

SAMPLE AGREEMENT

This Agreement is entered into as of ~~January~~**February 4, 15**, 2024, by and between:

Party A: Acme Corporation ("Seller")

Party B: XYZ Industries ("Buyer")

1. DEFINITIONS

1.1 "Agreement" means this document and all exhibits attached hereto.

1.2 "Products" means the goods described in Exhibit A.

1.3 "Services" means the services described in Exhibit B.

1.4 "Confidential Information" means any proprietary information disclosed by either party.

2. PURCHASE AND SALE

2.1 Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the Products.

2.2 The purchase price shall be ~~\$50,000~~**\$75,000** USD, payable within ~~30~~**45** days of delivery.

2.3 Delivery shall be made to Buyer's facility located at ~~123456 Main Street~~**Commerce Drive**.

3. WARRANTIES

3.1 Seller warrants that the Products shall be free from defects in materials and workmanship for a period of two years from the date of delivery.

~~3.1~~**3.2** Seller warrants that the Products shall ~~be conform free to from the~~
~~defects~~**specifications set forth** in ~~materials~~**Exhibit** and ~~workmanship for a period of one~~
~~year from the date of delivery.~~**A.**

~~3.2~~**3.3** Seller ~~further~~ warrants that **it has the right to sell** the Products ~~shall and conform that~~
~~to they the are specifications free set of forth in Exhibit A. liens.~~

4. LIMITATION OF LIABILITY

4.1 In no event shall either party be liable for any indirect, incidental, or consequential damages.

4.2 The total liability of Seller shall not exceed the purchase price paid by Buyer.

5. TERM AND TERMINATION

5.1 This Agreement shall commence on the Effective Date and continue for a period of ~~one~~**two year**.~~years.~~

5.2 Either party may terminate this Agreement upon 60 days written notice.

5.3 Upon termination, Buyer shall return all Confidential Information to Seller.

6. CONFIDENTIALITY

6.1 Each party agrees to maintain the confidentiality of all Confidential Information received from the other party.

~~5.2~~ ~~6.2~~ ~~Either~~ ~~This party obligation may~~ ~~shall terminate~~ ~~survive termination of~~ this Agreement ~~upon for 30a days period written of notice.~~ ~~five years.~~

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

SELLER: _____

BUYER: _____