

LONG FORM SALES PAGE AGREEMENT

Seller: _____

Buyer: _____

1. Parties

This Sales Page Agreement ("Agreement") is entered into between the Seller and the Buyer identified above. Seller warrants that it is the lawful owner of the goods described herein and has the authority to sell such goods. Buyer agrees to purchase the goods according to the terms set forth in this Agreement.

2. Description of Goods

The goods subject to this Agreement include, but are not limited to, the following items: (a) detailed description of the product(s), including specifications, model numbers, components, and any accessories or attachments included with the sale.

3. Purchase Price and Payment Terms

The total purchase price for the goods shall be agreed upon by the Parties and shall be payable in USD unless otherwise specified. Payment shall be made by wire transfer, certified check, or other mutually agreed payment method. Buyer shall remit the full payment by the agreed payment date.

4. Delivery and Risk of Loss

Delivery of the goods shall be made at the location and according to the schedule agreed by the Parties. Risk of loss or damage to the goods shall pass to Buyer upon physical delivery of the goods at the designated delivery location.

5. Inspection and Acceptance

Buyer shall have the right to inspect the goods upon delivery and shall provide notice of any non-conformities or defects within a reasonable time frame. Failure to notify Seller within the agreed period shall constitute acceptance.

6. Warranties and Representations

Seller represents and warrants that the goods are free from liens and encumbrances, are in compliance with all applicable laws, and conform to the description as specified in this Agreement. Except as expressly stated, no other warranties are made, and all goods are sold 'AS IS, WHERE IS' without any implied warranties of merchantability or fitness for a particular purpose.

7. Limitation of Liability

In no event shall either Party be liable for indirect, incidental, consequential, punitive, or special damages arising out of or relating to this Agreement, even if advised of the possibility of such damages. Seller's total liability, if any, shall be limited to the purchase price paid by Buyer.

8. Indemnification

Buyer agrees to indemnify, defend, and hold harmless Seller and its agents from any claims, damages, losses, liabilities, costs, and expenses arising out of Buyer's use or possession of the goods after delivery.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

10. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved first through good faith negotiations between the Parties. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

11. Entire Agreement

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

12. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

13. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. Waiver

Failure or delay by either Party to enforce any right under this Agreement shall not be deemed a waiver of such right.

15. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same legal effect as original signatures.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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