

BUSINESS TO BUSINESS PURCHASE AND SALE AGREEMENT

Place of Agreement: _____ Contract No.: _____

Seller Company Information:

Legal Company Name: _____

Business Address: _____

Tax ID/EIN: _____

Contact Person: _____

Phone / Email: _____

Buyer Company Information:

Legal Company Name: _____

Business Address: _____

Tax ID/EIN: _____

Contact Person: _____

Phone / Email: _____

Business Transaction Details:

Product / Service Description: _____

Quantity / Volume: _____

Unit Price: _____ USD

Total Purchase Price: _____ USD

Payment Terms and Schedule: _____

Delivery and Acceptance:

Delivery Location: _____

Delivery Method and Date: _____

Inspection and Acceptance Terms: _____

Warranties and Representations:

Seller represents and warrants that:

- The goods/services sold conform to agreed specifications and are free from defects in material and workmanship.
- Seller has full authority and legal right to enter into and perform this Agreement without violation of any other agreements.
- Seller has complied with all applicable laws, regulations, and standards relevant to the goods/services provided.
- The goods/services do not infringe on any intellectual property rights of third parties.
- All necessary approvals, licenses, and permits have been obtained and are valid.

Buyer Representations and Covenants:

- Buyer has authority and capacity to enter into this Agreement.
- Buyer will comply with all applicable laws and regulations related to the purchase and use of the goods/services.
- Buyer will pay all amounts due in accordance with the Payment Terms.

Limitation of Liability:

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable to the other for consequential, incidental, special, punitive, or indirect damages arising out of or related to this Agreement, regardless of the legal theory asserted and even if advised of the possibility thereof.

Confidentiality:

Both parties agree to keep confidential and not disclose to any third party any confidential information received from the other party in connection with this Agreement, except as required by law or with prior written consent. This obligation shall survive termination or expiration of this Agreement.

Term and Termination:

This Agreement shall commence upon execution by authorized representatives of both parties and shall continue until all obligations have been fulfilled or until terminated by either party for cause upon written notice specifying the breach and allowing a reasonable cure period.

Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, embargoes, governmental orders, or natural disasters.

Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of this Agreement, negligence, or willful misconduct.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. Any disputes arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts located in _____ County, _____. The parties hereby consent to personal jurisdiction and waive any objections to venue.

Entire Agreement and Amendments:

This Agreement, including all attachments and exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications. Any amendments or modifications must be in writing and signed by authorized representatives of both parties.

Severability:

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and such invalid provision shall be replaced by a valid provision that most nearly reflects the intent of the parties.

Waiver:

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing.

Notices:

All notices under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, certified mail (return receipt requested), or electronic means with confirmation, to the parties at their respective addresses set forth herein or as updated by written notice.

SELLER AUTHORIZED SIGNATURE

BUYER AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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