SALE OF GOODS AGREEMENT

Memorandum of Agreement entered at {{ Place }} on {{ dd\_or\_mm\_or\_yy }}

**BETWEEN**

{{ Seller }}, office registered at {{ Address\_s }}, herein referred to as Seller, represented by {{ Sole\_Proprietor\_or\_Partner\_or\_Duly\_Authorized\_Member\_Of\_Staff\_or\_NA\_s }}, {{ Mr\_or\_Ms\_S }}{{ Seller\_Representative }}

AND

{{ Buyer }}, office registered at {{ Address\_b }}, herein referred to as Buyer, represented by {{Sole\_Proprietor\_or\_Partner\_or\_Duly\_Authorized\_Member\_Of\_Staff\_or\_NA\_b }}, {{ Mr\_or\_Ms\_b }}{{ Buyer\_Representative }}

Entering into an agreement for the sale of {{ Goods }} by the Seller to the Buyer for the purpose of {{ Purpose }}, for which the parties are witness to the terms and conditions given below:

**TERMS AND CONDITIONS TO THE AGREEMENT**

1. That the relationship between the parties remain strictly as that of buyer and seller, unless the same is agreed upon in a different agreement or letters or any correspondence between the parties.
2. That the agreement is effective from {{ From\_date }} to {{ To\_Date }} for a total duration of {{ Duration }}, unless otherwise mutually terminated or extended.
3. That the Buyer agrees to buy goods from the seller at the quantity, quality, and specifications discussed in earlier correspondences.
4. That the Seller will provide the goods for sale to the Buyer at {{ Cost\_or\_unit }} exclusive of taxes.
5. That this agreement constitutes a singular transaction of sale of goods and for consequent purchases, separate agreements must be drawn.
6. That payment for the goods and other expenses must be done after {{ receiving\_of\_goods\_or\_sale\_of\_goods }} and must be by {{ method\_of\_payment }}
7. That the Seller must comply with all applicable regulations and legal requirements concerning the manufacturing, packaging, and delivery of goods.
8. That {{ Seller\_or\_Buyer\_or\_Both\_tc }} must undertake the transportation costs of the goods to [Percent of Expenses undertaken].
9. That the Buyer has a responsibility to ensure that the quality of goods sent are up to the standards prescribed by the seller in previous correspondence between the parties.
10. That the Buyer reserves the right to make a claim against the quality of goods sent by the Seller, within {{ Number\_of\_days }} of their receiving of the goods, after which no claims will be entertained on the concerned batch of goods received.
11. That in any case where the goods sent by the Seller were expired (or unreasonably near expiry), confiscated or stolen in circumstances outside the control of the Buyer, the Buyer cannot reasonably be disallowed from making a claim against the goods sent.
12. That the {{ Buyer\_or\_Seller\_or\_Both\_r }} must undertake the responsibility of having the goods insured up to their current value post-inspection.
13. That the Buyer and Seller both undertake reasonable precautions to protect confidential information regarding the agreement or any other information received regarding other commercial agreements, business practices, conduct, etc. of the other party.
14. That in any case the Seller fails to deliver the items for any reason that is not beyond the Seller’s reasonable control, the Seller is liable to the buyer to the extent of the cost of the buyer for acquiring similar goods to replace those not delivered and any other costs incurred, only.
15. That in case of any other general import formalities that arise, the same must be completed by the Buyer.
16. That in case of any other general export formalities that arise, the same must be completed by the Seller.
17. That in case of mutual termination of the agreement, all claims must be settled within {{ Number\_of\_days\_t }} days after termination and the seller must be discharged from any further performance under the agreement and the buyer shall pay the seller for any goods that the seller has supplied.
18. If a Force Majeure Event, i.e an event beyond the control of the affected party despite exercising due diligence prevents said party from reasonably carrying out their duties or obligations as stated in this agreement, occurs, then that obligation(s) will be suspended for the duration of the event of Force Majeure.
19. That in any case of disputes arising between the parties in connection with this agreement, the same may be subject to {{ Name\_of\_State\_or\_District }} jurisdiction.
20. That any dispute arising between the parties in connection with this agreement, must be attempted by both parties to resolve said disputes amicably, for a period of {{ Number }} days, beyond which both parties may seek compensation in the appropriate {{ Court\_of\_Law\_or\_Arbitral\_tribunal }}

In witness wherein, the parties have duly executed this agreement on the signing of the same on the date {{ dd\_or\_mm\_or\_yy\_1 }} in the presence of the following witnesses

{{ Seller1 }}

{{ Seller\_Representative\_Name }}

{{ Seller\_Representative\_Position }}

{{ Seller\_Representative\_Signature }}

{{ Buyer1 }}

{{ Buyer\_Representative\_Name }}

{{ Buyer\_Representative\_Position }}

{{ Buyer\_Representative\_Signature }}

{{ Witness\_1\_Name }}

{{ Witness\_1\_Signature }}

{{ Witness\_2\_Name }}

{{ Witness\_2\_Signature }}