

QUOTE ACCEPTANCE AGREEMENT

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This Quote Acceptance Agreement (this "**Agreement**") is entered into as of the date of the Customer's signature below (the "**Acceptance Date**") by and between:

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

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

Seller and Customer are each a "**Party**" and together the "**Parties**."

Recitals. Seller has provided Customer with a written quotation numbered [QUOTE NUMBER] and dated [QUOTE DATE] describing certain goods or services and their prices (the "**Quote**"). Customer wishes to accept the Quote and turn it into a binding order. By signing this Agreement, Customer accepts the Quote on the terms below, and the Quote becomes a binding order. In consideration of the mutual promises below, the Parties agree as follows.

1. Acceptance of the Quote

1.1 Acceptance. Customer accepts the Quote as of the Acceptance Date. On acceptance, the Quote, as modified by this Agreement, becomes a binding order (the "**Order**") for the goods or services described in it (the "**Items**").

1.2 Incorporation of the Quote. The Quote is incorporated into this Agreement by reference. A copy of the Quote is attached as Exhibit A or is identified by the Quote number and date above. If a conflict exists between the body of this Agreement and the Quote, this Agreement controls unless this Agreement expressly states otherwise.

1.3 No conflicting terms. Any pre-printed or click-through terms in a Customer purchase order or portal are for administrative convenience only and do not modify this Agreement, even if Seller acknowledges the purchase order.

2. Description and Price

2.1 Items and price. The Items, quantities, and prices are as stated in the Quote, summarized as follows for convenience:

Item	Description	Quantity	Unit Price	Extended Price
[ITEM 1]	[DESCRIPTION]	[QTY]	[PRICE]	[TOTAL]

[ITEM 2]	[DESCRIPTION]	[QTY]	[PRICE]	[TOTAL]
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2.2 **Total price.** The total price for the Order is [TOTAL AMOUNT] in [CURRENCY, e.g. US dollars], exclusive of taxes and any shipping or delivery charges unless the Quote states otherwise.

2.3 **Validity and changes.** The prices in the Quote are valid through the expiration date stated in the Quote. After acceptance, the Order price is fixed and may be changed only by a written change order signed by both Parties.

3. Payment Terms

3.1 **Deposit.** If the Quote requires a deposit, Customer will pay a deposit of [DEPOSIT AMOUNT OR PERCENTAGE] on acceptance. The deposit is [applied to / in addition to] the total price.

3.2 **Invoicing and payment.** Seller will invoice Customer [ON DELIVERY / ON THE SCHEDULE IN THE QUOTE / NET ON ACCEPTANCE], and Customer will pay each undisputed invoice within [NUMBER, e.g. 30] days of the invoice date by [PAYMENT METHOD].

3.3 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, from the due date until paid.

3.4 **Taxes.** Prices are exclusive of taxes. Customer is responsible for all sales, use, and similar taxes arising from the Order, except taxes based on Seller's net income.

4. Delivery and Performance

4.1 **Delivery or performance date.** Seller will deliver the Items or perform the services by [DELIVERY OR COMPLETION DATE], subject to Customer meeting its responsibilities under Section 5. Dates in the Quote are estimates unless stated to be firm.

4.2 **Delivery terms.** Delivery terms, shipping method, and risk of loss are as stated in the Quote; if not stated, the Items are delivered [FOB SELLER'S FACILITY / TO CUSTOMER'S ADDRESS], and risk of loss passes to Customer [on delivery to the carrier / on delivery to Customer].

4.3 **Acceptance of Items.** Customer will inspect the Items on delivery and may reject any Item that materially fails to conform to the Quote by giving written notice within [NUMBER, e.g. 10] days. Items not rejected within that period are deemed accepted.

5. Customer Responsibilities

5.1 **Cooperation.** Customer will provide the access, information, approvals, and site conditions reasonably required for Seller to deliver the Items or perform the services. Seller is not responsible for delays caused by Customer's failure to meet these responsibilities, and dates and prices may be equitably adjusted.

5.2 **Accurate information.** Customer is responsible for the accuracy of the specifications, quantities, and delivery details it provides, including any it confirmed in connection with the Quote.

6. Warranties

6.1 **Authority.** Each Party warrants that it has the authority to enter into this Agreement and that the person signing is authorized to bind it.

6.2 **Conformity.** Seller warrants that the Items will materially conform to the Quote and any specifications it references and, for goods, will be free from material defects in materials and workmanship for [WARRANTY

PERIOD] after delivery.

6.3 Remedy. Customer's exclusive remedy for breach of the warranty in Section 6.2 is, at Seller's option, repair, replacement, re-performance, or refund of the price allocable to the non-conforming Item.

6.4 Disclaimer. Except as expressly stated, Seller disclaims all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by applicable law.

7. Cancellation and Changes

7.1 Cancellation by Customer. Customer may cancel the Order before delivery or performance on written notice, in which case Customer will pay for work performed, non-cancellable commitments, and restocking or cancellation charges as stated in the Quote or, if not stated, Seller's reasonable actual costs.

7.2 Change orders. Either Party may request a change to the Order. A requested change takes effect only when both Parties sign a written change order describing the change and its impact on price and schedule.

7.3 Seller cancellation. Seller may cancel the Order if Customer fails to pay an undisputed amount when due or materially breaches and does not cure within **[NUMBER, e.g. 10]** days after written notice.

8. Limitation of Liability

8.1 Exclusion of indirect damages. Neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, even if advised of the possibility.

8.2 Liability cap. Except for Customer's payment obligations and a Party's gross negligence or willful misconduct, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total price of the Order.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

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

9.4 Entire agreement; amendment. This Agreement, together with the Quote and any attached exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 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.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement, and Customer has accepted the Quote, as of the Acceptance Date.

SELLER**CUSTOMER**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE]**Title: **[TITLE]**

Date: _____

Date: _____

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