

SALES CONTRACT

Contract No.: _____

This Sales Contract (the "Agreement") is made and entered into on this ____ day of _____, 20____ (the "Effective Date"), by and between the parties identified below:

SELLER

Legal Name	
Business Address	
Tax ID / Registration No.	
Authorized Representative	
Email	
Telephone	

BUYER

Legal Name	
Business Address	
Tax ID / Registration No.	
Authorized Representative	
Email	
Telephone	

The Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties."

ARTICLE 1. GOODS AND DESCRIPTION

The Seller agrees to sell and the Buyer agrees to purchase the goods described in the table below (the "Goods"), in accordance with the terms and conditions of this Agreement.

#	Description	Quantity	Unit	Unit Price	Total
1					

#	Description	Quantity	Unit	Unit Price	Total
2					
3					
4					
			Subtotal		
			Tax / VAT		
			TOTAL		

ARTICLE 2. PURCHASE PRICE AND PAYMENT TERMS

2.1 Total Purchase Price. The total purchase price for the Goods is _____ (_____) (the "Purchase Price"), exclusive/inclusive of applicable taxes, as indicated above.

2.2 Currency. All payments under this Agreement shall be made in _____ (currency).

2.3 Payment Schedule. The Buyer shall pay the Purchase Price as follows:

- (a) Deposit of ____% (_____) due upon execution of this Agreement;
- (b) Balance of ____% (_____) due on or before _____; and
- (c) Any other amounts payable as set forth herein.

2.4 Method of Payment. Payment shall be made by _____ (e.g., wire transfer, check, ACH) to the account designated in writing by the Seller.

2.5 Late Payment. Any amount not paid when due shall accrue interest at the rate of ____% per month (or the maximum rate permitted by law, whichever is less) from the due date until paid in full.

ARTICLE 3. DELIVERY AND SHIPMENT

3.1 Delivery Date. The Seller shall deliver the Goods to the Buyer on or before _____ (the "Delivery Date").

3.2 Place of Delivery. Delivery shall be made to: _____.

3.3 Shipping Terms. The shipping terms shall be _____ (e.g., FOB, CIF, DDP) as defined by Incoterms 2020.

3.4 Risk of Loss and Title. Title to the Goods and risk of loss shall pass to the Buyer upon _____ (e.g., delivery, payment in full).

3.5 Packaging. The Goods shall be packaged in a manner reasonably suitable for the type of shipment and to prevent damage during transit.

ARTICLE 4. INSPECTION AND ACCEPTANCE

4.1 Inspection Period. The Buyer shall have _____ (___) days from receipt of the Goods to inspect them and notify the Seller in writing of any non-conformity, defect, or shortage (the "Inspection Period").

4.2 Acceptance. If the Buyer does not provide written notice of rejection within the Inspection Period, the Goods shall be deemed accepted.

4.3 Remedy for Non-Conforming Goods. If the Buyer rejects any Goods as non-conforming, the Seller shall, at its option and expense, repair, replace, or refund the price of such Goods.

ARTICLE 5. WARRANTIES

5.1 Seller's Warranties. The Seller warrants that:

- (d) It has full right, title, and authority to sell the Goods;
- (e) The Goods are free from defects in material and workmanship for a period of _____ (___) months from the date of delivery;
- (f) The Goods conform to the specifications and descriptions set forth in this Agreement; and
- (g) The Goods are free of liens, encumbrances, and third-party claims.

5.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6. LIMITATION OF LIABILITY

Except for liability arising from gross negligence, willful misconduct, or breach of confidentiality, neither Party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages. The Seller's total aggregate liability under this Agreement shall not exceed the total Purchase Price actually paid by the Buyer.

ARTICLE 7. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, embargoes, epidemics, pandemics, or governmental actions. The affected Party shall promptly notify the other Party and use reasonable efforts to mitigate the effects.

ARTICLE 8. TERMINATION

8.1 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within ____ (__) days after receipt of written notice.

8.2 Effect of Termination. Upon termination, the Buyer shall pay for all Goods delivered prior to the effective date of termination, and the Seller shall deliver any Goods for which payment has been received.

ARTICLE 9. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public information disclosed by the other Party in connection with this Agreement and to use such information solely for the purpose of performing its obligations hereunder. This obligation shall survive termination of this Agreement for a period of ____ (__) years.

ARTICLE 10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of _____, without regard to its conflict of laws principles.

10.2 Dispute Resolution. Any dispute arising out of or in connection with this Agreement shall first be addressed through good-faith negotiation. If unresolved within ____ (__) days, the dispute shall be submitted to _____ (e.g., arbitration in [city] under [rules], or the courts of [jurisdiction]).

ARTICLE 11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to its subject matter.

11.2 Amendments. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

11.3 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

11.4 Notices. All notices under this Agreement shall be in writing and delivered to the addresses set forth above by personal delivery, certified mail, or recognized overnight courier.

11.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.6 Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

11.7 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and together shall constitute one instrument.

IN WITNESS WHEREOF

the Parties have executed this Sales Contract as of the Effective Date first written above.

SELLER

BUYER

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

— END OF AGREEMENT —

This template is provided for general informational purposes only and is not legal advice. Consult a qualified attorney before use.