

PURCHASE AND SALE AGREEMENT (GOODS)

THIS AGREEMENT is made and entered into on this **[Day]** day of **[Month]**, **[Year]**, between the parties:

A. SELLER:

- **Name:** [Seller Company Name / Individual Name]
- **Address:** [Seller Address] (Hereinafter, "Seller")

AND

B. BUYER:

- **Name:** [Buyer Company Name / Individual Name]
- **Address:** [Buyer Address] (Hereinafter, "Buyer")

1. AGREEMENT TO SELL AND PURCHASE

The Seller agrees to sell and the Buyer agrees to purchase the goods described in Section 2 (the "Goods") under the terms and conditions set forth in this Agreement.

2. DESCRIPTION OF GOODS

The Goods subject to this Agreement are described as follows:

Item No.	Description of Goods/Asset	Quantity	Unit Price (Excl. Tax)
1	[e.g., Widget Model X-200]	[Number]	[\$Amount]
2	[e.g., Spare Parts Kit]	[Number]	[\$Amount]
Total			[Subtotal Amount]

3. PURCHASE PRICE AND PAYMENT

- **Subtotal Price:** The total purchase price for the Goods is **[\$[Subtotal Amount]]**.
- **Taxes & Fees:** [Specify sales tax, VAT, or other fees/write N/A]: **[\$[Tax Amount]]**
- **Shipping/Handling:** [Specify cost/write N/A]: **[\$[Shipping Amount]]**
- **Total Purchase Price:** The Buyer shall pay the Seller the total sum of **[\$[Total Final Amount]]**.
- **Payment Terms:** [Check one]:
 - ☐ Full amount due upon execution of this Agreement.
 - ☐ \$[Initial Payment] due upon execution; balance due on delivery.
 - ☐ Net [Number] days from the date of invoice.

4. DELIVERY AND TRANSFER OF TITLE

- **Delivery Location:** [Full Shipping Address]
- **Delivery Date:** The Goods shall be delivered on or before **[Date]**.
- **Risk of Loss:** The risk of loss or damage to the Goods shall pass to the Buyer upon **[Specify: e.g., Delivery to Carrier (FOB Shipping Point) OR Receipt by Buyer (FOB Destination)]**.

5. WARRANTIES

- **Standard Warranty:** [Check one]:
 - ☐ The Seller warrants that the Goods are free from defects in material and workmanship for a period of **[Number]** days from the date of delivery.
 - ☐ The Goods are sold **"AS IS"** and the Seller makes no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

6. DEFAULT

In the event the Buyer fails to make payment according to the terms herein, the Seller may terminate this Agreement and pursue any legal remedies available, including recovery of the Goods. In the event the Seller fails to deliver the Goods, the Buyer may terminate this Agreement and seek recovery of any payments made.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **[State/Country]** of **[Name of State/Country]**.

8. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.

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

SELLER:

Signature: _____

Printed Name: _____

Title: _____

BUYER:

Signature: _____

Printed Name: _____

Title: _____