ACME GLOBAL
company

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SALES AGREEMENT

1. Parties of the Agreement

This Sales Agreement (hereinafter shall be referred as "**Agreement**"), has been signed by and between the following parties on _____ :

_____ , organized under the _____ laws, residing at _____ _____ _____ _____ , (hereinafter known as the "**Buyer**");

- and -

_____ , organized under the _____ laws, residing at _____ , (hereinafter referred to as "**Seller**");

The Seller and the Buyer shall be hereinafter referred individually as "**Party**" and jointly as "**Parties**".

WHEREAS, the Buyer wishes to buy from the Seller the product(s) specified below and the Seller agrees to sell to Buyer the same for the amount of $_____ .
NOW, THEREFORE, for and inconsideration of the following premises, the parties agree under the terms and conditions stated below.

2. Effective Date of the Agreement

This Agreement shall enter into force upon the signature of the Parties ("**effective date**").

This Agreement has been concluded to supersede all kinds of verbal and written proposals, offers and acceptances and all other commercial correspondences, if any.

3. Product(s) Subject to Sale

The list of the products subject to sale is as follows. The Buyer hereby accepts and declares that the below mentioned prices are indicative and exclusively determined for this Agreement, thus shall not constitute a precedent for any other projects.

PRODUCT	QUANTITY	RRICE
	TOTAL PRICE	

4. Delivery of the Product(s)

The Products shall be delivered by the Seller to Buyer or to a third party ("Third Person") upon the submission of a written authorization of the Buyer regarding delivery, at the address of Buyer's address indicated in this Agreement.

The property of the product subject to this Sales Agreement, all kinds of loss and benefit regarding the product shall be transferred to the Buyer upon the delivery of the products(s).

The Buyer shall be responsible for performance of acceptance procedures duly and fulfill inspection and notification obligations at the stage of delivery. The acceptance of the product by a third person pursuant to an authorization by the Buyer shall not release the Buyer from his inspection and notification obligations.

5. Inspection and Acceptance

Payment for any goods under this contract shall not constitute acceptance. Buyer or the duly authorized representative will perform inspection and acceptance of products. Buyer reserves the right to inspect during the delivery and reject and refuse acceptance of goods which are not in accordance with the product requirements or deficient or faulty.

Products not accepted will be returned to Seller for full credit or replacement at Buyer's option and at Seller's risk and expense, including transportation charges both ways.

6. Price and Payment Conditions

The total price of the products is _____ excluding VAT. Total price includes packaging suitable for shipment and supervision for installation, excludes installation (electrical and mechanical). For the avoidance of doubt installation (electrical and mechanical) is not within the scope of the Agreement. All transportation, accommodation and food expenses of the technical staff at the stage of commissioning shall be borne by Seller.

The Buyer shall pay _____ which corresponds the _____ of the total price in _____ business days following the signature of this Agreement as down payment (advance payment) to the bank account of the Seller through any banking system.

The balance (remaining) shall be paid to the Seller by _____, not later than _____.

7. Mechanical Warranty

The scope of warrant liability for the product only includes manufacturing, workmanship and design faults.

The mechanical warranty period of the product is _____ and this period starts as of the acceptance of the product. In any case, the warranty period is maximum _____ as of the invoice date.

The Buyer hereby accepts, declares and undertakes that the warranty rights shall be valid only if the maintenance of the products during the warranty period shall be executed by the Seller and/or by the authorized technical service of the Seller.

8. Limitation of Liability

The provisions stipulated under this Agreement are the exclusive and sole rights that can be claimed by the Buyer. The Seller shall not be responsible for indirect losses such as loss of production, loss of profit, economical losses etc.

In case of delay in delivery by the Seller, the Buyer is entitled only to claim late delivery penalty which is _____% of the product weekly. The sum of late delivery penalty cannot exceed _____% of the Total Agreement Price. The Buyer accepts, declares and undertakes not to claim for any other demand by any means.

9. Termination

If any of the PARTIES fails to fulfill any of the obligations under this Agreement ("**The Defaulting Party**") except Force Majeure the non defaulting party is entitled to notify the Defaulting Party via notification to be served through Notary Public and demand the fulfillment of that obligation within _____ days' period (grace period). After receiving the notification, if the Defaulting Party shall not fulfill the obligation subject to the notification within the grace, the non-defaulting Party shall be entitled to terminate the Agreement unilaterally.

10. Force Majeure

Force Majeure under this Agreement means natural disaster, war, social events, terrorism, governmental precautions, fire, flood, hurricane, earthquake, strike or any other reason beyond the reasonable control of the Party. If a Party is exposed to force majeure, then the related Party shall inform the other Party immediately regarding the situation, if possible in writing. In case force majeure continues, the Parties shall not be responsible for their incapability of fulfilling their obligations. In case force majeure lasts more than _____ days, Parties shall set a mutual understanding through amicable negotiations regarding the continuation of the Agreement.

11. Miscellaneous

Assignment - This Agreement shall be binding between the Seller and the Buyer and any of the Parties are not entitled to assign and transfer their rights and obligations arising from this Agreement to third parties without prior written consent of the other Party.

Separability - If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to

be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.

Notifications - The addresses shown in the preamble of this Agreement shall be used for all the warnings and notices to be made under this Agreement. Otherwise, the notifications sent to these addresses shall be deemed duly delivered to them and to be effective as a valid notice.

Governing Law and Dispute Resolution - The formation, validity, performance and interpretation of this Agreement and of each Article and part hereof shall be governed by and construed in accordance with the laws of the State of _____.

IN WITNESS WHEREOF the Parties have executed this Agreement on _____.

Buyer Name   **Seller Name**
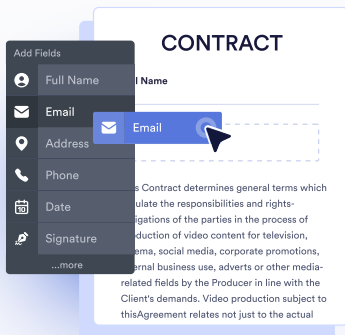

Date   **Date**

Buyer Signature   **Seller Signature**

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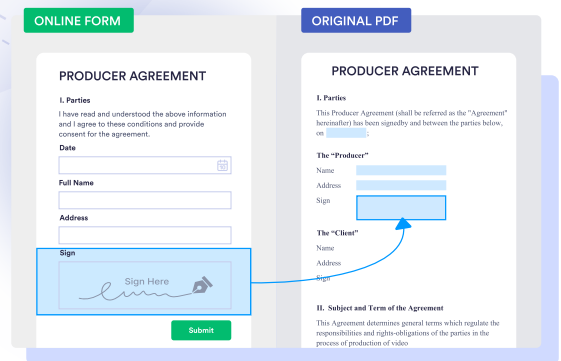
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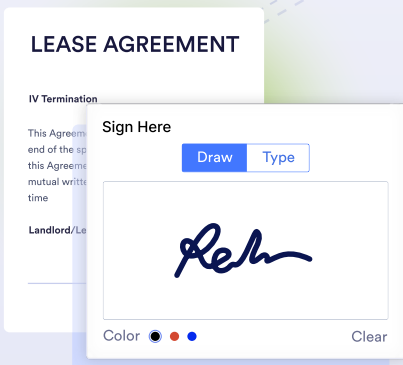Convert your PDF files into online forms that are easy to fill out on any device.

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