

State of California

SALES AGREEMENT

This Sales Agreement (this “Agreement”) is entered into as of the 12th day of July, 2024, by and between:

Seller(s):

- **Name:** Jonathan Smith
- **Address:** 123 Maple Street, San Francisco, CA 94107

Buyer(s):

- **Name:** Emily Davis
- **Address:** 456 Oak Avenue, Los Angeles, CA 90001

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, and Buyer agrees to purchase the following items in the following quantities and at the prices (the “Goods”):

Description of Goods	Quantity	Price Per Unit
Laptops	10	\$1,200
Office Chairs	20	\$150

Other Details: Delivery within 10 business days.

2. **Purchase Price:** Buyer will pay to Seller for the Goods and for all obligations specified in this Agreement, as the full and complete purchase price, the sum of \$14,000. Buyer shall be responsible for all taxes in connection with the purchase of Goods in this Agreement.
3. **Payment:** Seller shall invoice Buyer upon the shipment of the Goods. Payment for the Goods is due within 30 days of the date of Seller's invoice.
4. **Delivery:** Seller shall ship the Goods to Buyer on or before July 22, 2024, to the following address: 456 Oak Avenue, Los Angeles, CA 90001. Buyer will pay for any shipping costs. It shall constitute an acceptance of delivery of the Goods once Buyer has received the Goods at the specified location.
5. **Risk of Loss:** Title to and risk of loss of the Goods shall pass to Buyer upon delivery of the Goods to Buyer in accordance with this Agreement.
6. **Right of Inspection:** Buyer shall be allowed to examine the Goods once received and shall do so within 5 days after the receipt of the Goods. In the event that Buyer discovers any damages, shortages, or other nonconformance of the Goods, Buyer shall notify Seller within 5 days after receipt of the Goods, specifying the basis for its claim.

7. **Warranties:** Seller gives a 30-day limited warranty from the date of delivery that the Goods are in good condition and shall be free from substantive defects.

8. **Security Interest:** Buyer hereby grants to Seller a security interest in the Goods, until Buyer has paid Seller in full for the Goods.

2. 9. **Seller Representations and Warranties:** Seller warrants that the goods are free, and at the time of delivery will be free, from any security interest or other lien or encumbrance.
3. **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.
4. **Limitation of Liability:** Seller will not be liable for any indirect, special, consequential, or punitive damages arising out of or relating to this Agreement.
5. **Assignment:** Either Party may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the other Party.
6. **Amendments:** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.
7. **Governing Law:** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **Disputes:** Disputes shall be resolved in the courts of the State of California.
9. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements.
10. **Notices:** Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service, or sent by certified or registered mail.
11. **Waiver:** No Party shall be deemed to have waived any provision of this Agreement unless such waiver is made expressly and in writing.
12. **Miscellaneous:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.
13. **Other:** N/A

RIGHT TO CANCEL:

- YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

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

Buyer Signature: Emily Davis

Seller Signature: Jonathan Smith
