Contract for the Manufacture and Sales of Goods

Thisdocument is a Contract for The Manufactureand Sales of Goods (the “Sales Contract”) and is made on [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the “Seller”), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [BUYER NAME]** (the "Buyer"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

1. **DESCRIPTION OF MANUFACTURE AND SALE**

Seller agrees to manufacture and sell to buyer the following goods:

[DESCRIBE GOODS AND SET FORTH SPECIFICATIONS] (the “goods”).

1. **PAYMENT**

The Buyer agrees to pay for the goods as follows: [%] down within [NUMBER] days after execution of this agreement; [%] within [NUMBER] days after the Seller notifies the Buyer of the opportunity to inspect and the Seller’s intent to make delivery at expiration of [NUMBER] days from notice; and [%] upon delivery. If the Seller should regard its prospect of receiving the last payment insecure, it may demand payment prior to delivery.

1. **DELIVERY SCHEDULE**

The Seller shall commence to manufacture within [NUMBER] weeks following receipt of the Buyer’s initial deposit. Subject to the provisions of Section Five, the Seller will complete such manufacturing and make the goods available for inspection at the Seller’s plant not later than [DATE]. If the Buyer’s inspection discloses defects or adjustments, the Seller shall have a reasonable time to correct such defects and make such adjustments as are necessary. The Buyer shall then have an opportunity to make a final pre-shipment inspection. The Seller shall within [NUMBER] days of inspection cause the goods to be appropriately packaged and shipped to [ADDRESS], [CITY], [STATE/PROVINCE], or to such other destination specified by the Buyer. The Seller shall pay all expenses of packaging and preparations for shipment and the Buyer shall pay all costs of shipment, including insurance on both the Seller’s and the Buyer’s respective interests.

1. **EXCUSE FOR NONPERFORMANCE**

The Seller’s obligations under this agreement are accepted subject to strikes, labour troubles (including strikes or labour troubles affecting any suppliers of seller), floods, fires, acts of God, accidents, delays, shortage of cars, contingencies of transportation and other causes of like or different character beyond the control of the Seller. Impossibility of performance by reason of any legislative, executive or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement.

1. **WARRANTIES AND LIMITATIONS**

The Seller warrants that the goods shall be delivered free of the rightful claim of any third person by way of patent infringement, and if the Buyer receives notice of any claim of such infringement, it shall, within [NUMBER] days, notify the Seller of such claim. If the Buyer fails to forward such notice to the Seller, it shall be deem to have released the Seller from this warranty as to such claim.

THERE ARE NO WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

1. **ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. The Buyer agrees that it has not relied upon any representations of the Seller as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at [DESIGNATE PLACE OF EXECUTION] the day and year first above written.

SELLER BUYER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title