

# **Sale of Goods Agreement**

This Agreement for the Sale of Goods ("Agreement") made and effective this \_\_\_\_\_ (Date), by and between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller").

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain tangible personal property.

Therefore, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

## **1. Sale.**

Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase the following tangible personal property (the "Goods"): (List here or in an attachment).

## **2. Price.**

Buyer shall pay Seller for the Goods \$\_\_\_\_\_. Buyer shall make payment of the full purchase price by 10 days following delivery of the Goods by Seller as provided herein, subject to Buyer's right of inspection as set forth in Section 4 below. In the event that the purchase price is not timely paid, in addition to its other remedies, Seller may impose, and Buyer shall pay, a late payment charge equal to two percent (2%) of the overdue balance amount each month.

## **3. Shipping.**

Buyer shall purchase goods FOB Seller's location and be responsible for all expenses associated with shipping. The risk of loss from any casualty to the Goods, regardless of the cause, shall be upon Buyer upon the delivery of the Goods to Buyer's shipper as set forth herein. When practicable, Seller will follow Buyer's requested shipping instructions. If none are requested, Seller will use its discretion in selecting an appropriate transportation method.

## **4. Right of Inspection.**

Buyer shall have the right to inspect the goods on arrival at Buyer's facility. Within 3 days after delivery, Buyer must give notice to Seller of any claim with respect to the condition, quality or grade of the Goods or non-conformance to this Agreement, specifying the basis of the claim in detail by fax or recognized overnight delivery service such as FedEx. Seller may, at its option inspect the Goods at Buyer's facilities to confirm that the Goods do not conform. Failure of Buyer to comply with these conditions within the time set forth herein shall constitute irrevocable acceptance of the Goods by Buyer. In the event the Goods do not conform to this Agreement, Buyer's sole remedy and Seller's sole obligation shall be at Seller's option to replace the Goods at Seller's expense or credit Buyer the amount of the purchase price for the non-conforming goods. Return shipping expensive in this case shall be the sole responsibility of Seller.

## **5. Identification of Goods.**

Identification of the Goods must be made here or in an attachment.

## **6. Goods Sold in "As is" Condition**

Goods are sold in an "As is" condition. The Seller makes no warranties of any kind to the Buyer. This clause shall be broadly interpreted in favour of the Seller.

## **7. Transfer of Title.**

Transfer of title and full ownership rights in the Goods shall not pass to Buyer until Buyer has paid in full the purchase price to Seller including any late fees, if applicable, as described in Section 2., Price, above.

## **8. Limitation of Liability**

In no event shall Seller be liable for any special, indirect, incidental or consequential damages arising out of or connected with this Agreement or the Goods, regardless of whether a claim is based on contract, tort, strict liability or otherwise, nor shall Buyer's damages exceed the amount of the purchase price of the Goods. This clause shall be broadly interpreted in favour of the Seller.

## **9. Taxes.**

Buyer shall pay or reimburse Seller as appropriate for any sales, use, excise or other tax imposed or levied with respect to the payment of the purchase price for the Goods or the conveyance of title in the Goods to Buyer by any recognized government authority, whether at the local, state, or federal level. In no event shall Buyer be responsible for any tax imposed upon Seller based upon Seller's income or for the privilege of doing business.

## **10. Notices.**

Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or recognized overnight delivery services such as FedEx.

If to Seller: \_\_\_\_\_.

If to Buyer: \_\_\_\_\_.

## **11. No Waiver.**

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

## **12. Entirety of Agreement.**

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that is not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

**13. Governing Law.**

This Agreement shall be construed and enforced according to the laws of the State of \_\_\_\_\_ and any dispute under this Agreement must be brought in this venue and no other.

**14. Headings in this Agreement**

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party and do not alter any terms of this Agreement.

**15. Severability.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

\_\_\_\_\_

**Buyer**

\_\_\_\_\_

**Seller**

\_\_\_\_\_

Date

## **Sale of Goods Agreement - Review List**

This review list is provided to inform you about the document in question and assist you in its preparation.

1. This agreement should be used only with tangible personal property. "Personal property" includes items such as furniture, supplies and other "goods". It does not include real estate or intangible property (e.g., copyrights, software and other intellectual property). This Agreement is not intended for regular inventory purchases. This kind of agreement is generally used for the occasional purchase of property such as desks, chairs, used computer equipment, and other such equipment.
2. Clearly this form may not be appropriate for complex, technical, or perishable items that often require more specification, especially as to expected performance.
3. From a negotiation standpoint, with occasional purchases, both parties are better off to pay upon delivery or shipment. Otherwise, controversy can linger and eat up a substantial amount of time, energy, and money.
4. Print two copies of the Agreement for the Sale of Goods, one for each party. Both parties should sign each copy so that each can have an original copy.