**CONTRACT FOR THE SALE OF GOODS**

This contract for the sale of goods is between [\_\_\_\_\_], a [\_\_\_\_\_] organized under the laws of the State of [\_\_\_\_\_] (the “**Seller**”), and [\_\_\_\_\_], a [\_\_\_\_\_] organized under the laws of the State of [\_\_\_\_\_] (the “**Buyer**”).

The parties agree as follows:

1.**Sale of Goods.** The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller the goods set forth on Exhibit A (the “**Goods**”) in the quantities and at the prices stated in Exhibit A.

2. **Invoices; Payment.** Unless otherwise stated in Exhibit A, payment for the Goods is due within 30 days of the date of the Seller’s invoice.

3. **Disclaimer of Warranty; Due Diligence. The Goods are being sold “as is,” and the Seller disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.**The Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Buyer has chosen to make and that the Seller has afforded the Buyer the opportunity for full and complete investigations, examinations, and inspections.

4. **Governing Law and Designation of Forum.**(a) The laws of the State of the United States

5. **Force Majeure.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

Each party is signing this agreement on the date stated opposite that party’s signature.

[\_\_\_\_\_]

Date: \_\_\_\_\_\_\_\_\_\_\_\_, 201[\_\_] By: \_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

[\_\_\_\_\_]

Date: \_\_\_\_\_\_\_\_\_\_\_\_, 201[\_\_] By: \_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: