

Sales Agreement

This Sales Agreement ("Agreement") for the sale of goods is between _____ (the "Seller"), and _____ (the "Buyer").

The parties agree as follows:

1. **Sale of Goods.** The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller the goods set forth on Exhibit A (the "**Goods**") in the quantities and at the prices stated in Exhibit A. Unless otherwise stated in Exhibit A, the Buyer shall pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this agreement in addition to the prices set forth on Exhibit A.

2. **Invoices; Payment.** Unless otherwise stated in Exhibit A, payment for the Goods is due within 30 days of the date of the Seller's invoice, which date will not be before the date of the Seller's delivery of the Goods. The Buyer shall pay a delinquency charge of the lesser of _____% per month and (2) the highest rate allowed under applicable law on all overdue amounts until the amounts are paid.

3. **Delivery; Title; and Risk of Loss.** Unless otherwise stated in Exhibit A, the Seller shall deliver the Goods FOB the Seller's facility in _____, and title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.

4. **Disclaimer of Warranty; Due Diligence. The Goods are being sold "as is," and the Seller disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.** The Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Buyer has chosen to make and that the Seller has afforded the Buyer the opportunity for full and complete investigations, examinations, and inspections.

5. **Limitation of Liability. The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.**

6. **Limitation of Actions.** No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.

7. **Security Interest.** The Buyer hereby grants to the Seller a security interest in the Goods sold to the Buyer under this agreement and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The Buyer shall sign and deliver to the Seller any document to perfect this security interest that the Seller reasonably requests.

8. **Governing Law and Designation of Forum.** (a) The laws of the State of _____ (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

(b) A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of _____ sitting in _____ County. Each party to this agreement consents to the exclusive jurisdiction of the courts of the State of _____ sitting in _____ County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

9. **Unforeseen Circumstances.** The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

10. **Assignment; Delegation.** The Buyer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.

11. **Recovery of Expenses.** In any adversarial proceedings between the parties arising out of this agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.

12. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

13. **Amendments.** No amendment to this agreement will be effective unless it is in writing and signed by both parties.

14. **Effectiveness; Date.** This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

15. **Counterparts; Electronic Signatures.** This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.

Each party is signing this agreement on the date stated opposite that party's signature.

Buyer: _____

Name:

Date:

Seller: _____

Name:

Date: