

# Sale of Goods Contract

This **Sale of Goods Contract** ("**Agreement**") is entered into on \_\_\_\_\_ ("**Effective Date**"), by and between the following parties:

**Seller**

**Buyer**

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

## 1. Purpose

The purpose of this Agreement is to set out the terms and conditions under which Seller agrees to sell, and Buyer agrees to purchase, certain goods as described in this Agreement.

## 2. Description of Goods

Seller agrees to supply the goods described below ("**Goods**"):

| Item Description | Quantity | Unit Price | Total Price |
|------------------|----------|------------|-------------|
|                  |          |            |             |
|                  |          |            |             |
|                  |          |            |             |

The Goods shall conform to the specifications, quality standards, and descriptions agreed upon by the Parties.

### 3. Purchase Price and Payment Terms

The total purchase price for the Goods shall be \_\_\_\_\_ (**"Purchase Price"**).

Buyer shall pay the Purchase Price as follows:

**Payment method:**

**Payment due date:**

Unless otherwise stated, all payments shall be made in \_\_\_\_\_ and without deduction, withholding, or set-off, except as required by law.

### 4. Delivery

Seller shall deliver the Goods to the following location:

\_\_\_\_\_.

Delivery shall occur on or before \_\_\_\_\_, unless otherwise agreed in writing.

Seller shall be responsible for packaging the Goods in a manner suitable for safe transport and handling.

### 5. Transfer of Risk and Title

Risk of loss or damage to the Goods shall pass from Seller to Buyer upon delivery at the agreed location.

Ownership (title) to the Goods shall transfer to Buyer upon full payment of the Purchase Price, unless otherwise agreed.

### 6. Inspection and Acceptance

Buyer shall inspect the Goods within \_\_\_\_\_ following delivery.

If the Goods do not conform to the Agreement, Buyer shall notify Seller in writing within the inspection period, specifying the nature of the non-conformity.

Failure to provide such notice within the inspection period shall be deemed acceptance of the Goods.

## 7. Warranties

Seller represents and warrants that:

- The Goods are free from material defects in design, material, and workmanship;
- The Goods conform to the agreed specifications;
- Seller has the legal right to sell the Goods and transfer ownership.

These warranties shall remain in effect for a period of \_\_\_\_\_ from the date of delivery.

## 8. Remedies

If the Goods fail to meet the warranties, Seller shall, at its own cost and within a reasonable time:

- Repair or replace the defective Goods; or
- Refund the portion of the Purchase Price corresponding to the defective Goods.

These remedies shall be Buyer's primary remedies for non-conforming Goods.

## 9. Limitation of Liability

To the maximum extent permitted by applicable law, neither Party shall be liable for indirect, incidental, or consequential damages arising out of or related to this Agreement.

Seller's total liability under this Agreement shall not exceed the total Purchase Price paid by Buyer.

## 10. Force Majeure

Neither Party shall be responsible for failure or delay in performance due to events beyond reasonable control, including natural disasters, war, labor disputes, or governmental actions.

The affected Party shall promptly notify the other Party and take reasonable steps to resume performance.

## 11. Termination

Either Party may terminate this Agreement:

- If the other Party materially breaches any provision and fails to cure such breach within \_\_\_\_\_ after receiving written notice; or
- By mutual written agreement of the Parties.

Upon termination, any outstanding payments shall become immediately due, and any Goods not yet delivered may be canceled.

## 12. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_.

Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations. If unresolved, the dispute shall be submitted to the competent courts of \_\_\_\_\_, unless the Parties agree to an alternative dispute resolution method.

## 13. Confidentiality

Each Party agrees to keep confidential any non-public, proprietary, or commercially sensitive information obtained in connection with this Agreement and to use such information solely for the purposes of performing its obligations.

## 14. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, or agreements relating to its subject matter.

## 15. Amendments

Any amendment to this Agreement must be made in writing and signed by both Parties.

## 16. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except to an affiliate or in connection with a merger or sale of substantially all assets.

## 17. Notices

All notices under this Agreement shall be in writing and delivered to the addresses of the Parties stated above or to such other address as may be notified in writing.

## 18. Severability

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

## 19. Execution

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.

### Signatures

IN WITNESS WHEREOF, the Parties have executed this Sale of Goods Contract as of the Effective Date.

**Seller**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Buyer**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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