

GENERAL SALES AND SERVICES CONTRACT

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

A. SELLER/SERVICE PROVIDER:

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

AND

B. BUYER/CLIENT:

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

1. SCOPE OF AGREEMENT

The Seller agrees to provide the services and/or goods as described in detail in **Schedule A (Scope of Work)**, attached hereto and incorporated by reference (the "Work").

2. COMPENSATION AND PAYMENT

- **Total Contract Price:** The Client agrees to pay the Seller a total sum of **[\$[Amount in Numbers]]** ([Amount in Words]) for the completion of the Work.
- **Payment Schedule:** [Check one]:
 - ☐ Lump Sum due Net [Number] days after completion/delivery.
 - ☐ Payments structured as follows:
 - **Initial Deposit:** \$[Amount], due upon execution.
 - **Milestone Payments:** [Describe milestones and corresponding payment amounts].
- **Late Fees:** Any payment not received within **[Number]** days of the due date will incur a late fee of **[Percentage]%** per month or the maximum allowable by law.

3. TERM AND DELIVERY

- **Effective Date:** [Date of signing or specific start date].
- **Projected Completion/Delivery Date:** [Date].
- **Delivery Method (for Goods):** [e.g., FOB Shipping Point, Digital Download].
- **Work Location (for Services):** [e.g., Remote, Client Site].

4. WARRANTIES

- **Goods:** The Seller warrants that any goods delivered will be free from material defects for a period of **[Number]** days from the date of delivery.
- **Services:** The Seller warrants that the services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.
- **DISCLAIMER:** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. INDEPENDENT CONTRACTOR STATUS

The Seller and its personnel are acting as independent contractors and are not employees of the Client. The Seller is responsible for its own taxes, insurance, and benefits.

6. TERMINATION

Either party may terminate this Contract upon **[Number]** days written notice to the other party if the other party breaches any material term of this Contract and fails to cure such breach within the notice period.

7. CONFIDENTIALITY

The parties agree to hold all proprietary, technical, and business information received from the other party in confidence, using the same degree of care as they use for their own confidential information.

8. GOVERNING LAW

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

9. ENTIRE AGREEMENT

This document, including Schedule A, constitutes the entire agreement between the parties and supersedes any prior agreements.

IN WITNESS WHEREOF, the parties have executed this Sales and Services Contract as of the date first written above.

SELLER/SERVICE PROVIDER:

Signature: _____

Printed Name: _____

Title: _____

BUYER/CLIENT:

Signature: _____

Printed Name: _____

Title: _____