***PRODUCT AGREEMENT***

This Agreement (this “Agreement”) is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Seller”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**1. ITEMS PURCHASED.** Seller agrees to sell, and Buyer agrees to buy, the following product (the “Goods”) in accordance with the terms and conditions of this Agreement:

Description Quantity Unit price Total price

**2. PRODUCTS STANDARDS**. The Goods shall comply with the Seller’s quotation dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and incorporated into this agreement by this reference.

**3. TITLE/RISK OF LOSS .**The Goods shall be delivered F.O.B. shipping point.

**4. PAYMENT.**Payment shall be made to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Payments terms are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% discount within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days net due \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days from invoice date.

If any invoice is not paid when due ,interest will be added to and payable on all overdue amounts at 0 percent per year, or the maximum percentage allowed under applicable laws, whichever is less .Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if the Buyer fails to pay for the Goods when due, the Seller at its option may treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

**5. Delivery.Time** is of the essence in the performance of this Agreement. Seller will arrange for delivery by carrier chosen by Seller. Delivery shall be completed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**6. PAYMENT OF TAXES.** Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

**7. WARRANTIES.**Seller warrants that the Goods shall be free of substantive defects in material and workmanship.

**8. INSPECTION.**The Buyer, upon receiving possession of the Goods, shall have a probe.