

# GOODS ONLY SALES AGREEMENT

This Sales Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [SELLER NAME], a Individual with an address of [SELLER ADDRESS] (the "Seller"), and [BUYER NAME], a Individual with an address of [BUYER ADDRESS] (the "Buyer"). Seller and Buyer are each a "Party" and together the "Parties."

## Recitals

WHEREAS, Seller is willing to sell, and Buyer wishes to purchase, the goods described below on the terms set forth herein;

WHEREAS, this Agreement is a contract for the sale of goods governed by Article 2 of the and, where applicable, such other federal and state laws as are identified herein;

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows.

## 1. Sale of Goods

Seller shall sell, transfer, and deliver to Buyer, and Buyer shall purchase and accept from Seller, the following goods (the "Goods"):

**Description of Goods.** [GOODS DESCRIPTION]

## 2. Purchase Price

The total purchase price for the Goods is \*\*\*\*\* () (the "Purchase Price"). The Parties acknowledge the sufficiency of this consideration.

**Taxes (exclusive).** The Purchase Price does **not** include sales, use, excise, or similar taxes. In addition to the Purchase Price, Buyer shall pay all such taxes applicable to the sale of the Goods, unless Buyer provides Seller, at or before delivery, with a tax exemption certificate acceptable to the applicable taxing authority.

## 3. Payment

**Single payment at delivery.** Buyer shall pay the full Purchase Price to Seller at the time and place the Goods are received by Buyer or, in the alternative, when Seller tenders to Buyer a document of title or registrable bill of sale. Title to the Goods shall pass upon Seller's receipt of payment in full.

**Payment methods.** Buyer may satisfy payment obligations by: Wire, Check.

## 4. Delivery

**Delivery address.** The Goods shall be delivered to Buyer at: [DELIVERY ADDRESS].

**Delivery date.** Seller shall deliver the Goods on or before .

**Shipping cost allocation.** Buyer shall bear all freight, shipping, insurance, and handling costs.

**Seller's right to cure (UCC §2-508).** If Buyer rejects any tender of Goods as non-conforming and the time for performance has not yet expired, Seller may, upon reasonable notice to Buyer, make a conforming delivery within the contract time. If the time for performance has expired, Seller may still have a reasonable further time to substitute a conforming tender if Seller had reasonable grounds to believe the original tender would be acceptable.

## 5. Risk of Loss and Title

**Destination contract (UCC §2-509(1)(b)).** Risk of loss or damage to the Goods shall pass to Buyer upon tender of delivery at the delivery address specified above. Seller bears the risk of loss during transit.

**Warranty of Title (UCC §2-312).** Seller warrants to Buyer that (a) the title conveyed is good and its transfer rightful, and (b) the Goods are delivered free of any security interest, lien, or encumbrance of which Buyer at the time of contracting has no knowledge. This warranty of title is separate from and is not disclaimed by any "as-is" warranty disclaimer elsewhere in this Agreement and may be disclaimed only by specific language or circumstances giving Buyer reason to know Seller does not claim title.

**Title.** Title to the Goods shall pass to Buyer upon the later of (a) delivery and actual receipt of the Goods by Buyer, or Seller's tender of a document of title or registrable bill of sale bearing any necessary endorsement.

**Insurance during credit period.** If any portion of the Purchase Price remains unpaid after risk of loss has passed to Buyer, Buyer shall, at its own expense, maintain insurance covering the Goods and protecting the interests of both Seller and Buyer, until the Purchase Price is paid in full.

## 6. Inspection, Rejection, and Claims Notice

**Inspection.** Buyer shall inspect the Goods at the time and place of delivery. Buyer has been given (or shall be given) the opportunity to inspect the Goods or to have them inspected by its authorized representatives.

**Rejection (UCC §2-602).** If the Goods or tender fail in any respect to conform to this Agreement, Buyer may, within the claims-notice period below, reject the whole, accept the whole, or accept any commercial unit and reject the rest, by giving Seller written notice specifying the non-conformity. Rejected Goods shall be held for Seller's instructions at Seller's expense.

**Revocation of acceptance (UCC §2-608).** Buyer may revoke acceptance of Goods whose non-conformity substantially impairs their value to Buyer if acceptance was reasonably induced either by the difficulty of discovery before acceptance or by Seller's assurances. Revocation must occur within a reasonable time after Buyer discovers or should have discovered the ground for it.

**Claims notice.** Buyer shall give Seller written notice of any claim of defect, shortage, or non-conformity within **10 days** after the date of delivery. Buyer's failure to give such notice within the foregoing period shall constitute an unqualified acceptance of the Goods and a waiver of all claims with respect thereto, except as otherwise required by non-waivable law. Any refund following a timely claim shall not include costs of delivery or installation/de-installation, which shall be borne by Buyer.

## 7. Warranty

**Limited express warranty.** Seller warrants that the Goods, upon delivery, (i) conform to the description in this Agreement, (ii) are free from defects in material and workmanship under normal use, and (iii) Seller has good and marketable title, free of liens and encumbrances. This express warranty shall remain in effect for **12 months** from the date of delivery. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION AND THE WARRANTY OF TITLE UNDER UCC §2-312, SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Manufacturer warranty pass-through.** The foregoing warranty provisions do not, in any way, affect the terms of any applicable warranty provided by the manufacturer of the Goods. Seller hereby assigns and passes through to Buyer all such manufacturer warranties, to the extent assignable.

## Limitation of Liability and Remedies

**Cap on liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE GOODS SHALL NOT EXCEED THE PURCHASE PRICE, PLUS ANY TRANSPORTATION CHARGES ACTUALLY PAID BY BUYER.

**Consequential damages excluded.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **This exclusion does not apply to personal injury in a consumer transaction, which is prima facie unconscionable under UCC §2-719(3).**

**Essential purpose.** If any exclusive or limited remedy fails of its essential purpose (UCC §2-719(2)), the limitation of consequential damages above shall nevertheless remain in force to the maximum extent

permitted by law.

**Cumulative remedies.** Except as expressly provided above, all remedies available to the Parties under this Agreement or at law are cumulative and may be exercised concurrently or separately.

### **Cancellation and Seller's Default**

**Seller's right to cancel.** Seller may cancel this Agreement upon written notice to Buyer if: (a) Buyer fails to pay any amount when due and fails to cure within ten (10) days of written notice; (b) Buyer becomes insolvent, makes an assignment for the benefit of creditors, or is the subject of a bankruptcy proceeding; or (c) Seller reasonably determines that its prospect of receiving payment or performance has become materially impaired (UCC §2-609).

**Buyer's right to cancel for Seller's default.** If Seller fails to deliver the Goods in the time and manner specified in this Agreement, Buyer may give Seller written notice of default; Seller shall have seven (7) days from receipt of such notice to cure (except that, where time is of the essence, no cure period is required and Buyer may terminate immediately). Failure to cure within the applicable period permits Buyer to terminate this Agreement by written notice, recover any amounts paid, and pursue other remedies available at law.

### **Force Majeure**

Neither Party shall be liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including acts of God, fires, floods, storms, earthquakes, pandemic or epidemic disease, public health emergencies, government action or order, acts of civil or military authority, war, terrorism, riot, civil unrest, cyberattack, data breach, power or telecommunications failure, labor disputes, transportation shortages, supply chain disruption, delays in receipt of materials, or shortages of labor or raw materials (each a "Force Majeure Event"). The affected Party shall give prompt written notice of the Force Majeure Event and shall use commercially reasonable efforts to resume performance. If a Force Majeure Event prevents Seller's delivery for more than thirty (30) days, either Party may terminate this Agreement by written notice, and Seller shall promptly refund any amounts paid by Buyer for undelivered Goods.

### **Representations and Warranties**

**Seller's representations.** Seller represents and warrants to Buyer that: (a) Seller has full right, power, and authority to enter into and perform this Agreement; (b) Seller is the lawful owner of the Goods and has good and marketable title, free of liens and encumbrances (except as expressly disclosed in writing) (UCC §2-312); and (c) Seller's performance of this Agreement does not violate any other agreement or applicable law.

**Buyer's representations.** Buyer represents and warrants to Seller that: (a) Buyer has full right, power, and authority to enter into and perform this Agreement; and (b) Buyer's performance does not violate any other agreement or applicable law.

**Survival.** All representations and warranties of the Parties contained in this Agreement shall survive the closing of this Agreement and delivery of the Goods.

## General Provisions

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], including the , without regard to its conflict-of-laws principles. All terms used in this Agreement shall have the same definition as set forth in the Uniform Commercial Code in effect in the State of [STATE] on the Effective Date, unless this Agreement specifies otherwise.

**Venue.** Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in [VENUE CITY FOR COURT OR ARBITRATION], [STATE], and the Parties irrevocably submit to the personal jurisdiction of such courts.

**Assignment.** Neither Party may assign this Agreement or delegate its performance without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties' respective successors and permitted assigns.

**Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by (a) personal delivery, (b) certified or registered mail, return receipt requested, (c) overnight courier with tracking, or (d) email to an address the recipient has designated in writing, with electronic confirmation of receipt (and no bounce-back within 24 hours). Notices are deemed given upon personal delivery, on the third business day after deposit in the mail, on the next business day after overnight courier deposit, or on the date sent by email if confirmation of delivery is received.

**Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior and contemporaneous agreements, negotiations, and understandings, whether written or oral.

**Amendment.** This Agreement may be amended only by a written instrument signed by both Parties.

**Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to render it valid and enforceable while preserving the Parties' original intent (blue-pencil reformation).

**Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every

provision.

**Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures transmitted by email, PDF, or electronic signature platform shall be deemed original signatures and fully binding under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001 et seq.) and the Uniform Electronic Transactions Act as adopted in [STATE] (or, in New York, the Electronic Signatures and Records Act).

**Binding Effect.** This Agreement inures to the benefit of and is binding upon the Parties and their respective successors, heirs, and permitted assigns.

## Signatures

The Parties have executed this Sales Agreement as of the Effective Date.

### Seller

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

### Buyer

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

## Transfer of Title and Goods-Only Sale

**Goods Only.** This Sales Agreement conveys title to tangible personal property ("Goods" as defined in U.C.C. §2-105) only. It does not include: services, intellectual property, real estate, receivables, or intangibles. Any accompanying services (installation, setup, warranty) are provided separately and are not part of this Goods-Only sale.

**Title Transfer (U.C.C. §2-401).** Title passes to Buyer upon physical delivery at the agreed location. Risk of loss transfers per U.C.C. §2-509(3) on tender of delivery (Seller-held) or on receipt (carrier-delivered).

**Goods Conformity.** Goods conform to specifications if they meet the quantity, quality, and description stated in Section 1. Buyer's rejection rights under U.C.C. §§2-601 through 2-605 apply: Buyer must

inspect within a reasonable time, notify Seller of non-conformity, and return defective Goods at Seller's expense.

**No Service Warranty Implied.** Because this is a goods-only sale, Seller makes no warranty regarding installation, maintenance, operator training, or ongoing service.