

SALES AGREEMENT

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This Sales Agreement (this "Agreement") is entered into as of [EFFECTIVE DATE] (the "Effective 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

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

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

Recitals. Seller is engaged in the business of selling the goods described below, and Buyer wishes to purchase those goods on the terms set out in this Agreement. The Parties intend this Agreement to govern the sale and delivery of the Goods and the rights and obligations connected with that sale. In consideration of the mutual promises below, the Parties agree as follows.

1. Goods Sold

1.1 **Goods.** Seller agrees to sell, and Buyer agrees to buy, the following goods (the "Goods"):

Item / SKU	Description	Quantity	Unit Price	Extended Price
[ITEM 1]	[DESCRIPTION]	[QTY]	[\$]	[\$]
[ITEM 2]	[DESCRIPTION]	[QTY]	[\$]	[\$]
			Total	[\$]

1.2 **Condition.** Unless this Agreement expressly states the Goods are sold used or "as is," Seller represents the Goods are new and unused.

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

2. Price and Payment

2.1 **Purchase price.** The total purchase price for the Goods is [\$ TOTAL PRICE] (the "Purchase Price"), exclusive of taxes and any separately stated shipping charges.

2.2 Deposit. Buyer will pay a deposit of **[\$ AMOUNT / PERCENT]** on signing, which will be applied to the Purchase Price. **[State whether the deposit is refundable and under what conditions — deposit rules vary by jurisdiction and by the nature of the Goods.]**

2.3 Balance. Buyer will pay the balance of the Purchase Price **[ON DELIVERY / WITHIN [NUMBER] DAYS OF INVOICE / ON THE SCHEDULE BELOW]**.

2.4 Taxes. Buyer is responsible for applicable sales, use, and similar taxes, except taxes based on Seller's net income. Seller will state any such taxes as a separate line on its invoice.

2.5 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. Delivery, Title, and Risk of Loss

3.1 Delivery. Seller will deliver the Goods to **[DELIVERY LOCATION]** on or before **[DELIVERY DATE]**. The Parties may agree in writing to a delivery schedule, in which case time is of the essence for each scheduled date.

3.2 Shipping terms. Unless this Agreement states otherwise, delivery is **[e.g. FOB Destination / FOB Origin]**, and the Party identified by that term bears the cost and risk of transport accordingly.

3.3 Title. Title to the Goods passes to Buyer upon the later of full payment of the Purchase Price or delivery, unless this Agreement provides otherwise.

3.4 Risk of loss. Risk of loss passes to Buyer upon delivery of conforming Goods to the delivery location or, if a shipping term provides otherwise, as stated by that term.

3.5 Delay. Seller will promptly notify Buyer of any anticipated delay. If Seller fails to deliver within **[NUMBER]** days after the agreed date, Buyer may cancel the undelivered portion and recover any deposit allocable to it.

4. Inspection and Acceptance

4.1 Inspection. Buyer may inspect the Goods within **[NUMBER, e.g. 10]** days after delivery to confirm conformity with the Specifications.

4.2 Acceptance. Goods are deemed accepted if Buyer does not give written notice of rejection within the inspection period, or if Buyer uses the Goods in a manner inconsistent with Seller's ownership.

4.3 Rejection and cure. Buyer may reject nonconforming Goods by written notice describing the nonconformity. Seller will, at Buyer's election, promptly repair, replace, or refund the price of the rejected Goods, with return shipping at Seller's expense.

5. Warranties

5.1 Seller warranties. Seller warrants that (a) it has good title to the Goods and the right to sell them; (b) the Goods are free of liens and encumbrances; (c) the Goods conform to the Specifications; and (d) the Goods do not infringe any third party's intellectual property rights.

5.2 Implied warranties. Except as expressly stated, and to the extent permitted by applicable law, **[Seller disclaims all implied warranties, including merchantability and fitness for a particular purpose / the implied warranties of merchantability and fitness apply]**. The Parties should confirm which approach is lawful and appropriate, as consumer-protection law may limit disclaimers.

5.3 Warranty period. Any express warranty continues for **[NUMBER, e.g. 12]** months after acceptance, or any longer period required by applicable law.

6. Limitation of Liability

6.1 Exclusion of indirect damages. Except for the excluded matters in Section 6.3, neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility.

6.2 Liability cap. Except for the excluded matters in Section 6.3, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the Purchase Price.

6.3 Exclusions. The limitations in Sections 6.1 and 6.2 do not apply to (a) a Party's indemnification obligations; (b) a Party's gross negligence or willful misconduct; (c) personal injury or death; or (d) amounts owed for Goods delivered and accepted.

7. General Provisions

7.1 Indemnification. Seller will defend and indemnify Buyer against third-party claims arising from a breach of the warranties in Section 5, including claims of intellectual property infringement, except to the extent caused by Buyer's misuse or alteration of the Goods.

7.2 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

7.3 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.

7.4 Governing law and venue. This Agreement 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].

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

7.6 Entire agreement; amendment. This Agreement 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.

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 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 as of the Effective Date.

SELLER

BUYER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE]

Date: _____

Date: _____

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