

# PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is entered into on November 6, 2025 (“Effective Date”), by and between:

**ABC Company**, a corporation organized under the laws of the State of Delaware, with its principal office at 1200 Main Street, Wilmington, DE 19801 (“Seller”), and

**XYZ Company**, a corporation organized under the laws of the State of New York, with its principal office at 455 Madison Avenue, New York, NY 10022 (“Buyer”).

Collectively referred to as the “Parties,” and individually as a “Party.”

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## 1. Purpose

The Parties hereby agree that Seller shall sell and deliver, and Buyer shall purchase and pay for, the goods described in this Agreement under the terms and conditions set forth herein.

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## 2. Description of Goods

Seller agrees to provide Buyer with 500 units of Model X-200 industrial pumps (“Goods”) meeting the specifications in **Exhibit A** attached hereto.

All Goods shall be new, free from defects in material and workmanship, and conform to Seller’s published product standards.

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## 3. Purchase Price

The total purchase price for the Goods shall be **\$250,000 USD**, inclusive of all applicable taxes, duties, and packaging.

Buyer agrees to pay Seller in accordance with Section 5 of this Agreement.

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## 4. Delivery

Delivery shall be made FOB Wilmington, Delaware. Title and risk of loss shall pass to Buyer upon delivery to carrier.

Estimated delivery date: January 15, 2026. Time is of the essence.

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## 5. Payment Terms

Payment shall be made by wire transfer to the Seller's designated account within thirty (30) days following the date of Seller's invoice.

Late payments shall bear interest at the rate of 1.5% per month or the maximum permitted by law, whichever is lower.

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## **6. Inspection and Acceptance**

Buyer shall inspect all Goods within ten (10) days of delivery and notify Seller of any nonconformities.

Failure to provide written notice within the inspection period shall constitute acceptance of the Goods.

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## **7. Warranties**

Seller warrants the Goods against defects in materials and workmanship for twelve (12) months from the delivery date.

Seller's obligation under this warranty is limited to repair, replacement, or refund of the purchase price of defective Goods, at Seller's sole discretion.

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## **8. Limitation of Liability**

Neither Party shall be liable for indirect, incidental, or consequential damages, including lost profits or business interruption.

Seller's total liability for any claim shall not exceed the total purchase price paid by Buyer.

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## **9. Confidentiality**

Both Parties agree to maintain in strict confidence all non-public information received in connection with this Agreement and use such information solely for the performance of obligations hereunder.

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## **10. Force Majeure**

Neither Party shall be liable for delays or failure in performance due to causes beyond its reasonable control, including acts of nature, labor disputes, government orders, or transportation failures.

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## **11. Termination**

Either Party may terminate this Agreement upon written notice if the other Party materially breaches its obligations and fails to cure such breach within thirty (30) days after receiving notice.

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## **12. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

Any disputes arising hereunder shall be settled through good faith negotiations and, if unresolved, submitted to binding arbitration under the rules of the American Arbitration Association.

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## **13. Entire Agreement; Amendments**

This Agreement, including all exhibits, constitutes the entire understanding between the Parties and supersedes all prior agreements or communications.

Any modification must be made in writing and signed by authorized representatives of both Parties.

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## **14. Notices**

All notices shall be deemed duly given when delivered personally, sent by certified mail, or transmitted by email with confirmation of receipt to the addresses listed above.

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## **15. Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original, and all together shall constitute one and the same document.

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date first above written.

**ABC COMPANY**

By: \_\_\_\_\_

Name: Jonathan Reed

Title: Chief Executive Officer

Date: \_\_\_\_\_

**XYZ COMPANY**

By: \_\_\_\_\_

Name: Melissa Chen

Title: Chief Procurement Officer

Date: \_\_\_\_\_

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**Exhibit A – Product Specifications**

- Product: Model X-200 Industrial Pump
  - Quantity: 500 units
  - Flow Rate: 1200 L/min
  - Pressure: 150 psi
  - Material: Stainless Steel 316
  - Warranty Period: 12 months
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Would you like me to adapt this agreement for a specific industry (for example, software licensing, construction materials, or equipment supply)?