Date:

CONTRACT FOR SALE OF GOODS

SELLER	BUYER

This Contract is made between the Seller and the Buyer listed above. The Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer the goods described below:

QTY	ITEM #	DESCRIPTION	PRICE	TOTAL

1. TERM. This Contract shall begin on _____, 19_____, and end upon the last delivery, which shall be shipped, with or without requisition for the balance of goods then unshipped, by_____, 19_____, unless the parties agree otherwise. However, if as of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and sue for its damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including attorney fees.
2. DELIVERY. Buyer will give Seller _____ days of advance notice with regard to the quantity requested for delivery. Upon receipt of the request for delivery, Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be F.O.B._____. All goods shall conform to specifications, but Buyer may not reject any deliveries, but shall have the right to return any materially nonconforming goods for replacement by Seller, with costs of redelivery to be borne by Seller.
3. CHARGES. Seller shall invoice Buyer upon and for each shipment. Buyer shall pay all charges on terms of _____. Any late payment shall bear a late charge of _____%. Overdue invoices shall also bear interest at the rate of _____% per_____. If Seller undertakes collection or enforcement efforts, Buyer shall be liable for all costs thereof, including attorney fees. If Buyer is in arrears on any invoice, Seller may, on notice to Buyer, apply the deposit thereto and withhold further delivery until the deposit and all arrearages are brought current.
4. DEPOSIT. Upon signing this Contract, Buyer shall pay Seller a deposit of $_____ toward the total price as a precondition for Seller's performance, which deposit is to be credited to the last shipment.
5. WARRANTY. Seller warrants goods sold hereunder to be new and free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to replacement of goods or repair of defects or refund of the purchase price at Seller's sole option. No other warranty, express or implied, is made by Seller, and none shall be imputed or presumed.
6. TAXES. All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's responsibility except as limited by law.
7. FORCE MAJEURE. Seller may, without liability, delay performance or cancel this Contract on account of force majeure or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.
8. MISCELLANEOUS. This Contract is binding on all successors of the parties. This Contract contains the entire Agreement between the parties to which no modification shall be made except in writing signed by both parties. All provisions hereof are severable. This Contract is governed by _____law.

_____ _____

Seller Date Buyer Date