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## MAKING BUSINESS CONTRACTS

### SAMPLE SALES CONTRACT

Although all contracts may—in fact *should*—vary in order accurately to reflect the intent of the parties in particular circumstances, the following sales contract is a sample of what such contracts may look like. It is intended to be a starting point and a guide to help you and your attorney create a contract that includes all of the terms relevant to your business interactions.

#### CONTRACT FOR THE SALE OF GOODS

Paragraph 1. \_\_\_\_\_, hereinafter referred to as Seller, and \_\_\_\_\_, hereinafter referred to as Buyer, hereby agree on this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, to the following terms.

##### **A. Identities of the Parties**

Paragraph 2. Seller, whose business address is \_\_\_\_\_, in the city of \_\_\_\_\_, state of \_\_\_\_\_, is in the business of \_\_\_\_\_. Buyer, whose business address is \_\_\_\_\_, in the city of \_\_\_\_\_, state of \_\_\_\_\_, is in the business of \_\_\_\_\_.

##### **B. Description of the Goods**

Paragraph 3. Seller agrees to transfer and deliver to Buyer, on or before \_\_\_\_\_ [date], the below-described goods:

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##### **C. Buyer's Rights and Obligations**

Paragraph 4. Buyer agrees to accept the goods and pay for them according to the terms further set out below.

Paragraph 5. Buyer agrees to pay for the goods:

In full upon receipt

In installments, as billed by Seller, and subject to the separate installment sale contract of \_\_\_\_\_ [date] between Seller and Buyer.

Half upon receipt, with the remainder due within 30 days of delivery.

Paragraph 6. Goods are deemed received by Buyer upon delivery to Buyer's address as set forth above.

Paragraph 7. Buyer has the right to examine the goods upon receipt and has \_\_\_\_ days in which to notify seller of any claim for damages based on the condition, grade, quality or quantity of the goods. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the goods.

**D. Seller's Obligations**

Paragraph 8. Until received by Buyer, all risk of loss to the above-described goods is borne by Seller.

Paragraph 9. Seller warrants that the goods are free from any and all security interests, liens, and encumbrances.

**E. Attestation**

Paragraph 10. Agreed to this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

By: \_\_\_\_\_ Official Title: \_\_\_\_\_

On behalf of \_\_\_\_\_, Seller

I certify that I am authorized to act and sign on behalf of Seller and that Seller is bound by my actions. \_\_\_\_\_ [initial]

By: \_\_\_\_\_ Official Title: \_\_\_\_\_

On behalf of \_\_\_\_\_, Buyer

I certify that I am authorized to act and sign on behalf of Buyer and that Buyer is bound by my actions. \_\_\_\_\_ [initial]

[NOTARY STAMP HERE]