

SALES AGREEMENT

This Sales Agreement ("Agreement") is entered into on the _____ day of _____, 20_____, by and between:

SELLER:

Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Email: _____

Phone: _____

and

BUYER:

Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Email: _____

Phone: _____

(Hereinafter, Seller and Buyer may be referred to individually as "Party" and collectively as "Parties").

RECITALS

WHEREAS, Seller is engaged in the business of selling certain goods and/or services; and

WHEREAS, Buyer desires to purchase such goods and/or services from Seller, and Seller desires to sell such goods and/or services to Buyer, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows: 1. DEFINITIONS

- a. **"Goods"** shall mean the tangible items described in Section 3 of this Agreement.
- b. **"Services"** shall mean the intangible work or actions described in Section 3 of this Agreement.

c. **"Purchase Price"** shall mean the total amount payable by Buyer to Seller for the Goods and/or Services, as specified in Section 4.

d. **"Delivery Date"** shall mean the date or period by which the Goods are to be delivered or Services are to be completed, as specified in Section 6.

2. AGREEMENT TO SELL AND PURCHASE

Seller agrees to sell and Buyer agrees to purchase the Goods and/or Services described herein, in accordance with the terms and conditions of this Agreement.

3. GOODS AND/OR SERVICES

The Goods and/or Services to be sold and purchased under this Agreement are described as follows:

4. PURCHASE PRICE

The total Purchase Price for the Goods and/or Services shall be _____ (_____ and _____/100 U.S. Dollars).

5. PAYMENT TERMS

a. **Payment Schedule:** The Purchase Price shall be paid by Buyer to Seller as follows:

- Full payment due upon execution of this Agreement.
- Full payment due upon delivery of Goods or completion of Services.
- Payment in installments as follows:
- Other (specify): _____

b. **Payment Method:** Payment shall be made by _____ (e.g., bank transfer, check, credit card) to an account designated by Seller.

c. **Late Payments:** Any payment not received by the due date shall accrue interest at the rate of _____ % per month, or the maximum rate permitted by law, whichever is less, from the due date until paid in full. Buyer shall also be responsible for any costs of collection incurred by Seller, including reasonable attorney's fees.

6. DELIVERY

a. Delivery of Goods:

i. **Delivery Location:** The Goods shall be delivered to:

Street Address: _____

City: _____ State: _____ Zip Code: _____

ii. **Delivery Date:** The Goods shall be delivered on or before the _____ day of _____, 20____.

iii. **Shipping Costs:** Shipping costs shall be borne by Seller / Buyer.

iv. **Risk of Loss:** Risk of loss or damage to the Goods shall pass to Buyer upon shipment / delivery to the specified location.

b. Performance of Services:

i. **Service Location:** The Services shall be performed at:

Street Address: _____

City: _____ State: _____ Zip Code: _____

ii. **Completion Date:** The Services shall be completed on or before the _____ day of _____, 20____.

7. REPRESENTATIONS AND WARRANTIES

a. **Seller's Warranties:** Seller represents and warrants that:

i. Seller has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

ii. The Goods are free from any liens or encumbrances and Seller has good and marketable title to the Goods.

iii. The Goods will conform to the description provided in Section 3 and will be free from defects in material and workmanship for a period of _____ days/months from the Delivery Date.

iv. The Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.

b. **Buyer's Warranties:** Buyer represents and warrants that:

- i. Buyer has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- ii. Buyer has the financial capacity to pay the Purchase Price as and when due.

8. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

9. INDEMNIFICATION

Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party") from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to any breach by the Indemnifying Party of its representations, warranties, or covenants under this Agreement.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR BUSINESS OPPORTUNITIES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF SELLER TO BUYER FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE GOODS AND/OR SERVICES.

11. DEFAULT AND REMEDIES

- a. **Events of Default:** An event of default shall occur if either Party fails to perform any material obligation under this Agreement and such failure continues for a period of _____ days after receiving written notice from the non-defaulting Party.
- b. **Remedies:** Upon an event of default, the non-defaulting Party may, in addition to any other remedies available at law or in equity:
 - i. Terminate this Agreement.

- ii. Seek specific performance of the defaulting Party's obligations.
- iii. Recover any damages incurred as a result of the default.

12. TERMINATION

- This Agreement may be terminated:**
- a. By mutual written agreement of the Parties.
 - b. By either Party upon an event of default by the other Party, as described in Section 11.
 - c. By Seller if Buyer fails to make any payment when due.
 - d. By Buyer if Seller fails to deliver the Goods or perform the Services by the Delivery Date.

13. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public information disclosed by the other Party in connection with this Agreement, including but not limited to business plans, customer lists, pricing, and technical data ("Confidential Information"). Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law. This obligation of confidentiality shall survive the termination of this Agreement.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

15. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail (return receipt requested), or sent by recognized overnight courier service, to the addresses specified in the preamble of this Agreement.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

17. AMENDMENT

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

18. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. WAIVER

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision at a later time.

20. ASSIGNMENT

Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or delegation without such consent shall be null and void.

21. HEADINGS

The headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

22. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. FURTHER ASSURANCES

Each Party agrees to execute and deliver any additional documents and to perform any acts that may be reasonably necessary or desirable to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Sales Agreement as of the date first written above.

SELLER

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

BUYER

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____