

Sales Proposal

Private and Confidential

I. Introduction

This **Sales Proposal** ("**Proposal**") is submitted by _____ ("**Seller**") to _____ ("**Client**") for the purpose of outlining the proposed products and/or services, commercial terms, and conditions under which Seller is prepared to do business with Client.

This Proposal is intended to provide a clear commercial framework for discussion and evaluation. Except where expressly stated otherwise, this Proposal is non-binding and does not create any legal obligation on either party unless and until a separate written agreement is executed by authorized representatives of both parties.

II. Proposal Purpose and Objectives

The purpose of this Proposal is to present a structured offer addressing Client's identified needs and objectives. Seller's proposed solution is designed to deliver measurable value, operational efficiency, and commercial benefit in alignment with Client's stated requirements and business goals.

III. Scope of Proposed Products and/or Services

Within the scope of this Proposal, the proposed scope includes the delivery of following products or services;

Seller's obligations are limited to the scope expressly stated in this Proposal, and any additional services or changes to scope may require a separate written agreement or amendment.

IV. Deliverables and Performance Standards

Seller will provide the deliverables described in this Proposal in a professional and commercially reasonable manner consistent with generally accepted industry standards. All deliverables will be prepared based on the information provided by Client and assumptions reasonably relied upon by Seller at the time of submission.

Any timelines, milestones, or performance estimates included in this Proposal are indicative only and subject to adjustment based on Client cooperation, availability of required information, and external factors beyond Seller's reasonable control.

V. Pricing and Commercial Terms

The proposed pricing for the products and/or services described in this Proposal is as follows:

The total proposed fee is _____, excluding applicable taxes, duties, or government charges. Pricing assumptions include standard business hours performance and normal operating conditions unless otherwise stated. Any additional costs, third-party expenses, or out-of-scope services may be charged separately upon Client's prior approval.

Payment terms are proposed as follows: invoices will be issued in accordance with agreed milestones or delivery stages, and payment will be due within _____ days of invoice date unless otherwise agreed in writing.

VI. Client Responsibilities

Client agrees to provide timely access to information, personnel, approvals, and materials reasonably required for Seller to perform the proposed services. Delays or failures in Client cooperation may result in adjustments to timelines, pricing, or deliverables.

Client remains solely responsible for the accuracy and completeness of all information provided to Seller in connection with this Proposal.

VII. Assumptions and Exclusions

This Proposal is based on certain assumptions, including but not limited to business conditions remaining substantially unchanged and Client requirements aligning with the information provided to Seller. Any material change to these assumptions may require revision of the Proposal.

Unless expressly stated, this Proposal does not include legal, tax, accounting, or regulatory advice, nor does it include post-delivery maintenance, support, or warranty services.

VIII. Confidentiality

Each party agrees to treat the contents of this Proposal and any related commercial or technical information as confidential and to use such information solely for the purpose of evaluating the proposed transaction. This confidentiality obligation does not apply to information that is publicly available or lawfully obtained from a third party without restriction.

IX. Intellectual Property

Unless otherwise agreed in a definitive written agreement, Seller retains all intellectual property rights in its pre-existing materials, methodologies, tools, and know-how used in connection with this Proposal. Any transfer or license of intellectual property rights will be subject to separate written agreement terms.

X. Validity Period

This Proposal is valid for acceptance until _____, after which it may be withdrawn or modified by Seller without notice. Acceptance of this Proposal after the validity period requires Seller's written confirmation.

XI. Limitation of Proposal Effect

This Proposal does not constitute a binding offer, contract, or commitment, except for any sections expressly stated to be binding, such as confidentiality or proposal validity where applicable. Any binding relationship between the parties shall arise only upon execution of a separate definitive agreement.

XII. Amendments and Review

Any modification, clarification, or amendment to this Proposal must be made in writing and agreed upon by both parties. Oral statements or informal communications shall not amend this Proposal.

XIII. Governing Principles

This Proposal shall be interpreted in accordance with general principles of commercial contract interpretation, without regard to conflict of law rules. No jurisdiction-specific law is intended to apply unless expressly agreed in a subsequent definitive agreement.

IVX. Acceptance and Next Steps

If Client wishes to proceed based on the terms outlined in this Proposal, the parties may negotiate and execute a separate written agreement reflecting the final agreed terms. Signature of this Proposal may be used solely as an acknowledgment of review and commercial intent unless otherwise stated.

Seller

Name

Date

Signature

Buyer

Name

Date

Signature



This document is a PDF copy of **Sales Proposal** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.



Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

jotform.com/products/pdf-editor/



Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

jotform.com/products/smart-pdf-forms/



Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

jotform.com/products/sign/



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.