

# Contract for Sale of Goods

This Contract for Sale of Goods is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a [STATE OF ORGANIZATION OR RESIDENCE] [CORPORATION/PARTNERSHIP/SOLE PROPRIETORSHIP/RESIDENT], with its principal place of business at [COMPLETE ADDRESS], ("Seller") and \_\_\_\_\_, a [STATE OF ORGANIZATION OR RESIDENCE] [CORPORATION/PARTNERSHIP/SOLE PROPRIETORSHIP/RESIDENT], with its principal place of business at [COMPLETE ADDRESS] ("Buyer") for the purchase of the goods described below:

Qty.	Item #	Description	Price	Total

1. Term. This Contract shall begin on \_\_\_\_\_, 20\_\_, and end upon the last delivery, which shall be shipped, with or without requisition for the balance of goods then unshipped, by \_\_\_\_\_, 20\_\_, unless the parties agree otherwise. However, if as of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and sue for its damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including attorney fees.

2. Delivery. Buyer will give Seller \_\_\_\_\_ days' advance notice regarding the quantity requested for delivery. Upon receipt of the request for delivery, Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be F.O.B. \_\_\_\_\_.

3. Risk Of Loss. The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the Seller until the Goods have been received by the Buyer.

4. Acceptance. Buyer will have the right to inspect the goods upon receipt, and within \_\_\_ business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods, and Buyer must specify the basis of the claim in detail. Failure of Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by Buyer. All notices between the parties must be in writing and delivered by courier or by certified mail, return receipt requested.

5. Charges. Seller shall invoice Buyer upon and for each shipment. Buyer shall pay all charges on terms of \_\_\_\_\_. Any late payment shall bear a late charge of \_\_\_\_%. Overdue invoices shall also bear interest at the rate of \_\_\_\_% per \_\_\_\_\_. If Seller undertakes collection or enforcement efforts, Buyer shall be liable for all costs thereof, including attorney fees. If Buyer is in arrears on any invoice, Seller may, on notice to Buyer, apply the deposit thereto and withhold further delivery until the deposit and all arrearages are brought current.

6. Deposit. Upon signing this Contract, Buyer shall pay Seller a deposit of \$\_\_\_\_\_ toward the total price as a precondition for Seller's performance, which deposit is to be credited to the last shipment.

7. Warranty. Seller warrants that the goods sold hereunder are new and free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to replacement of goods or repair of defects or refund of the purchase price at Seller's sole option. No other warranty, express or implied, is made by Seller, and none shall be imputed or presumed.

8. Taxes. All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's Responsibility Except As Limited By Law.

9. Governing Law. This Contract shall be governed by the laws of the State of \_\_\_\_\_. Any disputes hereunder will be heard in the appropriate federal and state courts located in [NAME OF COUNTY], [STATE].

10. Force Majeure. Seller may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.

11. Miscellaneous. This Contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Contract except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

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Seller

Date

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Buyer

Date

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