**SALES AGREEMENT**

This Sales Agreement ("Agreement") is made and entered into on {{date}}, by and between:

**Seller**: {{seller\_name}}, located at {{seller\_address}} ("Seller")

and

**Buyer**: {{buyer\_name}}, located at {{buyer\_address}} ("Buyer")

**1. PRODUCT DETAILS**

The Seller agrees to sell and the Buyer agrees to purchase the following products:

* **Product Name**: {{product\_name}}
* **Description**: {{product\_description}}
* **Quantity**: {{product\_quantity}}
* **Unit Price**: {{unit\_price}}
* **Total Price**: {{total\_price}}
* **Tax (if applicable)**: {{tax\_amount}}
* **Grand Total**: {{grand\_total}}

**2. PAYMENT TERMS**

2.1 **Payment Method**: Payment shall be made by {{payment\_method}}.

2.2 **Payment Schedule**:

* {{deposit\_amount}} due upon signing of this Agreement
* Remaining balance due on or before {{payment\_due\_date}}

2.3 **Late Payment**: Any payment not received by the due date shall incur a late fee of {{late\_payment\_fee}} per {{late\_payment\_period}}.

**3. DELIVERY**

3.1 **Delivery Location**: Products will be delivered to {{delivery\_address}}.

3.2 **Delivery Date**: Estimated delivery date is {{delivery\_date}}.

3.3 **Shipping Method**: Products will be shipped via {{shipping\_method}}.

3.4 **Risk of Loss**: Risk of loss passes to Buyer upon delivery of the products to the specified delivery address.

3.5 **Inspection Period**: Buyer shall have {{inspection\_period}} to inspect the products upon delivery and notify Seller of any apparent defects.

**4. WARRANTIES**

4.1 **Product Warranty**: Seller warrants that the products are free from defects in materials and workmanship and fit for their intended purpose for a period of {{warranty\_period}} from the date of delivery.

4.2 **Warranty Claims**: To make a warranty claim, Buyer must notify Seller in writing within {{warranty\_claim\_period}} of discovering any defect.

4.3 **Warranty Remedies**: In the event of a valid warranty claim, Seller shall, at its option, either:

* Repair the defective product
* Replace the defective product
* Refund the purchase price of the defective product

4.4 **Warranty Limitations**: This warranty does not cover damage resulting from misuse, neglect, accident, or unauthorized modifications.

**5. TERMINATION & RETURNS**

5.1 **Order Cancellation**: Buyer may cancel this Agreement prior to delivery by providing written notice to Seller, subject to a cancellation fee of {{cancellation\_fee}}.

5.2 **Return Policy**: Buyer may return products within {{return\_period}} of delivery for a refund or exchange, provided that:

* Products are in original condition and packaging
* Products have not been used or damaged
* Buyer provides proof of purchase

5.3 **Restocking Fee**: Returns may be subject to a restocking fee of {{restocking\_fee}} unless the return is due to a defect or error by Seller.

**6. TITLE AND OWNERSHIP**

Title to the products shall pass from Seller to Buyer upon full payment of the purchase price. Until such time, Seller reserves the right to reclaim possession of the products.

**7. LIMITATION OF LIABILITY**

7.1 In no event shall Seller be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with this Agreement.

7.2 Seller's total liability under this Agreement shall not exceed the purchase price of the products.

**8. FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, epidemics, or shortages of transportation facilities, fuel, energy, labor, or materials.

**9. CONFIDENTIALITY**

Each party agrees to maintain the confidentiality of any proprietary information disclosed in connection with this Agreement and to use such information only for the purposes of performing this Agreement.

**10. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of {{jurisdiction}}, without giving effect to any choice of law or conflict of law provisions.

**11. DISPUTE RESOLUTION**

Any dispute arising out of or in connection with this Agreement shall be resolved through {{dispute\_resolution\_method}}.

**12. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, or negotiations.

**13. AMENDMENTS**

This Agreement may only be modified by a written document signed by authorized representatives of both parties.

**14. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**15. NOTICES**

All notices required under this Agreement shall be in writing and delivered to the addresses listed above or to such other address as either party may designate in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**BUYER:**

{{buyer\_name}}

Signature

Name & Title (Print)

Date

**SELLER:**

{{seller\_name}}

Signature

Name & Title (Print)

Date