

Sales Contract

This Sales Contract (the "**Agreement**") is established as of the _____ by and between _____ with a mailing address at _____ (hereinafter referred to as the "**Seller**"), and _____, with a mailing address at _____ (hereinafter referred to as the "**Buyer**"), collectively referred to as the "**Parties**", both of whom mutually commit to adhere to and be governed by this Agreement.

1. Sale of Goods

The Seller agrees to make the Goods available for sale, and the Buyer agrees to purchase the Goods in accordance with the terms and conditions set forth in this Agreement.

2. Delivery and Shipping

The Seller shall arrange for the delivery or shipping of the Goods to the Buyer's designated location as follows:

3. Purchase Price and Payments

The purchase price for the Goods shall be \$_____. The Seller will provide an invoice to the Buyer at the time of delivery or pick-up. All invoices must be paid in full within _____ days. Any outstanding balances after _____ days will be subject to a late payment penalty of _____%.

4. Inspection of Goods and Rejection

The Buyer shall have the right to inspect the Goods upon delivery or pick-up. If the Goods are found to be unacceptable for any reason, the Buyer must reject them at the time of pick-up.

In the event that the Buyer rejects the Goods, the Buyer shall allow the Seller a reasonable time to remedy the deficiency. The determination of a reasonable time period shall be based on industry standards for the particular Goods, as well as the mutual agreement of the Seller and the Buyer.

5. Risk of Loss

The risk of loss shall be borne by the Seller until the Goods are accepted by the Buyer upon delivery or pick-up. The Seller shall maintain all necessary insurance to cover the Goods against loss, and the expenses related to such insurance shall be borne by the Seller.

6. Title

Title to the Goods shall remain with the Seller until the Buyer accepts the delivery or picks up the Goods.

7. Excuse for Delay or Failure to Perform

The Seller shall not be liable to the Buyer for any delay, non-delivery, or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes beyond the Seller's control. In the event of any such circumstances, the Seller shall immediately notify the Buyer, and either Party may terminate this Agreement upon such notice.

8. Termination

This Agreement may be terminated at any time by either Party upon providing written notice to the other Party. In the event of termination, the Buyer shall be responsible for payment of all Goods delivered and accepted up to the date of termination.

9. Disclaimer of Warranties

The Goods are sold "as is." The Seller expressly disclaims all warranties, whether express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

10. Limitation of Liability

Under no circumstances shall either Party be liable to the other Party or any third party for any damages resulting from any part of this Agreement, including but not limited to loss of revenue, anticipated profit, lost business, costs of delay, or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

11. Severability

If any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, the invalid or unenforceable part shall be severed from the remainder of the Agreement, and all other provisions shall continue in full force and effect as valid and enforceable.

12. Waiver

The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege, or the exercise of any other right, power, or privilege.

13. Remedies and Legal Fees

In the event of a dispute, the Buyer's sole remedy for any losses or damages resulting from defective Goods or any other cause shall be limited to the purchase price of the specific Goods, plus any shipping costs paid by the Buyer. In the event of legal action arising from such dispute, the prevailing Party shall be entitled to recover its legal fees, including but not limited to attorneys' fees.

14. Legal and Binding Agreement

This Agreement is legal and binding between the Parties as stated above. Each Party represents that they have the authority to enter into this Agreement.

15. Governing Law and Jurisdiction

The Parties agree that this Agreement shall be governed by the laws of the State in which both Parties do business. In the event that the Parties do business in different States, this Agreement shall be governed by the laws of _____.

16. Entire Agreement

The Parties acknowledge and agree that this Agreement represents the entire agreement between them. Any changes, additions, or modifications to the terms herein shall be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Seller

Buyer

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Please note that it is important to review and understand all the provisions and obligations set forth in this Agreement before signing. If there are any questions or concerns regarding the terms, it is advisable to seek legal advice or clarification. By signing above, the Parties acknowledge that they have read and comprehended the Agreement and agree to be bound by its terms and conditions.