**SALES AGREEMENT**

This Sales Agreement (the "Agreement") is made and entered into as of the [Date] by and between [Seller Name], a [State] corporation with its principal place of business at [Address] (the "Seller"), and [Buyer Name], a [State] corporation with its principal place of business at [Address] (the "Buyer").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Sale of Goods. Seller hereby agrees to sell and Buyer hereby agrees to purchase the following goods (the "Goods"):

* [Description of Goods]

1. Price. The purchase price for the Goods shall be [Price] (the "Price").
2. Payment Terms. Buyer shall pay the Price to Seller in full within [Number] days of the date of this Agreement.
3. Delivery. Seller shall deliver the Goods to Buyer at Buyer's address set forth above within [Number] days of the date of this Agreement.
4. Title and Risk of Loss. Title to the Goods shall pass to Buyer upon delivery of the Goods to Buyer. Risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to Buyer.
5. Warranties. Seller warrants that the Goods will be free from defects in materials and workmanship for a period of [Number] days from the date of delivery. If any Goods are defective, Buyer shall notify Seller in writing within [Number] days of the date of discovery of the defect. Seller shall, at its option, repair or replace any defective Goods.
6. Limitation of Liability. Seller's liability for any damages arising out of or in connection with this Agreement shall be limited to the purchase price of the Goods. Seller shall not be liable for any indirect, incidental, consequential, or special damages, including, but not limited to, loss of profits, loss of use, or loss of data.
7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
8. Modification. This Agreement may be modified only by a writing signed by both parties.
9. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Seller: [Seller Name]

[Address]

If to Buyer: [Buyer Name]

[Address]

or to such other address as either party may designate in writing from time to time.

1. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. No waiver of any breach of any provision of this Agreement shall be deemed to be or shall operate as a waiver of any subsequent breach.
2. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
3. Headings. The headings in this Agreement are for convenience only and shall not affect its interpretation.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

[Seller Signature]

[Buyer Signature]