

CONTRACT AGREEMENT

This Sales Agreement (this "Agreement") is entered into as of the ____ day of _____, 20____, by and among/between:

Seller(s): Maxine Dominique E. Enriquez, located at 026 Kalinangan St. Caniogan, Pasig City and,

Buyer(s): _____ [Name], located at
_____ [Address].

Each Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. Sale of Goods. Seller agrees to sell to Buyer and Buyer agrees to purchase the following items in the following quantities and at the prices (the "Goods"):

Description of Goods	Quantity	Price
		\$
		\$
		\$
		\$
		\$
		\$

Other Details: _____

2. Purchase Price. Buyer will pay to Seller for the Goods and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of \$_____.

3. Payment. (Check one)

☐ A. Seller shall invoice Buyer upon the shipment of the Goods. Unless otherwise stated, payment for the Goods is due within _____ days of the date of Seller's invoice, which date will not be before the date of Seller's delivery of the Goods.



Late Fee (Check one)

- ☐ There is NO late fee.
- ☐ There is a late fee. If Buyer fails to make a payment due under this Agreement within _____ days after the payment's due date, Buyer agrees to pay to Seller a late payment fee of
- ☐ 10% of the amount due.

☐ B. Payment for the Goods will be by: (Check one)

- | | |
|--|---|
| <input type="checkbox"/> Cash | <input type="checkbox"/> Credit or debit card |
| <input type="checkbox"/> Personal check | <input type="checkbox"/> GCash |
| <input type="checkbox"/> Cashier's check | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Money order | |

according to the following schedule: (Check all that apply)

- ☐ **Amount previously paid by the Buyer.** \$_____ previously paid by Buyer.
- ☐ **Down payment.** \$_____ upon the execution of this Agreement.
- ☐ **Payment for the Goods.** Full payment: \$_____ upon Buyer's acceptance of the Goods. OR Installments: \$_____ on _____ [Due day of installment payments], until the purchase price has been paid in full.

4. Risk of Loss. Title to and risk of loss of the Goods shall pass to Buyer upon: (Check one)

- ☐ Shipment of the Goods in accordance with this Agreement.
- ☐ Delivery of the Goods to Buyer in accordance with this Agreement.

5. Security Interest. Buyer hereby grants to Seller a security interest in the Goods, until Buyer has paid Seller in full. Buyer shall sign and deliver any document needed to perfect the security interest that Seller reasonably requests.

6. Force Majeure. Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.

7. Limitation of Liability. Seller will not be liable for any indirect, special, consequential, or punitive damages arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Seller has been advised of the possibility of any such damage. In no event will Seller's liability exceed the price paid by Buyer for the Goods giving rise to the claim or cause of action.

8. Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

9. Disputes. Any dispute arising from this Agreement shall be resolved through: (Check one)



- ☐ Court litigation. Disputes shall be resolved in the courts of the Philippines.
(Check if applicable)
- ☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.
- ☐ Mediation.

10. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

11. Other. _____

RIGHT TO CANCEL (Check one)

- ☐ YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.
- ☐ THE BUYER DOES NOT HAVE THE STATUTORY RIGHT TO CANCEL THIS TRANSACTION.



IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Buyer Signature

Buyer Full Name

Buyer Signature

Buyer Full Name

Seller Signature

Seller Full Name

Seller Signature

Seller Full Name

