

Договор коммерческой купли-продажи (США)

COMMERCIAL SALE AGREEMENT

This Commercial Sale Agreement ("Agreement") is entered into as of [AGREEMENT DATE], by and between:

Seller: [SELLER FULL LEGAL NAME], a [SELLER STATE] [SELLER: corporation/LLC/individual], with its principal place of business at [SELLER ADDRESS] ("Seller");

and

Buyer: [BUYER FULL LEGAL NAME], a [BUYER STATE] [BUYER: corporation/LLC/individual], with its principal place of business at [BUYER ADDRESS] ("Buyer").

Seller and Buyer are collectively referred to herein as the "Parties."

1. SALE OF GOODS

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

Total Purchase Price: \$[TOTAL AMOUNT]

2. PAYMENT TERMS

2.1 Buyer shall pay the Total Purchase Price as follows: [full payment upon execution / installments / net 30 days from delivery].

2.2 Payment shall be made by [wire transfer / check / ACH] to the account designated by Seller in writing.

2.3 Any payment not received within [LATE PAYMENT DAYS] days of the due date shall accrue interest at the rate of [LATE PAYMENT INTEREST RATE]% per month.

3. DELIVERY

3.1 Seller shall deliver the Goods to [DELIVERY ADDRESS] on or before [DELIVERY DATE].

3.2 Risk of loss and title to the Goods shall pass to Buyer upon [delivery / shipment] in accordance with [FOB Destination / FOB Shipping Point] terms.

3.3 Seller shall provide Buyer with written notice of shipment within [SHIPMENT NOTICE DAYS] business days of dispatch.

4. INSPECTION AND ACCEPTANCE

4.1 Buyer shall inspect the Goods within [INSPECTION DAYS] business days of delivery ("Inspection Period").

4.2 If the Goods do not conform to the specifications set forth herein, Buyer shall notify Seller in writing within the Inspection Period.

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4.3 Failure to notify Seller within the Inspection Period shall constitute acceptance of the Goods.

5. WARRANTIES

5.1 Seller warrants that the Goods shall: (a) conform to the specifications described in Section 1; (b) be free from material defects in workmanship and materials; (c) be fit for their ordinary intended purpose.

5.2 THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. SELLER'S TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL PURCHASE PRICE PAID UNDER THIS AGREEMENT.

7. DISPUTE RESOLUTION

7.1 The Parties shall attempt to resolve any dispute through good faith negotiation.

7.2 If negotiation fails, any dispute shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

7.3 The arbitration shall take place in [CITY, STATE]. The arbitrator's decision shall be final and binding.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [GOVERNING LAW STATE], without regard to its conflict of laws principles. The Uniform Commercial Code as adopted in the State of [GOVERNING LAW STATE] shall apply to the sale of Goods hereunder.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements, whether oral or written.

10. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLER:

Signature: _____

Name: [SELLER SIGNATORY NAME]

Title: [SELLER SIGNATORY TITLE]

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Date: [SELLER SIGNATURE DATE]

BUYER:

Signature: _____

Name: [BUYER SIGNATORY NAME]

Title: [BUYER SIGNATORY TITLE]

Date: [BUYER SIGNATURE DATE]