

Net 30 Terms Agreement

This **Net 30 Terms Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between:

Seller

Customer

Seller and Customer may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose

This Agreement establishes the payment terms under which Seller may provide goods, services, materials, or other deliverables to Customer on Net 30 credit terms. The purpose of this Agreement is to define the timing, method, and conditions of payment, as well as each Party's responsibilities regarding invoices, disputed charges, late payments, and credit privileges.

2. Credit Terms

Subject to Seller's approval of Customer's credit account, Seller agrees to extend Net 30 payment terms to Customer for eligible purchases or services.

"Net 30" means that the full invoiced amount is due and payable within thirty calendar days from the invoice date, unless a different due date is expressly stated on the applicable invoice and accepted by Seller in writing.

Extension of Net 30 terms is a credit privilege and does not require Seller to continue offering credit for future transactions. Seller may modify, suspend, or revoke Customer's credit privileges in accordance with the Credit Review and Suspension clause.

3. Orders, Goods and Services Covered

This Agreement applies to all invoices issued by Seller to Customer for goods, services, materials, subscriptions, licenses, or other deliverables supplied on credit, unless the Parties enter into a separate written agreement that expressly overrides this Agreement.

Each purchase order, statement of work, order form, invoice, or similar transaction document issued in connection with this Agreement is incorporated only for the purpose of identifying the goods or services, pricing, quantities, delivery details, and other transaction-specific terms. In the event of a conflict between this Agreement and any purchase order or similar Customer document, this Agreement controls unless Seller expressly agrees otherwise in writing.

4. Invoicing

Seller shall issue invoices to Customer at the time goods are shipped, services are performed, deliverables are provided, or at another commercially reasonable time determined by Seller.

Each invoice should include, where applicable:

Invoice Information	Details
Invoice Number	
Invoice Date	
Customer Account Number	
Description of Goods or Services	
Amount Due	
Payment Due Date	
Payment Instructions	

Failure to include non-material information on an invoice does not excuse Customer's obligation to pay amounts properly owed.

5. Payment Obligation

Customer shall pay each undisputed invoice in full no later than thirty calendar days after the invoice date.

Payment is considered made only when Seller receives cleared funds in the full amount due. Customer is responsible for ensuring that payments are submitted early enough to be received by Seller on or before the due date.

Customer shall not withhold, offset, reduce, or delay payment based on separate claims, disputes, credits, or amounts allegedly owed by Seller unless Seller has expressly approved the offset in writing.

6. Payment Methods

Customer shall make payment using one of the methods approved by Seller, which may include bank transfer, credit card, automated clearing house payment, check, online payment portal, or another method specified by Seller.

Seller may update its payment instructions from time to time by providing written notice to Customer or by including updated instructions on an invoice. Customer is responsible for verifying any requested change in payment instructions before making payment.

Customer shall bear any bank fees, wire fees, processing charges, currency conversion charges, or other costs imposed by Customer's financial institution or payment provider.

7. Taxes and Additional Charges

Unless expressly stated otherwise in writing, prices do not include applicable taxes, duties, assessments, levies, shipping charges, handling fees, customs charges, or similar governmental or transaction-related charges.

Customer is responsible for paying all applicable taxes and charges arising from the purchase, delivery, receipt, or use of goods or services, except taxes based solely on Seller's income.

If Customer claims exemption from any tax, Customer shall provide Seller with a valid exemption certificate or other documentation reasonably required by Seller before the applicable invoice is issued.

8. Invoice Disputes

Customer shall notify Seller in writing of any good-faith dispute regarding an invoice within ten calendar days after the invoice date. The notice must identify the invoice number, the disputed amount, the reason for the dispute, and any supporting information reasonably available to Customer.

Customer shall pay all undisputed portions of the invoice by the original due date. The Parties shall work in good faith to resolve the disputed amount promptly.

If Customer does not provide timely written notice of an invoice dispute, the invoice will be deemed accepted, and Customer shall pay the invoice in full by the due date.

9. Late Payments

If Customer fails to pay any undisputed amount when due, Seller may charge a late fee or interest on the overdue balance at the rate of _____% per month, or the highest rate permitted by applicable law, whichever is lower.

Late fees and interest begin to accrue on the day after the payment due date and continue until the overdue amount is paid in full.

Customer shall reimburse Seller for reasonable collection costs incurred in connection with overdue amounts, including collection agency fees, court costs, and reasonable attorneys' fees, to the extent permitted by applicable law.

10. Credit Review and Suspension

Seller may review Customer's credit status at any time. Customer agrees to provide reasonable financial, business, or credit information requested by Seller for purposes of evaluating Customer's ability to meet its payment obligations.

Seller may suspend, reduce, revoke, or modify Customer's Net 30 credit terms if:

- Customer fails to pay any amount when due;
- Customer exceeds any credit limit established by Seller;
- Customer provides inaccurate or incomplete credit information;
- Seller reasonably determines that Customer's financial condition creates a risk of non-payment; or
- Customer otherwise breaches this Agreement.

If credit terms are suspended or revoked, Seller may require advance payment, payment on delivery, shorter payment terms, a deposit, or other payment assurance before accepting or fulfilling additional orders.

11. Credit Limit

Seller may establish a credit limit for Customer in the amount of _____ or another amount communicated by Seller in writing.

Customer shall not place orders or incur charges that exceed the approved credit limit unless Seller provides prior written approval. Seller may refuse, delay, or cancel orders that would cause Customer's account balance to exceed the approved credit limit.

A credit limit does not restrict Customer's obligation to pay all amounts owed to Seller.

12. Delivery, Acceptance, and Risk of Loss

Unless otherwise agreed in writing, delivery terms, shipping responsibilities, and risk of loss are governed by Seller's standard delivery practices or the applicable transaction document accepted by Seller.

Customer's payment obligation is not affected by minor delivery delays, partial shipments, or non-material defects that do not substantially prevent Customer from receiving the benefit of the goods or services, provided that Seller makes commercially reasonable efforts to correct any valid issue.

13. No Waiver of Payment Rights

Seller's acceptance of late, partial, or irregular payments does not waive Seller's right to require full and timely payment of any current or future invoice.

Any waiver of Seller's rights must be in writing and signed by an authorized representative of Seller. A waiver of one breach does not waive any other breach or future breach.

14. Customer Representations

Customer represents that:

- It is duly organized, validly existing, and authorized to enter into this Agreement;
- The person signing this Agreement on Customer's behalf has authority to bind Customer;
- All information provided in connection with Customer's credit application or account setup is accurate and complete;
- Customer will use any goods or services purchased from Seller for lawful business purposes; and
- Customer will promptly notify Seller of any material change in its ownership, financial condition, billing information, or ability to pay.

15. Term and Termination

This Agreement begins on the Effective Date and continues until terminated by either Party in accordance with this Agreement. Either Party may terminate this Agreement by providing written notice to the other Party. Termination does not affect Customer's obligation to pay any amounts incurred before termination.

Seller may terminate this Agreement immediately upon written notice if Customer fails to pay any undisputed amount when due, becomes insolvent, ceases doing business, makes an assignment for the benefit of creditors, provides materially inaccurate credit information, or otherwise materially breaches this Agreement.

Upon termination, all outstanding invoices and unpaid amounts become immediately due and payable unless Seller agrees otherwise in writing. Any clauses that by their nature should continue after termination, including payment obligations, collection costs, dispute resolution, confidentiality, and governing law, will remain in effect.

16. Confidentiality

Each Party may receive non-public business, financial, pricing, account, or operational information from the other Party in connection with this Agreement. The receiving Party shall use such information only for purposes related to this Agreement and shall not disclose it to third parties except as required to perform this Agreement, comply with law, obtain professional advice, or enforce its rights.

Confidentiality obligations do not apply to information that is publicly available through no fault of the receiving Party, already known without restriction, independently developed without use of confidential information, or lawfully received from a third party without a duty of confidentiality.

17. Notices

All notices under this Agreement must be in writing and delivered by personal delivery, reputable courier, certified mail, email, or another method that provides reasonable evidence of delivery.

Notices shall be sent to the addresses below, or to any updated address provided by a Party in writing:

Party	Notice Address	Email
Seller		
Customer		

A notice is effective when received, unless the notice is sent by email outside normal business hours, in which case it is effective on the next business day.

18. Relationship of the Parties

The Parties are independent contracting parties. This Agreement does not create a partnership, joint venture, employment relationship, franchise, agency relationship, or fiduciary relationship between the Parties.

Neither Party may bind the other Party or make commitments on the other Party's behalf unless expressly authorized in writing.

19. Assignment

Customer may not assign, transfer, or delegate this Agreement or any payment obligation without Seller's prior written consent.

Seller may assign this Agreement, any invoice, or any right to payment to an affiliate, successor, financing provider, or collection agent, provided that such assignment does not materially reduce Customer's rights under this Agreement.

20. Governing Law

This Agreement shall be governed by the laws of _____, without regard to conflict of law rules that would require the application of another jurisdiction's laws.

21. Dispute Resolution

The Parties shall first attempt to resolve any dispute arising out of or relating to this Agreement through good-faith business discussions. If the dispute is not resolved within _____ days after written notice of the dispute, either Party may pursue available legal or equitable remedies in the courts located in _____, unless the Parties agree in writing to another dispute resolution process.

22. Compliance with Law

Each Party shall comply with all laws and regulations applicable to its performance under this Agreement.

Customer shall not use goods or services provided by Seller in a manner that violates applicable law, infringes third-party rights, or exposes Seller to regulatory, financial, or reputational risk.

23. Amendment

This Agreement may be amended only by a written document signed by authorized representatives of both Parties.

Seller may update administrative account procedures, payment instructions, invoicing practices, or credit review requirements from time to time, provided that such updates do not materially alter Customer's existing payment obligations without written notice.

24. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding Net 30 payment terms and supersedes all prior discussions, proposals, credit applications, purchase order terms, and understandings relating to the same subject matter.

Any terms included in Customer's purchase order, vendor portal, payment platform, or similar document that conflict with this Agreement are rejected unless expressly accepted by Seller in a signed writing.

25. Severability

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, the remaining provisions will continue in effect. The invalid or unenforceable provision shall be interpreted, to the extent permitted, in a way that most closely reflects the Parties' original intent.

26. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, each of which is deemed an original, and all of which together form one agreement.

Electronic signatures, digital signatures, and signatures transmitted electronically have the same effect as handwritten signatures to the extent permitted by applicable law.

27. Signatures

By signing below, each Party confirms that it has read, understood, and agreed to this Net 30 Terms Agreement.

Seller

Name

Date

Signature

Customer

Name

Date

Signature



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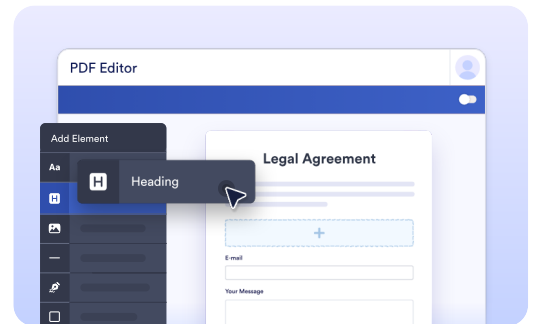
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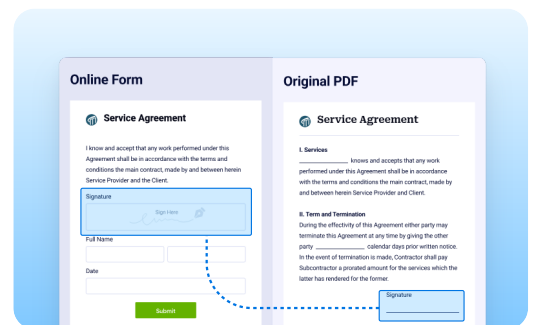
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