**BUSINESS CONTRACT**

This Business Contract is entered into as of **[DATE OF CONTRACT]** (the “Contract”) between [**BUSINESS NAME]** (“Business”) and **[CLIENT NAME]** (“Client”), having an address of **[CLIENT ADDRESS]** (together, “Parties”) and sets forth the agreement between the Parties relating to the following terms and defined in this Contract.

1. Transaction Details. The Business agrees to sell and the Client agrees to purchase, the following products (the “Product”) in accordance of the terms and conditions of this Contract.
   1. Definition of the Product. The Business shall provide **[DETAILED DESCRIPTION OF PRODUCTS].**
2. Product Standards. The Products shall comply with the Business’ standards, quotation and expectations as provided to Client.
3. Risk of Loss. Client shall pay reasonable shipping or delivery costs in accordance with the Clients’ shipping instruction. The Business shall be responsible for packaging, shipping, safe delivery, tracking and shall bear all risk of damage or loss until the Product is delivered to Client.
4. Payment Terms. In exchange for delivery of the Product by Business as specified in this Contract to Client, Client will pay to Business $\_\_\_\_.
   1. Business shall provide [no discounts to Client ***OR*** a discount to Client if total bill is paid within \_\_\_ days] for the Product.
   2. If any invoice is not paid within 7 days of the date when due, then there shall be a late fee of $\_\_\_\_ added to the invoice.
   3. In addition to any other remedy provided under applicable law, if Client fails to pay an overdue and outstanding balance for the Products delivered after 45 days, the Business may consider Client in material breach, terminate this Contract and pursue all methods to recoup any monies owed plus interest.
5. Delivery. Time is of the essence in performance of this Contract. The Business will arrange for delivery by the carrier specified by Client no later than **[DELIVERY DATE]**.
6. Warranty. Business warrants that the Products delivered shall be free of substantive defects in material and workmanship. Business shall in no event be liable for an incidental, special, or consequential damages of any nature, even if Client has not been advised of the possibility of such damages, unless known by Business.
7. Inspection. Client, upon receiving possession of the Products, shall have a reasonable opportunity to inspect the Products to determine if the Products conform to the requirements of this Contract. If Client, in good faith, determines that all or a portion of the Products are non-conforming, Client may return the Products to the Business at Client’s expense and must provide written explanation as to the reason for rejecting the Products. The Business will have **[NUMBER OF DAYS]** from the date of return of the Products to either issue a refund or replace the defective Products. Business shall be responsible for the return delivery costs to Client.
8. Cancellation. If the Client wishes to cancel this Contract, Client must provide written notice to Business along with a cancellation fee of $100.00 plus any incidental fees, taxes or costs incurred by Business.
9. Limitation of Remedies. If Business cannot fulfill its obligations under this Contract for reasons outside of its control, Business may locate and retain a replacement company at no additional cost to Client, or refund Client’s money in full. Business will not be responsible for any additional damages or compensation under these circumstances.
10. Resolution of Disputes. The Parties agree to not post any negative information about the other arising out of this Contract on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with an opportunity to resolve any issues between the parties amicably.
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
13. **Legal Fees.**In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
14. **Governing Law and Jurisdiction.**The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by **[STATE]** law.
15. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, as follows:

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| **CLIENT:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **[Signature]** | **BUSINESS:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **[Signature]** |