

## **PURCHASE ORDER TEMPLATE**

This Purchase Order ("Order") is made and entered into by and between the Buyer and the Seller as identified below. This Order serves as a formal request issued by the Buyer to the Seller, detailing the products, quantities, and agreed prices for goods or services. It establishes the Buyer's intentions to make a purchase under specified terms and conditions.

### **Buyer Information:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

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

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

### **Seller Information:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

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

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

### **Order Details:**

Product/Service Description: \_\_\_\_\_

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

Unit Price: \_\_\_\_\_

Total Price: \_\_\_\_\_

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

Delivery Location: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. DEFINITIONS

"Buyer" refers to the entity issuing this Purchase Order.

"Seller" refers to the entity receiving this Purchase Order.

"Goods" refers to the products or services described in this Order.

### 2. ACCEPTANCE

This Purchase Order constitutes an offer by the Buyer to purchase the Goods from the Seller under the terms and conditions stated herein. Acceptance of this Order by the Seller shall be deemed to occur upon the Seller's written acknowledgment of this Order or commencement of performance or delivery of the Goods.

### 3. PAYMENT TERMS

Payment shall be made by the Buyer to the Seller within thirty (30) days from the date of receipt of the Goods and a correct invoice, whichever is later. The Buyer reserves the right to withhold payment for Goods not conforming to the specifications.

### 4. DELIVERY

Time is of the essence in the performance of this Order. The Seller shall deliver the Goods to the Delivery Location by the Delivery Date specified above. Any delay in delivery shall be communicated to the Buyer immediately, and the Buyer reserves the right to cancel the Order without penalty if the delay is not acceptable.

## 5. INSPECTION AND ACCEPTANCE

The Buyer shall have the right to inspect the Goods upon delivery. Acceptance of the Goods shall not occur until the Buyer has had a reasonable opportunity to inspect and test the Goods. Non-conforming Goods may be rejected and returned at the Seller's expense.

## 6. WARRANTIES

The Seller warrants that the Goods shall be free from defects in material and workmanship and shall conform to the specifications set forth in this Order. The Seller further warrants that the Goods shall be fit for the Buyer's intended purpose and comply with all applicable laws and regulations.

## 7. DEFAULT AND REMEDIES

In the event of any default by the Seller, including failure to deliver the Goods on time or delivery of non-conforming Goods, the Buyer may, at its option, cancel this Order without liability and pursue any other remedies available at law or in equity, including but not limited to, cover, specific performance, and damages.

## 8. TERMINATION

The Buyer may terminate this Order for convenience, in whole or in part, at any time by providing written notice to the Seller. Upon termination, the Seller shall immediately cease all work and deliver to the Buyer any completed or partially completed Goods.

## 9. GOVERNING LAW AND JURISDICTION

This Order shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ . Any legal action or proceeding arising under this Order shall be brought exclusively in the courts located in \_\_\_\_\_ County, State of \_\_\_\_\_ .

## 10. SEVERABILITY

If any provision of this Order is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### 11. ENTIRE AGREEMENT

This Order constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications.

#### 12. NOTICES

Any notice required or permitted under this Order shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, or mailed by certified mail, return receipt requested, to the addresses specified above.

#### 13. AMENDMENTS

No amendment or modification of this Order shall be valid unless in writing and signed by both parties.

#### 14. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Order due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, or governmental action.

#### 15. INDEMNIFICATION

The Seller agrees to indemnify, defend, and hold harmless the Buyer from any claims, damages, or liabilities arising from the Seller's breach of this Order or any negligent or wrongful act or omission by the Seller.

#### SIGNATURES

Buyer:

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

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

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

Seller:

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

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

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

Witness:

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

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

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

Notary Public (if required):

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

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

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

Commission Expiration Date: \_\_\_\_\_

This Purchase Order is executed as of the date last signed below.