

PURCHASE ORDER

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Purchase Order (this "Order" or "PO") is issued as of [ORDER DATE] under purchase order number [PO NUMBER] by and between:

[BUYER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [BUYER ADDRESS] ("Buyer"); and

[SELLER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [SELLER ADDRESS] ("Seller").

Buyer and Seller are each a "Party" and together the "Parties."

Recitals. Buyer wishes to purchase, and Seller wishes to supply, the goods and/or services described in this Order on the terms set out below. This Order, once accepted by Seller as described in Section 1, forms a binding contract for the specific items ordered. In consideration of the mutual promises below, the Parties agree as follows.

1. Order and Acceptance

1.1 Offer. This Order is Buyer's offer to purchase the goods and/or services described in Section 2 on the terms in this Order. Buyer is not obligated to issue any further order, and this Order does not commit Buyer to any minimum volume beyond the quantities stated here.

1.2 Acceptance. Seller accepts this Order by (a) signing and returning it, (b) sending a written acknowledgment, or (c) beginning performance or shipping any portion of the goods. Any of these acts forms a binding contract on the terms of this Order.

1.3 Conflicting terms. The terms of this Order govern. Any additional or different terms in Seller's quotation, acknowledgment, invoice, or other document are rejected and have no effect unless Buyer agrees to them in a signed writing that refers to this Order by number.

1.4 Entire order. This Order, together with any attached specifications and exhibits, is the complete agreement for the items it covers and supersedes any prior or contemporaneous oral understandings about those items.

2. Goods, Services, and Specifications

2.1 Description. Seller will supply the following (the "Goods" and/or "Services"):

Item / SKU	Description	Quantity	Unit Price	Extended Price
[ITEM 1]	[DESCRIPTION]	[QTY]	[\$]	[\$]

[ITEM 2]	[DESCRIPTION]	[QTY]	[\$]	[\$]
			Subtotal	[\$]

2.2 Specifications. The Goods and Services must conform to the specifications, drawings, samples, and descriptions referenced in this Order (the "**Specifications**"). Where no Specification is stated, the Goods must be new, of merchantable quality, and fit for their ordinary purpose.

2.3 Quantity tolerance. Seller will deliver the exact quantity ordered. Buyer is not obligated to accept or pay for over-shipments and may, at Buyer's option, return them at Seller's expense or retain them at the unit price.

3. Price and Payment

3.1 Price. The prices stated in Section 2 are firm and include all charges except those Buyer expressly agrees to pay separately. Unless this Order states otherwise, prices are exclusive of applicable sales, use, and similar taxes.

3.2 Taxes. Buyer is responsible for applicable sales and use taxes properly chargeable on the Goods, except taxes based on Seller's net income. Seller will state any such taxes as a separate line item on its invoice.

3.3 Invoicing. Seller will invoice Buyer after delivery, referencing this PO number. Each invoice must itemize quantities, unit prices, taxes, and any agreed shipping charges.

3.4 Payment terms. Buyer will pay each correct, undisputed invoice within **[NUMBER, e.g. 30]** days after the later of (a) receipt of a conforming invoice or (b) acceptance of the Goods. Payment does not waive Buyer's rights regarding nonconforming Goods.

3.5 Disputed amounts. Buyer may withhold payment of any amount it disputes in good faith and will notify Seller in writing of the basis for the dispute. The Parties will work in good faith to resolve disputed amounts promptly.

4. Delivery, Title, and Risk of Loss

4.1 Delivery. Seller will deliver the Goods to **[SHIP-TO ADDRESS]** on or before **[DELIVERY DATE / SCHEDULE]**. Time is of the essence with respect to delivery dates stated in this Order.

4.2 Shipping terms. Unless this Order states otherwise, delivery is **[e.g. FOB Destination / DDP per Incoterms]**, and Seller bears the cost and risk of transport to the ship-to address.

4.3 Title and risk of loss. Title and risk of loss pass to Buyer upon Buyer's acceptance of conforming Goods at the ship-to address, or as otherwise stated by the agreed shipping term.

4.4 Packing and documentation. Seller will properly pack, mark, and ship the Goods to prevent damage and will include a packing slip referencing the PO number, item descriptions, and quantities.

4.5 Late or partial delivery. If Seller fails to deliver on time, Buyer may, without limiting other remedies, (a) cancel all or part of the undelivered Order, (b) procure substitute goods and charge Seller the excess cost, or (c) accept the late delivery on the original terms.

5. Inspection, Acceptance, and Rejection

5.1 Inspection. Buyer may inspect and test the Goods within a reasonable period after delivery, not to exceed **[NUMBER, e.g. 15]** days, before acceptance.

5.2 Acceptance. Goods are accepted only after inspection confirms they conform to the Specifications, or after the inspection period passes without written rejection.

5.3 Rejection. Buyer may reject Goods that do not conform to the Specifications by written notice. Rejected Goods will be held at Seller's risk and, at Buyer's option, returned for credit or replacement at Seller's expense.

5.4 Cure. Seller will promptly, at its expense, repair or replace rejected Goods or refund amounts paid for them. Repeated nonconformity is a material breach permitting Buyer to cancel the remaining Order.

6. Warranties

6.1 Seller warranties. Seller warrants that the Goods will (a) conform to the Specifications; (b) be new, free from defects in materials and workmanship; (c) be free of liens and encumbrances; and (d) not infringe any third party's intellectual property rights.

6.2 Warranty period. The warranties in Section 6.1 continue for **[NUMBER, e.g. 12]** months after acceptance, or any longer period required by applicable law or stated in the Specifications.

6.3 Remedy. If any Goods breach a warranty, Seller will promptly repair, replace, or refund the price of the affected Goods at Buyer's election, in addition to Buyer's other remedies under this Order and applicable law.

7. General Provisions

7.1 Indemnification. Seller will defend and indemnify Buyer against third-party claims arising from the Goods' failure to conform to the warranties in Section 6, including claims of personal injury, property damage, or intellectual property infringement, except to the extent caused by Buyer's misuse.

7.2 Cancellation. Buyer may cancel all or part of this Order for convenience on written notice before shipment, in which case Buyer's liability is limited to the price of conforming Goods already shipped and reasonable, documented costs incurred for work in progress.

7.3 Compliance with law. Seller represents that the Goods and their production comply with all applicable laws and regulations, including those governing product safety, labeling, and import or export.

7.4 Assignment. Seller may not assign or subcontract this Order without Buyer's prior written consent. Buyer may assign this Order to an affiliate or a successor in connection with a merger or sale of substantially all assets.

7.5 Governing law and venue. This Order is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and excluding the U.N. Convention on Contracts for the International Sale of Goods. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

7.6 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

7.7 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.8 Counterparts and electronic signature. This Order may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

ACKNOWLEDGED AND AGREED. The Parties have executed this Order as of the date first written above.

BUYER

SELLER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.