

# PURCHASE ORDER AND AGREEMENT FORM

Purchase Order Number: \_\_\_\_\_

Order Date: \_\_\_\_\_  
**Buyer Information:** \_\_\_\_\_

Full Name: \_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_

Billing Address: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **Seller Information:**

Full Name or Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **Order Details:**

Item Description: \_\_\_\_\_

Quantity: \_\_\_\_\_ Unit Price (USD): \_\_\_\_\_

Total Price (USD): \_\_\_\_\_

## **Payment Terms:**

Payment Method: \_\_\_\_\_

Payment Schedule: \_\_\_\_\_

## **Shipping and Delivery:**

Delivery Method: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Estimated Delivery Timeframe: \_\_\_\_\_

## **Warranties and Representations:**

### **1. Product Condition:**

Seller warrants that the goods are free from defects in material and workmanship and conform to the specifications agreed upon.

### **2. Authority to Sell:**

Seller represents that it has full right and authority to sell the goods and that the goods are free from any liens or encumbrances.

### **3. Compliance:**

Seller assures that the goods comply with all applicable federal, state, and local laws and regulations.

**4. As-Is Sale:**

Except as expressly stated herein, the goods are sold AS IS, with no additional warranties, express or implied.

**Limitation of Liability:**

In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement, regardless of the theory of liability and even if advised of the possibility of such damages.

**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. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located within \_\_\_\_\_ County, \_\_\_\_\_.

**Notices:**

All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, sent by nationally recognized overnight courier, certified mail (return receipt requested), or by electronic mail with confirmation of transmission, to the addresses set forth herein or such other address as a party may designate by written notice.

**Entire Agreement and Amendments:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, oral or written. No amendment or modification of this Agreement shall be binding unless in writing and signed by both parties.

**Severability and Waivers:**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach or default shall constitute a waiver of any other or subsequent breach or default.

**Signature Blocks:**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER'S SIGNATURE**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

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