

SALES AGREEMENT

This Sales Agreement ("Agreement") is made on [date] between:

Seller: [Seller's full legal name or business name], of [address] ("Seller"), and

Buyer: [Buyer's full legal name or business name], of [address] ("Buyer").

Seller agrees to sell and Buyer agrees to buy the goods described below on the following terms.

1. The Goods

Item	Description (make, model, serial number, specifications)	Quantity	Unit price	Line total
[item]	[description]	[qty]	[\$]	[\$]
[item]	[description]	[qty]	[\$]	[\$]

(the "Goods"). Condition: ☐ New ☐ Used ☐ Refurbished ☐ Other: [describe]

Any attached specifications, drawings or photos form part of this Agreement: [list attachments, or "None"].

2. Price

The total price is [\$ amount], made up of:

- Goods: [\$ amount]
- Shipping and handling: [\$ amount, or "included" or "paid by Buyer directly to carrier"]
- Sales tax: [\$ amount, or "Buyer will pay any sales tax due" or "Buyer has provided a valid resale or exemption certificate"]

3. Payment

☐ Full payment is due [on signing / on delivery / within [number] days after delivery].

☐ Buyer will pay a deposit of [\$ amount] on signing. The balance of [\$ amount] is due [on delivery / within [number] days after delivery / on [date]].

Payment method: [bank transfer, check, card, other]. Unpaid amounts that are more than [number] days late will accrue interest at [rate]% per month, or the highest rate allowed by law, whichever is lower.

4. Delivery

- ☐ **Pickup.** Buyer will collect the Goods from [address] on or before [date].
- ☐ **Seller delivers to Buyer.** Seller will deliver the Goods to [address] on or before [date].
- ☐ **Shipment by carrier.** Seller will deliver the Goods to [carrier, if known] for shipment to Buyer at [address], on or before [date].

If Seller cannot deliver on time, Seller will tell Buyer promptly in writing with a new expected date. If the Goods are more than [number] days late, Buyer may cancel the undelivered part of the order and get back any money paid for it.

5. Risk of Loss

The risk of loss or damage to the Goods passes from Seller to Buyer (tick one):

- ☐ When Buyer or Buyer's agent takes physical possession of the Goods.
- ☐ When Seller hands the Goods to the carrier.
- ☐ When the Goods are delivered to and made available at Buyer's address.

Until then, Seller bears the risk. The party bearing the risk at any time should keep the Goods insured.

6. Title

Ownership of the Goods passes to Buyer:

- ☐ On delivery.
- ☐ Only when Buyer has paid the full price.

7. Inspection and Acceptance

Buyer may inspect the Goods within [number] days after delivery. If any Goods do not match this Agreement, Buyer will notify Seller in writing within that time, describing the problem. Seller will then, at Seller's choice and cost, repair or replace the non-conforming Goods within [number] days, or refund the price paid for them and arrange their return. Goods not rejected in writing within the inspection period are treated as accepted.

8. Warranties

Seller states that Seller owns the Goods, has the right to sell them, and will deliver them free of any lien or claim by anyone else.

Choose one:

- ☐ **As-is.** THE GOODS ARE SOLD "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTY OF ANY KIND ABOUT THE CONDITION OF THE GOODS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THE OWNERSHIP STATEMENT ABOVE.

☐ **Limited written warranty.** Seller warrants that the Goods will [describe, e.g. "be free from defects in materials and workmanship and perform to the attached specifications"] for [number] months from delivery. Buyer's remedy under this warranty is repair, replacement or refund of the price of the defective item, at Seller's choice. [Add any other warranty terms, or delete this sentence.]

Known defects Seller has disclosed to Buyer: [describe, or "none known"].

9. Returns and Cancellation

Apart from the rights in Sections 4 and 7, Buyer ☐ may not ☐ may return Goods for a refund, on these terms: [e.g. "unused, in original packaging, within 14 days, less a [\$ amount] restocking fee"].

Either party may cancel this Agreement by written notice if the other party materially breaks it and does not fix the breach within [number] days after written notice describing it.

10. Limitation of Damages

Neither party is liable to the other for lost profits or indirect or consequential losses arising from this Agreement, except where the law does not allow this limit. This section does not limit Buyer's obligation to pay the price.

11. Notices

Notices under this Agreement must be in writing and sent by email or by mail to the addresses below, or any new address a party gives in writing.

- Seller: [email, mailing address]
- Buyer: [email, mailing address]

12. General Terms

Entire agreement. This Agreement and its attachments are the entire agreement between the parties about the Goods and replace any earlier quotes, purchase orders or discussions. If a purchase order or invoice conflicts with this Agreement, this Agreement controls.

Amendments. Any change must be in writing and signed by both parties.

Assignment. Neither party may transfer this Agreement without the other's written consent, except that Seller may assign its right to be paid.

Governing law. This Agreement is governed by the laws of the State of [State], including its version of the Uniform Commercial Code.

Severability. If any part of this Agreement is found invalid, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Seller

Signature: _____

Name: [full name]

Date: [date]

Buyer

Signature: _____

Name: [full name]

Date: [date]