SALES AGREEMENT

This Sales Agreement (this "Agreement") is made on _____, 20____. It sets the terms on which the Seller will sell and deliver the goods described below and the Buyer will accept and pay for them.

Seller: _____, mailing address _____.

Buyer: _____, mailing address _____.

1. THE GOODS

The Seller agrees to sell, and the Buyer agrees to buy, the following goods (the "Goods"): _____.

Quantity: _____. Serial, VIN or lot numbers: _____. Condition (check one): [ ] new [ ] used.

2. PURCHASE PRICE AND PAYMENT

The Buyer will pay $_____ for the Goods (the "Purchase Price"). Sales tax (check one): [ ] the Buyer pays any sales tax in addition to the price; [ ] the price includes any sales tax; [ ] the Buyer is exempt and will give the Seller a resale or exemption certificate.

Deposit paid at signing: $_____, credited toward the Purchase Price. The Seller will refund the deposit within 10 days if it does not deliver conforming Goods or the Buyer rightfully rejects them.

The Buyer will pay the rest of the Purchase Price (check one): [ ] in full before delivery; [ ] in full at delivery; [ ] within 30 days after delivery; [ ] in installments of $_____, due every _____ starting on _____, with interest at ____% per year (leave blank for none). The Buyer may pay early without penalty. No interest or charge will exceed the highest amount the law allows.

If paying after delivery, [ ] the Buyer grants the Seller a purchase-money security interest in the Goods until the Purchase Price is paid in full, and authorizes the Seller to file a financing statement.

3. DELIVERY AND RISK OF LOSS

Delivery (check one): [ ] the Buyer picks up the Goods; [ ] the Seller delivers them in its own vehicle; [ ] the Seller ships them by carrier. Place: _____. Date: _____. Delivery or shipping costs are paid by [ ] the Seller [ ] the Buyer.

Risk of loss (who bears the cost if the Goods are lost or damaged by accident) stays with the Seller until the Buyer receives the Goods, unless the parties check here [ ] to have risk pass to the Buyer when the Seller hands the Goods to the carrier.

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4. INSPECTION, ACCEPTANCE AND TITLE

The Buyer may inspect the Goods at delivery and for _____ days afterward. The Buyer may reject Goods that do not conform to this Agreement by written notice within that period. The Seller may repair or replace rejected Goods within _____ days; otherwise the Buyer receives a refund for them. Goods not rejected in time are accepted.

Title passes to the Buyer at delivery. At delivery the Seller will give the Buyer a signed bill of sale on request.

5. WARRANTIES

The Seller warrants that it owns the Goods and has the right to sell them, free of any lien or claim held by anyone else.

Express warranty (optional): _____, lasting _____ after delivery.

[ ] DISCLAIMER OF IMPLIED WARRANTIES. IF CHECKED, EXCEPT FOR THE WARRANTY OF TITLE AND ANY EXPRESS WARRANTY ABOVE, THE SELLER SELLS THE GOODS "AS IS" AND "WITH ALL FAULTS" AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Note: some states limit as-is sales to consumers, and federal law does not allow a seller who gives a written warranty on a consumer product to disclaim implied warranties. Check your state's rules before you sign.

6. DEFAULT, FORCE MAJEURE AND DISPUTES

If either party fails to perform and does not correct the failure within 10 days after written notice, the other party may cancel and use the remedies the law provides. Neither party is responsible for delays caused by events beyond its reasonable control, other than a duty to pay money.

The laws of the State of _____ govern this Agreement. Any lawsuit about this Agreement will be brought in the courts serving _____ County.

7. GENERAL TERMS

This Agreement is the complete agreement between the parties about the sale of the Goods and can be changed only in a signed writing. If a court finds any part unenforceable, the rest stays in effect. This Agreement may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Seller

Signature: _____ Date: _____

Printed Name: _____

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Buyer

Signature: _____ Date: _____

Printed Name: _____

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