entered into as of the date appearing on the Credit Acceptance Application("Application") between Americas Gold and the person or entity identified in the Application("Buyer") and shall be the agreement between the parties for all purchases by buyer of merchandise sold by Americas Gold to Buyer.

1. OVERDUE BILLS AND ANTICIPATION: No allowance for anticipation unless otherwise provided in writing on the face hereof. Buyer shall pay a service charge on past due bills at a rate (3%) percent higher than the prime rate then charged by major California banks provided that such charge shall not exceed the highest rate permitted by law, in which case the highest permitted by law shall be charged.

2. CREDIT-DEFAULT: (a) Buyer warrants and represents to Americas Gold that it is fully solvent and able to meet its obligations as they mature; (b) Buyer's failure to fulfill any obligations to Americas Gold at maturity under this or any other agreement shall accelerate and make due and payable immediately all amounts owing to Americas Gold under this or any other agreement irrespective of the terms of payment set forth in this or such other contracts, if Americas Gold so elects; (c) the signing of this agreement by Americas Gold shall not imply that Americas Gold has investigated the financial responsibility of Buyer and found it satisfactory, and in any event Americas Gold shall at all times have the right to limit or cancel Buyer's credit line upon notification to buyer. If, in Americas Gold sole opinion, the financial condition of Buyer at any time warrants such action. Americas Gold may demand payment in cash in whole or part, or anticipation of payment of other obligations, before acquiring, manufacturing, Processing, or delivering the goods or any part thereof, and Buyer agree to comply with such demand. Upon Buyer's failure to make such payment or anticipation within ten (10) days after demand, Americas Gold, in addition to its other rights set forth in this agreement or granted to it by law shall have the right to cancel the agreement and recover its damages from Buyer, sell all or any part of the undelivered goods at public or private sale and hold Buyer responsible for its damages.

3. DELIVERY AND TENDER: (a) The acceptance of shipment by any common carrier or licensed truck man shall constitute a delivery to Buyer, or in the absence of shipping instructions, the mailing of the invoice to Buyer shall constitute a delivery effective upon deposit into the United States Mail, postage prepaid. Upon the occurrence of either event the risk of loss shall pass immediately to Buyer; (b) any delivery or tender made within twenty (20) days after the specified date of delivery shall constitute a good delivery or tender. Thereafter any delivery or tender made prior to receipt of Americas Gold of written cancellation shall constitute a good delivery or tender. Where Buyer has declared or manifested an intention not to accept delivery in accordance with this agreement, no tender of delivery shall be necessary, but Americas Gold may, at its option, give notice in writing to buyer that Americas Gold is ready and willing to deliver in accordance with this agreement and such notice shall constitute a valid tender of delivery.

4. CLAIMS AND ALLOWANCES: Americas Gold shall not be liable for normal manufacturing defects nor for customary variations from quantities or specification nor for defects resulting from imperfections inherent goods, over which Americas Gold has no direct control. If Buyer claims goods are defective in quality, they must be offered to Americas Gold for examination within five (5) days of said claim. Buyer must make available for inspection and examination by Americas Gold or its designees all goods which buyer claims to be defective. Americas Gold may replace any goods claimed by Buyer to be defective within TEN (10) DAYS after Buyer makes them available for inspection and examination and such replacement shall constitute a satisfaction and discharge of all claims of Buyer relative to goods so replaced. Buyer's right to cancel goods by reason of defects shall at all times be limited to that portion of the goods actually defective. Claims of any kind or nature, except for latent defects, are barred unless made in writing within five (5) days after delivery (or tender) as herein defined of the goods complained of. Claims for latent defects are barred unless made in writing thirty (30) days after delivery of the goods complained of. The limit of liability of Americas Gold for late delivery or non delivery or any other breach shall be the difference, if any, between the contract price and fair market price, on the contract date of delivery, of the goods delivered or to be delivered. IN NO EVENT SHALL BUYER BE ENTITLED TO CLAIM ANY OTHER DAMAGES OF ANY NATURE WHATSOEVER OR ANY CONSEQUENTIAL DAMAGES, AND IN NO INSTANCE SHALL DAMAGES INCLUDE PROFIT ON CONTEMPLATED USE OR PROFIT OF ANY DESCRIPTION.]

5. WARRANTIES: AMERICAS GOLD MAKES NO WARRANTY OF FITNESS OF THE GOODS SOLD HEREUNDER FOR ANY SPECIFIC PURPOSE OR END USE UNLESS OTHERWISE EXPRESSLY STATED HEREIN, AND IN THE ABSENCE THEREOF BUYER UNDERTAKES THE COMPLETE AND ENTIRE RESPONSIBILITY OF ASCERTAINING WHETHER THE GOODS PURCHASED HEREUNDER MEET THE REQUIREMENTS OF OR ARE SUITABLE FOR THE BUYER'S INTENDED USE.

6. MISCELLANEOUS: THIS AGREEMENT SUPERSEDES BUYER'S PURCHASE ORDER AND/OR CONTRACT, IF ANY. No part of any such Buyer's purchase order and/or contract shall be deemed confirmed or accepted by an provision or part hereof. Buyer and Americas Gold agree that this agreement represents the final, complete and exclusive statement of the terms of their agreement, that it may not be modified or discharged in whole or in part except by a writing signed by the party or an unauthorized officer of the party against whom enforcement of any modification or discharge is sought. No waiver of any default by either party shall operate as a waiver of any other default or of the same default on a future occasion.

If any provision of this agreement is or at any time becomes unenforceable or invalid no other provision shall be affected thereby and the remaining provision of this agreement shall continue with the same force and effect as if such unenforceable or invalid provision had not been inserted herein. Buyer may not assign this agreement or any interest therein without the prior written consent of Americas Gold.

7. HOLD HARMLESS; Buyer shall hold harmless Americas Gold and its officers directors, shareholders, employees, and representatives from and against any claim or suit brought any of them by any third party on account of merchandise sold to buyer hereunder, and shall indemnify them from any loss, cost or expense any of them may incur by reason thereof (including actual attorney's fees and costs).

8. APPLICABLE LAW, JURISDICTION AND VENUE; this agreement shall be governed and construed in accordance with the laws of the state of California. The parties that any dispute between them shall resolved in any court with subject matter jurisdiction in the Central District of the County of Los Angeles, state of California, and buyer irrevocably consents to personal jurisdiction and venue of any such court.

9. ATTORNEY'SFEES AND COSTS: In the event suit is brought to enforce any provision of this agreement the prevailing party, shall in any other recovery which may be awarded, be entitled to recover all of the actual attorney's fees and costs of suit incurred.

THIS DOCUMENT, WHEN ACCEPTED BY AMERICAS GOLED, SHALL BE ALEGALLY BINDING AGREEMENT BETWEEN THE PARTIES.

ACCEPTED:

AMERICAS GOLD

BUYER:

Signature:

Signature (Buyer):

Print Name& Title:

Print Name& Title (buyer):

Date:

Date: