

**Purchase Order:** Authorizes a purchase transaction between buyer and seller.

## **Purchase Agreement**

**Effective Date:** [Date]

**Between:**

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

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

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### **1. Description of Goods/Services**

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

- **Description:** [Detailed description of the goods or services]
- **Quantity:** [Number of units, if applicable]
- **Unit Price:** [Price per unit, if applicable]

### **2. Purchase Price**

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

**Total Purchase Price =** [Total Amount in USD]

### **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/Services on or before [Delivery Date].
- **b. Delivery Location:** The Goods/Services shall be delivered/provided at [Delivery Address or Service Location].
- **c. Delivery Method:** Delivery will be made via [Shipping Method, e.g., courier, freight], or services will be performed at [Location].

- 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/Services. If the Goods/Services 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/Services 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 invalid or unenforceable, 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.

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

**Seller**

Signature: \_\_\_\_\_

Name: [Seller's Name]

Title: [Title]

Date: \_\_\_\_\_

**Buyer**

Signature: \_\_\_\_\_

Name: [Buyer's Name]

Title: [Title]

Date: \_\_\_\_\_