

Sales Contract

This Sales Agreement ("Agreement") dated _____, 20__ (the "Effective Date") is made between _____ (the "Seller") located at _____ and _____ (the "Buyer"), located at _____, collectively referred to as "the Parties."

The Seller is the Seller/Manufacturer/Distributor of the following products(s):

And the Buyer hereby intends to purchase the above-referenced product(s).

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

Sale of Goods. The Seller agrees to make available, sell, transfer, and deliver to the Buyer the following Goods (the "Goods") on or before this ____ day of _____, 20__.

The Buyer agrees to sell the following Goods as detailed in **Exhibit A** to this Agreement (the "Goods").

Other: _____

Purchase Price and Payment. Seller hereby agrees to sell the defined Goods to the Buyer for _____ (the "Purchase Price").

The Seller shall provide an invoice to the Buyer upon delivery of the Goods. The Buyer understands and agrees that all invoices must be paid in full within ____ days. Any amount not paid within ____ days will be subject to a ____ % late payment penalty.

The Seller holds a security interest in the Goods until paid in full.

Delivery. The Seller shall deliver the above-referenced Goods to the buyer at:

The Seller further agrees to Deliver the Goods on the following date(s) unless otherwise agreed to by the Parties in writing:

The Goods are to be deemed delivered when the Buyer has accepted the delivery at the above location as agreed to by the Parties. The method of shipping will be determined by the Seller, and the Buyer will only be responsible for the shipping costs up to \$ ____.

Inspection of Goods Upon Delivery. The Buyer is entitled to inspect the Goods upon delivery. If the Buyer finds that the Goods are unacceptable for any reason, the Buyer shall reject the Goods at the time of delivery up to five (5) business days from the date of delivery. If the Buyer does not reject the Goods within five (5) business days from the receipt of the goods, the Buyer is deemed to have waived any right to reject such delivery of Goods.

In the event the Buyer rejects the Goods within the allotted timeframe above, the Buyer will allow the Seller a reasonable time to cure the deficiency. A reasonable time is to be determined by industry standards for the Goods, as well as the Buyer and Seller.

Risk of Loss. The Risk of Loss will be on the Seller until the time for which the Buyer accepts the delivery. The Seller agrees to keep any and all necessary insurance to insure the Goods against the loss at the Seller's expense.

Title. The title to the above-defined Goods will remain with the Buyer until the Seller accepts the delivery of the Goods.

Failure to Perform or Excuse for Delay. The Seller shall not be liable to the Buyer for any non-delivery, delay, or default of this Sales Agreement due to transportation shortage of materials, delays, or labor disputes to product the Goods, accidents, fires, Acts of God, or any other outside causes of the same outside of the Seller's control.

Time is of the Essence. The Parties understand and acknowledge that time is of the essence with respect to each other's obligations defined in this Agreement and that prompt and timely performance of all such obligations is strictly required.

Termination. Either Party may terminate this Sales Agreement at any time upon written notice to the other Party. Buyer will be responsible for payment of all Goods accepted and delivered up to the date of termination.

Notice. All notices or requests required or contemplated by this Agreement shall be in writing and such notice shall be delivered as follows:

(a) if from the Buyer to the Seller shall be hand-delivered or mailed to:

or such other address as the Buyer shall specify in written notice to the Seller

(b) if from the Seller to the Buyer, shall be hand-delivered or mailed to:

or such other address as the Seller shall specify in written notice to the Buyer.

Disclaimer of Warranties. THE GOODS SUBJECT TO THIS AGREEMENT ARE SOLD 'AS IS.' THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR EXPRESSED, INCLUDING, BUT NOT LIMITED TO ANY SUCH IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY OR ANY DAMAGES AS A RESULT OF ANY PART OF THIS SALES AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOST BUSINESS, LOSS OF ANTICIPATED PROFIT, FAILURE OF DELIVERY, OR COST OF DELAY WHICH ARE NOT RELATED TO OR AS A DIRECT AND PROXIMATE RESULT OF A PARTY'S BREACH OR NEGLIGENCE.

Dispute Resolution. Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of _____.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of _____.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of _____ without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

Further Assurances. Upon a party's reasonable request, the other party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

Legal Fees. Should a dispute between the named Parties arise that lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.

No Assignment. This Agreement shall be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Electronic Signatures. This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

No Waiver. No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar).

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Sales Contract effective as of the _____ day of _____, 20__ (the "*Effective Date*").

Dated: _____

Dated: _____

Seller's Signature

Buyer's Signature

Seller's Printed Name or Entity

Buyer's Printed Name or Entity

Seller's Contact Information:

Buyer's Contact Information:

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Email Address: _____

Email Address: _____

