

Sales Agreement

An agreement for the sale of goods between two businesses. Template v1.0.

Date of this agreement: _____

Seller: _____

Buyer: _____

The Seller agrees to sell and the Buyer agrees to buy the goods below (the Goods) on these terms.

1. Goods

Description and quantity:

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2. Price and payment

Total price: _____

Deposit due on signing: _____

Balance due: _____

The price includes packing and excludes taxes, which are added as the law requires. The deposit counts toward the price. If the Buyer pays late, the Seller may charge interest at a reasonable rate the law allows and may hold further deliveries until it is paid.

3. Delivery

Delivery terms: _____

Delivery date: _____

The Seller will tell the Buyer promptly of any expected delay. If delivery is more than 30 days late for a reason within the Seller's control, the Buyer may cancel and receive its deposit back.

4. Title and risk

Risk in the Goods passes to the Buyer on delivery. Ownership passes when the Seller has received the full price. Until then, the Buyer keeps the Goods safe and insured and may resell them only in the ordinary course of its business.

5. Inspection

Days the Buyer has to inspect after delivery: _____

The Buyer may inspect the Goods within that time and reject any that do not conform by written notice giving reasons. Goods not rejected in time are treated as accepted, but the warranty still covers hidden defects.

6. Warranty

Warranty period from delivery: _____

For that period, the Seller warrants that the Goods will match the description, be free from defects in materials and workmanship, and be of satisfactory quality. The warranty does not cover misuse, accident, normal wear or changes made without the Seller's approval. As far as the law allows, no other warranty is given.

7. Remedies

For Goods that are rejected or fail under the warranty, the Seller will repair or replace them, or refund their price, within a reasonable time. The Buyer may choose a refund if repair or replacement fails or is not possible. Either party may also recover other losses the law allows, subject to Section 8.

8. Limitation of liability

Neither party is liable for indirect or consequential loss, such as lost profits. Each party's total liability under this agreement is limited to the total price. These limits do not apply to the Buyer's duty to pay, to fraud, to death or personal injury caused by negligence, or to any liability that cannot be limited by law.

9. Force majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, such as natural disasters, war, epidemics or government action. The affected party must tell the other promptly and try to limit the effect. If the event lasts more than 60 days, either party may cancel the undelivered part by written notice, and any deposit paid for it is refunded.

10. Cancellation

The Buyer may cancel by written notice before the Goods are shipped. The Seller may then keep from the deposit its reasonable costs already incurred, and must refund the rest. Either party may cancel by written notice if the other commits a serious breach and does not fix it within 14 days of being told.

11. Governing law and general terms

This agreement is governed by the laws of:

This is the whole agreement for this sale. A change is valid only in writing signed by both parties. If a term cannot be enforced, the rest still applies. It may be signed electronically and in counterparts.

Buyer

Signature

Name

Date

Title

Seller

Signature

Name

Date

Title