

# Sales Agreement

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## SALES AGREEMENT

This Sales Agreement ("Agreement") is made and entered into as of [DATE] (the "Effective Date") by and between:

Seller: [SELLER NAME], a [ENTITY TYPE, E.G., CORPORATION/LLC/INDIVIDUAL] with a principal place of business at [SELLER ADDRESS] ("Seller"); and

Buyer: [BUYER NAME], a [ENTITY TYPE, E.G., CORPORATION/LLC/INDIVIDUAL] with a principal place of business at [BUYER ADDRESS] ("Buyer").

Seller and Buyer are each a "Party" and together the "Parties." The Parties agree as follows:

### 1. Recitals

1.1 Seller is engaged in the business of selling [DESCRIPTION OF GOODS OR SERVICES].

1.2 Buyer desires to purchase and Seller desires to sell the goods and/or services described in this Agreement on the terms and conditions set forth herein.

### 2. Definitions

2.1 "Goods" means the items, products and/or materials described in Exhibit A attached hereto and incorporated herein by reference, and any replacements or substitutions agreed in writing by the Parties.

2.2 "Services" means any services described in Exhibit A.

2.3 "Purchase Price" means the total price payable by Buyer to Seller for the Goods and/or Services as set forth in Section 4.

### 3. Sale of Goods and/or Services

3.1 Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Buyer agrees to purchase, the Goods and/or Services described in Exhibit A.

3.2 Changes. Any changes to the Goods or Services, including quantity, specifications, or delivery schedule, must be agreed in writing by both Parties.

### 4. Purchase Price and Payment

4.1 Purchase Price. The Purchase Price for the Goods and/or Services is [PURCHASE PRICE] [CURRENCY], as detailed in Exhibit A.

4.2 Payment Terms. Buyer shall pay Seller the Purchase Price as follows: [DEPOSIT AMOUNT] due upon execution of this Agreement and the balance of [BALANCE AMOUNT] due [NUMBER] days after invoice or as otherwise set forth in Exhibit A.

4.3 Invoices. Seller will invoice Buyer for amounts due. Unless otherwise agreed, Buyer shall pay undisputed invoices within [NET TERMS, E.G., 30] days of receipt.

4.4 Late Payments. Overdue amounts shall accrue interest at the lesser of [INTEREST RATE]% per annum or the maximum rate permitted by applicable law. Buyer shall also be responsible for all costs of collection, including reasonable attorneys' fees.

### 5. Delivery, Title, and Risk of Loss

5.1 Delivery. Seller shall deliver the Goods to Buyer at [DELIVERY LOCATION] on or before [DELIVERY DATE] in accordance with the delivery terms set forth in Exhibit A.

5.2 Shipping Terms. Shipping and incoterms: [SHIPPING TERMS, E.G., FOB, CIF, EXW].

5.3 Title and Risk of Loss. Title to and risk of loss for the Goods pass to Buyer upon [SPECIFY CONDITION, E.G., DELIVERY TO BUYER, LOADING ON CARRIER].

## **6. Inspection and Acceptance**

6.1 Inspection. Buyer shall inspect the Goods upon receipt and shall notify Seller in writing within [INSPECTION PERIOD] days of any nonconformity or defect.

6.2 Acceptance. If Buyer does not notify Seller of any defects within the inspection period, the Goods shall be deemed accepted.

6.3 Rejection. If Buyer timely rejects any Goods due to nonconformity, Seller shall, at Seller's option, repair or replace the Goods or issue a credit or refund.

## **7. Warranties**

7.1 Seller Warranty. Seller warrants that, for a period of [WARRANTY PERIOD] from delivery, the Goods shall conform to the specifications and be free from material defects in material and workmanship under normal use.

7.2 Exclusions. The warranty does not cover damage due to misuse, negligence, alteration, improper installation, or normal wear and tear.

7.3 Disclaimer. Except as expressly provided in this Agreement, Seller disclaims all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law.

## **8. Limitation of Liability**

8.1 Exclusion of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF USE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Cap on Liability. THE AGGREGATE LIABILITY OF SELLER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY BUYER TO SELLER UNDER THIS AGREEMENT DURING THE [SPECIFY PERIOD, E.G., 12 MONTHS] PRECEDING THE EVENT GIVING RISE TO LIABILITY.

## **9. Indemnification**

9.1 By Seller. Seller shall indemnify, defend, and hold harmless Buyer, its affiliates, and their respective officers, directors, employees and agents from and against any claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of Seller's breach of its warranties or gross negligence or willful misconduct.

9.2 By Buyer. Buyer shall indemnify, defend, and hold harmless Seller, its affiliates, and their respective officers, directors, employees and agents from and against any claims arising out of Buyer's misuse of the Goods or Buyer's breach of this Agreement.

## **10. Confidentiality**

10.1 Confidential Information. Each Party may receive confidential or proprietary information of the other Party marked or reasonably understood to be confidential ("Confidential Information").

10.2 Obligations. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information, not to disclose it to third parties except as permitted, and to use it only for the performance of this Agreement. Confidentiality obligations do not apply to information that is publicly known, independently developed, or required to be disclosed by law.

## **11. Intellectual Property**

11.1 Pre-existing IP. Each Party retains all right, title and interest in its pre-existing intellectual property.

11.2 Buyer Materials. Buyer grants Seller a non-exclusive, limited license to use Buyer's materials solely

to the extent necessary to perform the Services.

11.3 Deliverables. Unless otherwise agreed in writing, Seller grants Buyer a perpetual, non-exclusive license to use any deliverables provided to Buyer under this Agreement for Buyer's internal business purposes.

## **12. Term and Termination**

12.1 Term. This Agreement commences on the Effective Date and continues until all obligations are fulfilled, unless earlier terminated as provided herein.

12.2 Termination for Cause. Either Party may terminate this Agreement for material breach by the other Party if the breaching Party fails to cure the breach within [CURE PERIOD] days after receiving written notice.

12.3 Termination for Convenience. [Optional: EITHER PARTY MAY TERMINATE THIS AGREEMENT FOR CONVENIENCE UPON [NUMBER] DAYS' PRIOR WRITTEN NOTICE.]

12.4 Effects of Termination. Upon termination, Buyer shall pay Seller for all Goods delivered and Services performed through the effective date of termination and any non-cancelable obligations incurred by Seller.

## **13. Remedies**

13.1 Cumulative Remedies. Except as otherwise provided, the rights and remedies of the Parties under this Agreement are cumulative and in addition to any other remedies available at law or in equity.

## **14. Force Majeure**

14.1 Relief. Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, governmental action, or shortages of materials, provided the affected Party gives prompt notice and uses commercially reasonable efforts to resume performance.

## **15. Notices**

15.1 Methods. All notices under this Agreement shall be in writing and delivered by personal delivery, certified mail (return receipt requested), nationally recognized overnight courier, or email (with confirmation), to the addresses set forth below or to such other address as a Party may designate in writing.

15.2 Addresses:

Seller: [SELLER NAME]

Address: [SELLER ADDRESS]

Email: [SELLER EMAIL]

Phone: [SELLER PHONE]

Buyer: [BUYER NAME]

Address: [BUYER ADDRESS]

Email: [BUYER EMAIL]

Phone: [BUYER PHONE]

## **16. Assignment**

16.1 Assignment. Neither Party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets, provided the assignee assumes the assigning Party's obligations.

## **17. Governing Law and Dispute Resolution**

17.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of

the State of [STATE], without regard to its conflicts of law principles.

17.2 Venue and Jurisdiction. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY], [STATE] for any suit arising out of or related to this Agreement.

17.3 Alternative Dispute Resolution. [Optional: The Parties agree to attempt to resolve disputes through good faith negotiation and, if unsuccessful, through mediation administered by [MEDIATOR OR ADR SERVICE] before resorting to litigation.]

## **18. Taxes**

18.1 Taxes. Unless otherwise specified, the Purchase Price does not include taxes. Buyer shall be responsible for all sales, use, excise, or other taxes related to the sale, except taxes based on Seller's net income.

## **19. Independent Contractors**

19.1 Relationship. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

## **20. Publicity**

20.1 Public Announcements. Neither Party shall issue any public announcement or press release relating to this Agreement without the prior written consent of the other Party, except as required by law.

## **21. Entire Agreement; Amendments**

21.1 Entire Agreement. This Agreement, including all Exhibits and written attachments, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior oral and written agreements and understandings.

21.2 Amendments. Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both Parties.

## **22. Severability**

22.1 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall endeavor to replace the invalid provision with a valid provision that achieves the original intent.

## **23. Waiver**

23.1 No Waiver. No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude further exercise of that right.

## **24. Counterparts and Electronic Signatures**

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

24.2 Electronic Signatures. Electronic signatures and delivery of signed counterparts by email or PDF shall be binding and constitute original signatures.

## **25. Headings**

25.1 Headings. Headings are for convenience only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

### **SELLER:**

[SELLER NAME]

By: \_\_\_\_\_

Name: [PRINT NAME]

Title: [TITLE]

Date: [DATE]

Address: [SELLER ADDRESS]

Email: [SELLER EMAIL]

Phone: [SELLER PHONE]

**BUYER:**

[BUYER NAME]

By: \_\_\_\_\_

Name: [PRINT NAME]

Title: [TITLE]

Date: [DATE]

Address: [BUYER ADDRESS]

Email: [BUYER EMAIL]

Phone: [BUYER PHONE]

**EXHIBIT A**

DESCRIPTION OF GOODS AND/OR SERVICES, QUANTITIES, PRICING, DELIVERY SCHEDULE,  
AND PAYMENT DETAILS

**1. Description of Goods/Services: [DETAILED DESCRIPTION OF GOODS OR SERVICES]**

**2. Quantity: [QUANTITY]**

**3. Unit Price: [UNIT PRICE] [CURRENCY]**

**4. Total Purchase Price: [PURCHASE PRICE] [CURRENCY]**

**5. Delivery Location: [DELIVERY LOCATION]**

**6. Delivery Date or Schedule: [DELIVERY DATE OR SCHEDULE]**

**7. Shipping Terms: [SHIPPING TERMS]**

**8. Payment Schedule: [DEPOSIT, MILESTONES, BALANCE, NET TERMS]**

**9. Warranties and Special Conditions: [ANY ADDITIONAL WARRANTY OR CONDITIONS]**

(End of Agreement)

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