**CONTRACT FOR THE SALE OF GOODS**

This Contract for the Sale of Goods, referred to hereinafter as the “Contract”, is made effective on [SPECIFY THE EFFECTIVITY DATE], by and between:

[SPECIFY COMPANY NAME AS STATED IN THE ARTICLES OF INCORPORATION], a corporation registered, formed and existing under the laws of [SPECIFY THE STATE OR COUNTRY OF INCORPORATION], engaged in the business of [SPECIFY THE NATURE OF THE BUSINESS OF THE COMPANY], having its principal place of business at [SPECIFY THE COMPLETE ADDRESS AS STATED IN THE ARTICLES OF INCORPORATION], hereinafter referred to as the “Purchaser”.

AND

[SPECIFY COMPANY NAME AS STATED IN THE ARTICLES OF INCORPORATION], a corporation registered, formed and existing under the laws of [SPECIFY THE STATE OR COUNTRY OF INCORPORATION], engaged in the business of [SPECIFY THE NATURE OF THE BUSINESS OF THE COMPANY], having its principal place of business at [SPECIFY THE COMPLETE ADDRESS AS STATED IN THE ARTICLES OF INCORPORATION], hereinafter referred to as the “Seller”.

As parties to this Contract, the aforementioned companies shall hereinafter be referred to collectively as the “Parties”.

**WITNESSETH:**

1. The Seller, [COMPANY NAME], owns the list of goods included in Exhibit A of this Contract, referred to hereinafter as the “Goods” or “Purchased Goods”, currently locate at the Seller’s warehouse located at [SPECIFIC LOCATION].

2. For a valuable consideration, the Seller shall sell and deliver the Goods contemplated in this Contract to the Purchaser, and the Purchaser shall purchase and receive the same, subject to the terms and conditions set forth in this Contract.

NOW, THEREFORE, in view of the foregoing premises, the terms, conditions, representations, warranties, indemnities, covenants and consensus contained in this Contract, with the manifest intention to be legally bound hereto, the following has been agreed by the Parties:

**SALE AND PURCHASE OF THE GOODS**

Upon satisfaction by the Buyer of the Seller’s credit and other financial requirements, the Purchaser shall purchase and receive from the Seller, and the Seller shall convey through sale and deliver to the Purchaser the Goods, referred to hereinafter as the “Purchased Goods”, in accordance with the terms and conditions set forth in this Contract.

**PURCHASE PRICE AND PAYMENT**

The price of the Purchased Goods shall be, [INDICATE PRICE AND CURRENCY], referred to hereinafter as the “Purchase Price”. The Purchase Price shall be payable in cash to the Seller, nevertheless, the Purchaser may communicate its desire to pay the purchase price in installments, provided, that the Purchaser shall make such communication within [NUMBER OF DAYS] business days prior to the Effective Date of this Contract, subject to the approval of the Seller which must be reduced in writing.

Should the Parties elect to choose Installment payment as the mode of paying the purchase price, the Parties shall execute and Escrow Agreement with [NAME OF BANK], referred to hereinafter as the “Escrow Bank”, with the original copy of such agreement attached as Exhibit B herein. The Purchaser shall deposit with the Escrow Bank a down payment equivalent to [INDICATE PERCENTAGE] percent of the Purchase Price within [NUMBER OF DAYS] business days from the Effective Date of this Contract. The succeeding payments shall be deposited within [NUMBER OF DAYS] business days from the start of each month. The amounts deposited by the Purchaser with the Escrow Bank shall be funds which are to be available in real time. Failure of the Purchaser to deposit such payments within the time set forth above shall be a ground for the rescission of this Contract at the instance of the Seller. The payments made by the Purchaser held in Escrow shall be released to the Seller only upon delivery and receipt of the Purchased Goods to the Buyer.

**TERMINATION AND DEFAULT**

At the instance of any of the Parties, this Contract may be rescinded, cancelled, annulled, terminated or otherwise rendered without any force and effect, upon notice to the other party of such grounds constituting a material failure to comply with their respective obligations; or breach of any of the representations and warranties of the Parties made under this Contract, within [NUMBER OF DAYS] business days from receipt of notice, unless the Contract otherwise provides. In this respect, the failure of the Purchaser to purchase [INDICATE PERCENTAGE] percent of the total Goods shall constitute a material failure to comply with its obligation to purchase the said Goods.

**DELIVERY OF THE GOODS**

The Purchased Goods shall be delivered by the Seller at [COMPLETE ADDRESS] on or before [DATE]. It shall be the duty of the Seller to provide the Purchaser with clear copies of the bills of lading and other relevant shipping papers; and to instruct the Buyer of any hazard or safety procedures or cautions that the latter needs to exercise in the handling, loading, unloading, and transport of the Goods, thereafter, the Seller is released from any liabilities and responsibilities with respect to the delivery of the Goods.

**FORCE MAJEURE AND FORTUITOUS EVENTS**

In case any or both of the Parties are prevented from performing or complying, whether in whole or in part, with their respective obligations by reason of force majeure or any fortuitous events, no liability for such failure to perform its obligation under this Contract shall be imposed on the party. In effect, the performance of the obligation shall be suspended until the cessation of the force majeure or fortuitous event, as the case may be. Provided, that if the suspension shall last for more than [NUMBER OF DAYS] days, any of the Parties shall have the right to rescind or terminate the Contract upon notice to that effect to be given to the other party within [NUMBER OF DAYS] days from the time the suspension has reached the period of more than [NUMBER OF DAYS] days. In such case, the Parties shall effect the restitution of any partial deliveries made within [NUMBER OF DAYS] business days from the time such restitution can be reasonably made under the circumstances, and the respective fees that may be incurred by either parties shall be shouldered by them, respectively. Provided, further, that if only one of the Parties have delivered more than [INDICATE PERCENTAGE] percent of its obligation under this Contract, rescission or termination of the Contract shall take effect only at the instance of the said party and no right to rescind or terminate shall accrue to the other Party.

Notwithstanding the aforementioned premises, should an affiliate of the Parties be able to perform or comply with the obligation, the force majeure or fortuitous event, as the case may be, shall be considered as non-existent and will not prevent the said party to perform or comply with the obligation incumbent upon it.

**TAXES**

Unless otherwise provided for under this Contract, any taxes imposed respectively upon each of the Parties or upon them collectively arising out of or relating to the transactions or terms and conditions of this Contract, shall be paid accordingly in the following manner: (a) if pertaining exclusively to a party, such payment shall be exclusively by such party; and (b) if pertaining collectively to the Parties, such shall be paid by the collectively.

**REPRESENTATIONS AND WARRANTIES**

The following are the matters covered by the Seller’s warranties and representations:

1. The Seller, at the Effective Date of this Contract, has clean, good and lawful title to the Purchased Goods. The Purchased Goods at such time, is free from all liens and encumbrances of all kind.

2. That the Seller is formed, organized and duly existing as a de jure Corporation under the laws of [SPECIFY THE COUNTRY OR STATE WHERE THE ARTICLES OF INCORPORATION IS REGISTERED].

3. That the Seller and/or its representative/s is/are duly authorized in accordance with its articles of incorporation, corporate bylaws and board resolution, to execute, deliver and perform the terms and conditions of this Contract. The Seller has the full power and authority to carry out the obligations under this Contract; and to execute and consummate the necessary transactions to fulfill the said obligations. The Seller’s performance of its obligations under this Contract is under no restrictions or conditions whatsoever that could affect the carrying out of the said obligations.

4. There are no existing or pending suits or claims by third persons on the Purchased Goods known to the Seller or with reasonable diligence, could have been known to the Seller. Further, there are no judgments, orders, decrees, decisions, injunctive writs, awards, decrees or any other judicial processes rendered against the Purchased Goods.

5. Upon the execution, performance and delivery of this Contract, including the consummation of all transactions that would arise thereafter in relation to the said contract, the Securities and Exchange shall not and do not conflict with, contravene or violate, whether directly or indirectly, the articles of incorporation of the corporation, corporate bylaws, any law or rules and regulations of age Commission or other governmental agencies. It shall not expose the Purchaser to any legal proceeding upon the execution of this Contract nor shall it be contrary to any judgments, orders, resolutions, decrees, injunctions, attachments, garnishments and other writs or court processes. It shall not result in any encumbrance, whether on the Purchased Goods or other assets or properties of the Purchaser. It shall not give rise to a right by third persons to exercise any clauses contained in the contracts wherein the Seller is a party, which would terminate such contract at the instance of the other party, or shall give such party the right to exercise any acceleration or cancellation clause contained in the contract, if there are any, in which case the Seller’s ability to comply with its obligations under this Contract is substantially impaired, or if the resulting impairment is not substantial, nevertheless, would have precluded the Purchaser from giving its consent to enter into this Contract.

6. No insolvency, bankruptcy, dissolution, winding up or liquidation proceedings have been taken or authorized by the Seller at the date of the execution of this Contract, or [NUMBER OF YEARS] years prior to such date, provided, that the same has been finally abandoned or terminated. It further warrants that no such proceeding shall be initiated by the Seller within [NUMBER OF YEARS] from the Effective Date of this Contract.

The following are the matters covered by the Purchaser’s warranties and representations:

1. That the Purchaser is formed, organized and duly existing as a de jure Corporation under the laws of [SPECIFY THE COUNTRY OR STATE WHERE THE ARTICLES OF INCORPORATION IS REGISTERED].

2. That the Purchaser and/or its representative/s is/are duly authorized in accordance with its articles of incorporation, corporate bylaws and board resolution, to execute, deliver and perform the terms and conditions of this Contract. The Purchaser has the full power and authority to carry out the obligations under this Contract; and to execute and consummate the necessary transactions to fulfill the said obligations. The Parties performance of their respective obligations under this Contract is under no restrictions or conditions whatsoever that could affect the carrying out of the said obligations.

3. No insolvency, bankruptcy, dissolution, winding up or liquidation proceedings have been taken or authorized by the Purchaser at the date of the execution of this Contract, or [NUMBER OF YEARS] years prior to such date provided that the same has been finally abandoned or terminated. It further warrants that no such proceeding shall be initiated by the Purchaser within [NUMBER OF YEARS] from the Effective Date of this Agreement. In addition, the Purchaser warrants its solvency to pay to the Seller any sum due to it in relation to this Contract.

4. Should the Purchaser elect to pay the Purchase Price by check, the Purchaser warrants that the check is funded and the same is sufficient to pay the Purchase Price or any amount due to the Seller, if so included or covered by the check payment.

5. Upon the execution, performance and delivery of this Contract, including the consummation of all transactions that would arise thereafter in relation to the said contract, the same shall not and do not conflict with, contravene or violate, whether directly or indirectly, the articles of incorporation of the Corporation, any law or rules and regulations of the Securities and Exchange Commission or other governmental agencies. It shall not expose the Seller to any legal proceeding upon the execution of this proceeding nor shall it be contrary to any judgments, orders, resolutions, decrees, injunctions, attachments, garnishments and other writs or court processes. It shall not result in any encumbrance, whether on the claim over the purchase price or any other claim of the Seller to the Purchaser arising out of this Contract. It shall not give rise to a right by third persons to exercise any clauses contained in the contracts wherein the Purchaser is a party, which would terminate such contract at the instance of the other party, or shall give such party the right to exercise the acceleration or cancellation clause contained in the contract, if there are any, in which case the Purchaser’s ability to comply with its obligations under this Contract is substantially impaired, or if the resulting impairment is not substantial, nevertheless would have precluded the Seller from giving its consent to enter into this Contract.

**AMENDMENTS**

Any amendment to this Contract shall be reduced in writing which shall be contained in an amended or supplemental agreement, superseding or repealing therein any provisions which are inconsistent with the amendments or additional provisions made.

**SEVERABILITY**

If any of the terms and conditions of this Contract be rendered illegal, unenforceable, or invalid by any law or decision of a competent authority, the remaining provision, if they can stand alone, shall stand as valid, enforceable and legal with the same binding effect as though none of the provisions of this Contract has been severed.

**VENUE AND GOVERNING LAW.**

This Contract and all the contemplated transactions thereby shall be governed and interpreted by the internal laws of [SPECIFY THE STATE OR COUNTRY WHOSE LAWS SHALL GOVERN THE AGREEMENT]. All claims, actions or suits in relation to this Contract, including third party claims, shall be brought solely and to the exclusion of other courts, tribunal or body, on [SPECIFY THE COURT, TRIBUNAL OR BODY, INCLUDING THE COMPLETE ADDRESS OF SUCH COURT, and TRIBUNAL OR BODY]. By the execution of this Contract, the above premises considered, the above-mentioned court shall be the sole and exclusive venue to bring such claim, suit or action.

**MISCELLANEOUS**

This Contract embodies the entire agreement between the Parties, and all prior discussions, writings, negotiation, and understandings are consolidated in and are superseded, repealed and canceled by, this Contract. This Contract may not be altered, modified or amended unless a written consent of the Parties be first had. This Contract does not confer any remedies or rights, as may be provided herein, to any third party, be it a natural or juridical person or entity, including their successors in interests or permitted assignees. This instrument may be signed by the Parties electronically with the same effect as if their signatures were fixed personally by them in a conventional manner. This Contract may be signed in as many copies as may be desired by the Parties at the date of execution, and the same copies will have the same binding effect with all other copies. In the interpretation of the terms and clauses of this Contract, with due regard to the agreed governing law and court jurisdiction shall be given such interpretation, having in mind that the terms, words, phrases and captions herein are used or included are for the convenience and reference of the Parties, and shall be disregarded in case the circumstances would warrant. Should any of the date herein referred falls on a day not a business day or on a legal holiday, the next working day shall be considered for the purposes of this Contract. Any attachments in the form of annexes, schedules or exhibits shall form part of this Contract and reference thereto shall duly be made if such is necessary.

IN WITNESS WHEREOF, on the date hereunder set forth as the Effective Date of this Contract, the Parties, through their duly authorized representatives, upon affixing their respective signatures, have caused the execution of this Contract.

[COMPANY NAME]

Name of representative:

Signature:

Date:

[COMPANY NAME]

Name of representative:

Signature:

Date: