

# BASIC SIMPLE PURCHASE AGREEMENT

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

## PARTIES

This Purchase Agreement (the "Agreement") is entered into by and between the undersigned Seller and Buyer for the purchase and sale of the described goods. Seller and Buyer may be referred to collectively as the "Parties."

### 1. Description of Goods

Seller agrees to sell, and Buyer agrees to purchase, the following goods (the "Goods"): Description:

\_\_\_\_\_ Quantity: \_\_\_\_\_

Condition: \_\_\_\_\_

### 2. Purchase Price and Payment

The total purchase price for the Goods shall be \$\_\_\_\_\_. Buyer shall pay the purchase price as follows: (a) Deposit (if any): \$\_\_\_\_\_ (b) Balance due: \$\_\_\_\_\_ upon delivery or as otherwise agreed. Payment shall be made by cash, check, wire transfer, or other mutually agreed method.

### 3. Delivery

Seller shall deliver the Goods to Buyer at the following location: \_\_\_\_\_. Delivery shall occur on or before \_\_\_\_\_. Risk of loss shall pass to Buyer upon delivery.

### 4. Condition of Goods

Goods are sold "AS IS," with all faults, and without warranties of any kind, express or implied, except as stated herein. Buyer acknowledges having had the opportunity to inspect the Goods and accepts them in their current condition.

### 5. Title and Risk of Loss

Title to the Goods shall pass from Seller to Buyer upon full payment and delivery. Risk of loss shall transfer to Buyer upon delivery.

### 6. Default

If Buyer fails to pay as agreed, Seller may cancel this Agreement and retain any deposit as liquidated damages. If Seller fails to deliver, Buyer may cancel this Agreement and recover any deposit paid.

### 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_, without regard to its conflict of law principles.

### 8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

**9. Amendments**

Any amendment or modification of this Agreement shall be in writing and signed by both Parties.

**10. Severability**

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

**SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Basic Simple Purchase Agreement as of the date first above written.

**SELLER**

**BUYER**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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