**Purchase Agreement**

THIS SALE OF GOODS AGREEMENT ("Agreement") made and entered into this {Date}, by and between

whose principal address is hereinafter referred to as "Seller" and

, whose principal address is hereinafter referred to as "Buyer":

# HEREINAFTER AGREE:

Seller agrees to sell, transfer and deliver to buyer on or before , the following personal property: . Seller certiﬁes that the goods are free from any security interest, lien or encumbrance, title or claims.

# CONSIDERATION:

Buyer shall accept the goods and pay $ for the goods. Buyer shall make a downpayment in the amount of $ and the balance will be paid on or before .

# APPLICABLE TAXES:

The buyer shall be responsible for any applicable sales tax resulting from the purchase of the goods.

# DELIVERY:

Goods shall be deemed received by buyer when the goods are delivered to the buyer by shipment or delivery by seller.

# RISK OF LOSS:

The risk of loss from any casualty to the goods, regardless of the cause, shall be the responsibility of the seller until the goods have been shipped to the buyer.

# RIGHT OF INSPECTION:

Buyer shall have the right to inspect the goods upon delivery and, within business days after delivery, buyer must give notice to seller of any claim for damages based on the condition, quality or grade of the goods, and buyer must specify the basis of the claim in detail. The failure of the buyer to comply with these conditions of shall constitute irrevocable acceptance of the goods by the buyer.

# WARRANTY:

The seller will warrant the goods for . The goods will be warranted against any defect

which aﬀects the use of the goods.

# DISPUTE VENUE & GOVERNING LAW:

Any disputes resulting from this Agreement will be settled in mediation and if necessary arbitration governed by the State of .

# ASSIGNMENT:

This Agreement may not be assigned to any party without written notice to the Seller and written authorization approving the assignment to a third party. All parties will remain the same under the terms of this Agreement until a complete assignment has been approved.

# ENTIRE AGREEMENT & MODIFICATIONS

This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Buyer and supersedes all prior discussions and agreements whether written or oral between Seller and Buyer with respect to all other matters contained herein and constitutes the sole and entire agreement between Seller and Buyer with respect thereto. This Agreement may not be modiﬁed or amended unless such amendment is set forth in writing and executed by both Seller and Buyer with the formalities hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority:

Seller:

**Signature**

Sworn to before me this day of

**Notary Public**

Buyer:

**Signature**

Sworn to before me this day of

**Notary Public**