

Sales Contract Agreement

This Sales Contract Agreement (the "**Agreement**") is entered into on [redacted] (the "**Effective Date**"), by and between [redacted], with an address of [redacted] (referred to as the "**Seller**"), and [redacted], with an address of [redacted] (referred to as the "**Customer**"), collectively "the **Parties**."

[Sale of Goods]

- 1. Seller agrees to sell and Customer agrees to purchase the following goods ("**Goods**") in accordance with the terms and conditions set forth in this Agreement:

Goods	Quantity	Price per Unit	Total Price

[Price & Payments]

- 2. The Seller hereby agrees to sell the Goods to the Customer for an amount of [redacted].
 - 2.1. The Seller will provide an invoice to the Customer at the time of the delivery, and all invoices are to be paid in full at least within thirty (30) days.
 - 2.2. Any balances not paid within thirty (30) days will be subject to a five percent (5%) late payment penalty.

[Delivery & Shipping]

- 3. The delivery of the goods (referred to as the "**Delivery**") will be at the location of [redacted].

- 3.1. The shipping method will be decided by _____ and _____ will be responsible for the costs of the shipment.

[Warranties]

4. Seller represents and warrants to Customer that the Goods are free from defects in materials and workmanship, and that the Goods conform to the specifications set forth in this Agreement. Seller further represents and warrants that Seller has good title to the Goods and that the sale of the Goods to Customer will not infringe upon the intellectual property rights of any third party.

[Risk of Loss]

5. Title to the Goods shall pass to Customer upon delivery. Risk of loss or damage to the Goods shall pass to Customer upon delivery.

[Termination]

6. This Agreement may be terminated by either party or both Parties at any instant provided that the terminating party provides a written notice of termination _____ days in advance.

[Limitation of Liability]

7. In no event shall Seller be liable for any consequential, incidental, or punitive damages arising out of or relating to this Agreement, whether based on contract, tort, or any other legal theory.

[Governing Law]

8. This Agreement shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without giving effect to its conflicts of law principles.

[Amendments]

9. The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.

[Severability]

10. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

[Entire Agreement]

11. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to the subject matter hereof.

[Force Majeure]

12. The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

The Parties agree to the terms and conditions of this Agreement set forth above as demonstrated by their signatures as follows:

Seller

[NAME OF SELLER]

[SIGNATURE]

Date:

Customer

[NAME OF CUSTOMER]

[SIGNATURE]

Date: