

SALES CONTRACT

SALE OF GOODS — SELLER & BUYER (UCC)

AGREEMENT NO.

EFFECTIVE DATE

This Sales Contract (the “Contract”) governs the sale and purchase of the goods described below, including quantity, price, delivery, and warranty terms.

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 GOODS SOLD

The Seller agrees to sell and the Buyer agrees to buy the goods described below in the quantities stated.

DESCRIPTION OF GOODS (SKU, MODEL, SPECIFICATIONS)

QUANTITY / UNITS

UNIT PRICE (\$)

3 PRICE & PAYMENT TERMS

The total price and payment terms are set out below. Amounts are exclusive of sales tax unless stated, and payment is due per the terms shown.

TOTAL PRICE (\$)

PAYMENT TERMS (NET 30, ETC.)

DEPOSIT (\$)

LATE FEE (% / \$)

4 DELIVERY & SHIPPING

The Seller will deliver the goods as specified below. Unless agreed otherwise, title and risk of loss pass per the stated shipping terms.

DELIVERY / SHIP DATE

SHIPPING TERMS (FOB / CIF)

SHIP FROM

SHIP TO

5 INSPECTION, ACCEPTANCE & RETURNS

The Buyer may inspect goods on receipt and must report shortages or non-conforming goods within the period below; accepted goods may be returned only as stated.

INSPECTION PERIOD (DAYS)

RETURN / RESTOCKING POLICY

6 WARRANTIES

Select the warranty basis. Any implied warranties are limited or disclaimed only to the extent permitted by law.

Warranty:

☐ As-is, no warranty

☐ Limited express warranty

☐ Warranty of merchantability

WARRANTY DETAILS / DURATION

7 LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Provider's total liability arising out of or relating to this Agreement will not exceed the total fees paid under it, and neither party will be liable for indirect, incidental, special, or consequential damages. Each party agrees to indemnify and hold the other harmless from third-party claims arising from its own negligence, willful misconduct, or breach of this Agreement.

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)