

Sales Agreement: Details the terms for the sale of goods between a buyer and seller.

Sales Agreement

Effective Date: [Date]

Between:

Seller: [Seller's Name], located at [Seller's Address].

Buyer: [Buyer's Name], located at [Buyer's Address].

1. Description of Goods

The Seller agrees to sell, and the Buyer agrees to purchase, the following goods ("Goods"):

- **Product Name:** [Name of the product]
- **Description:** [Detailed description of the goods]
- **Quantity:** [Number of units]
- **Unit Price:** [Price per unit]

2. Purchase Price

The total purchase price ("Purchase Price") for the Goods shall be:

Total Purchase Price = Unit Price × Quantity = [Total Amount]

3. Payment Terms

- **a. Payment Method:** Payment shall be made via [Payment Method, e.g., bank transfer, check, cash].
- **b. Payment Schedule:** Payment is due [in full upon signing / according to the following schedule].
- **c. Late Payment:** Any payment not received by the due date will incur a late fee of [Percentage or Amount].

4. Delivery Terms

- **a. Delivery Date:** The Seller shall deliver the Goods on or before [Delivery Date].
- **b. Delivery Location:** The Goods shall be delivered to [Delivery Address].
- **c. Delivery Method:** Delivery will be made via [Shipping Method, e.g., courier, freight].
- **d. Risk of Loss:** Risk of loss passes to the Buyer upon [Delivery / Shipment].

5. Inspection and Acceptance

The Buyer shall have [Number] days after delivery to inspect the Goods. If the Goods do not conform to the specifications, the Buyer must notify the Seller in writing within this period.

6. Warranties

The Seller warrants that:

- **a.** The Goods are free from defects in material and workmanship.
- **b.** The Goods conform to the specifications and descriptions provided.
- **c.** The Seller has good title to the Goods and the right to sell them.

7. Title and Risk of Loss

- **a. Title Transfer:** Title to the Goods passes to the Buyer upon [Full Payment / Delivery].
- **b. Risk of Loss:** Risk of loss or damage passes to the Buyer upon [Delivery / Shipment].

8. Taxes and Fees

Any applicable taxes, duties, or fees shall be the responsibility of the [Buyer/Seller], unless otherwise specified by law.

9. Confidentiality

Both parties agree to keep the terms of this Agreement and any proprietary information confidential, unless disclosure is required by law.

10. Limitation of Liability

Neither party shall be liable for any indirect, incidental, or consequential damages arising out of or related to this Agreement.

11. Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, such as natural disasters, acts of war, or government regulations.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law principles.

13. Dispute Resolution

Any disputes arising under this Agreement shall be resolved through [mediation/arbitration/litigation] in the jurisdiction of [State/Country].

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral.

15. Amendments

Any modifications to this Agreement must be made in writing and signed by both parties.

16. Severability

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

17. Notices

All notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above.

IN WITNESS WHEREOF, the parties have executed this Sales Agreement as of the Effective Date.

Seller

Signature: _____

Name: [Name]

Title: [Title]

Date: _____

Buyer

Signature: _____

Name: [Name]

Title: [Title]

Date: _____

Disclaimer: This template is provided for informational purposes only and does not constitute legal advice. It is recommended to consult a qualified attorney to ensure that any agreement meets all legal requirements and addresses the specific needs of both parties.

