

PURCHASE AGREEMENT

SALE OF GOODS OR ASSETS — SELLER & BUYER

AGREEMENT NO.

EFFECTIVE DATE

This Purchase Agreement (the "Agreement") sets out the terms on which the Seller agrees to sell, and the Buyer agrees to buy, the goods or assets described below.

1 THE PARTIES

SELLER

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

BUYER

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

2 DESCRIPTION OF GOODS / ASSETS

The Seller agrees to sell the items described below, together with all related rights and, where applicable, documentation and warranties.

DESCRIPTION OF GOODS / ASSETS (QUANTITY, MAKE, MODEL, SERIAL, CONDITION)

3 PURCHASE PRICE & PAYMENT

The Buyer will pay the purchase price below in the manner and on the schedule shown. Prices exclude applicable sales or transfer taxes unless stated.

TOTAL PURCHASE PRICE (\$)

AMOUNT IN WORDS

Payment:

☐ Paid in full at signing

☐ Installments

☐ Deposit + balance on delivery

☐ Other

DEPOSIT (\$)

BALANCE DUE & DATE

4 DELIVERY, TITLE & RISK OF LOSS

Delivery occurs as described below. Title and risk of loss pass to the Buyer on delivery and acceptance unless the parties agree otherwise.

DELIVERY DATE

PLACE OF DELIVERY

SHIPPING TERMS (FOB / DELIVERED)

WHO PAYS SHIPPING

5 INSPECTION & ACCEPTANCE

The Buyer may inspect the goods within a reasonable time after delivery and must notify the Seller of any non-conformity promptly; otherwise the goods are deemed accepted.

6 WARRANTIES

Select the warranty basis. If sold “as-is,” the Seller disclaims all warranties to the extent allowed by law; otherwise the Seller warrants good title and that the goods conform to the description.

Warranty:

☐ As-is, no warranty

☐ Limited warranty (described below)

☐ Warranty of title & description only

WARRANTY DETAILS (IF ANY)

7 DEFAULT & REMEDIES

If either party fails to perform, the non-breaching party may pursue the remedies available under the UCC and applicable law, including recovery of the deposit, damages, or return of the goods.

8 GENERAL TERMS

This Agreement is governed by the laws of the state identified below, without regard to its conflict-of-laws rules, and represents the entire agreement between the parties, superseding all prior discussions. It may be amended only by a writing signed by both parties. If any provision is held invalid, the remaining provisions remain in full force. Neither party is liable for delays or failures caused by events beyond its reasonable control (including weather, natural disasters, supply or labor shortages, or governmental action). Notices must be in writing and delivered to the addresses shown above. This Agreement may be signed in counterparts, including electronically.

GOVERNING STATE / JURISDICTION

9 ADDITIONAL TERMS

The parties may record additional agreed terms or special provisions below. Any handwritten addition or alteration should be initialed by all parties.

ADDITIONAL TERMS / SPECIAL PROVISIONS

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

SELLER SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)

BUYER SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)