**Canada Sale of Goods Contract Template Guide**

Overview

You may prepare your own contract starting with the template below to fit your business needs and use it as the agreement you enter into with your customers.

How to Use the Contract Template

When you see Purple text delete the purple and input the information it requests.

The Red text lists options you need to select from to detail the agreement with your customer or provides optional text for you to include. Remove any clauses that are not relevant for your final agreement.

Tips

* Change all font colors back to “black.”
* If you are attaching this contract to a Square Invoice, you will have to save the finalized agreement in PDF format locally on your system.
* Once it is saved as a PDF file, you can attach the file to the Square Invoice to send to your customer using the “Add Attachment” button under “More Options” in the invoice.
* You should obtain your buyer’s initials in each designated space.
* You and your buyer should both sign and date the agreement.

Within the contract template, there is a section in the header prompting you for your business contact information. We **highly recommend** always including this information so that your customer can sign the document and return it to you since they are unable to re-upload the attachment back to the invoice for return.

Legal Disclaimer

Square is not a law firm, an attorney or a professional advisor in any industry. Square provides this template to individuals who choose to prepare their own contractual documents. Square services and related documents and materials provided by Square do not constitute legal advice and are for your private use. Square does not review the information you provide for legal accuracy or sufficiency. If you need legal advice as to specific contract terms or have questions regarding a term’s applicability or enforceability, you should consult with a licensed attorney.

**Your Business Name Here**

**Your Business/Contact Email Here**

**Your Business Phone Number Here**

Sale of Goods Agreement

This contract for the sale of goods is entered into as of enter contract date here, by and between Business Legal NAME HERE d/b/a NAME OF DOING BUSINESS AS (the “Seller”) address where conducting business from, and BUYER’S FULL NAME HERE (the “Buyer”).

The parties agree as follows:

1. **Sale of Goods:** Pursuant to the terms and conditions of this Agreement, the Seller agrees to transfer ownership and deliver possession to the Buyer, and the Buyer shall pay for and accept from the Seller, the “Goods” listed at such prices as agreed by the Parties in this Agreement.
	1. Description of Goods Sold: The Buyer is purchasing enter description of goods and quantity sold here from the Seller.
2. **Purchase Price:** As consideration for the sale of the goods, on enter date of sale or delivery date, the Buyer shall pay to the Seller the purchase price of $CAD Total Purchase Price (the “**Purchase Price**”). **Buyer Initial Here** \_\_\_\_\_\_\_\_\_
3. **Payment Terms**: Unless otherwise stated, payment for the Goods is due within number of days permitted for payment of the date of the Seller’s invoice. (Optional) The Buyer shall pay a late fee of late fee amount if payment for goods exceeds specified number of days permitted.
4. **Seller’s Representations:** The Seller hereby represents and warrants to the Buyer as follows:
	1. The Seller has full right, power, and authority to sell the Goods.
	2. (Optional) The Good will be sold as described and this sale is made “AS IS.”
5. **Delivery of Goods/Shipping:** The Seller shall deliver the goods per the terms listed below:
	1. Delivery Method: The Goods shall be delivered to the Buyer by specify the method of transportation that would be used and specify the manner in which the goods will be delivered (mail/postage, freight, etc.), including the name of the carrier, if any.
	2. Date of Delivery: The Goods shall be delivered to the Buyer on or within specify delivery date or expected delivery window here. **Buyer Initial Here** \_\_\_\_\_\_\_\_\_
	3. Location of Delivery: The Seller shall deliver the Goods to the location specified by the Buyer here: Buyer should provide delivery address here **Buyer Initial Here** \_\_\_\_\_\_\_\_\_
	4. Delivery Notice: (Optional) The Seller shall provide the Buyer with the shipment tracking information once it is available so that the Buyer can track the Goods in transit. The Seller will notify the Buyer of any delays that may affect the expected delivery date. **Buyer Initial Here** \_\_\_\_\_\_\_\_\_
	5. Risk of Loss: The Seller assumes responsibility for the Goods, and all risk of damage, loss, or delay of the Goods, until the Goods are delivered to or collected by the Buyer. Once the Goods have been delivered to or collected by the Buyer, the Buyer assumes all responsibility for and risk of damage to such Goods.
6. **Refund and Cancellation Policy:** Select which refund policy suits your business from the following: (a.) Refund/Cancellation (include what is applicable from section 6.1 & 6.2 and revise them to match your refund policy), (b.) Warranty. (include what is applicable from section 6.3 and revise it to match your warranty policy).
	1. No Refunds: (Optional) The Seller shall repair or replace any unit or product or part of such Goods that prove to be defective. The Buyer will be assumed to have accepted the Goods unconditionally unless a claim that a Good is defective is made within number of days buyer has to inspect delivered goods days from the date of delivery. **Buyer Initial Here** \_\_\_\_\_\_\_\_\_
	2. Refund Policy: Goods delivered not as described to the Client may be refunded for up to write eligible refund amount here $XX.XX for up to write number of days they have to refund here after service.
		1. Goods not as Described: Only goods delivered in the following condition will be considered not as described: Describe what kind of goods you are willing to refund your buyer for (e.g. damaged in transit, incorrect size, etc.). If you are willing to accept any returns or refunds, state that your customer can return any goods in exchange for the eligible refund amount. **Buyer Initial Here** \_\_\_\_\_\_\_\_\_
	3. Warranty Policy: No refunds will be provided for the Goods delivered as described in the contract. Goods delivered are warranted to be free from defects in materials or workmanship for specify your warranty time frame here from the date of delivery. This warranty does not apply to: specify warranty conditions you do not cover here (e.g. (i.) cosmetic damage (ii.) damage by service of another business) **Buyer Initial Here** \_\_\_\_\_\_\_\_\_
7. **Force Majeure:** The Seller and the Buyer shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay is caused by any reason beyond its control, including any act of God. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.
8. **Representations:**
	1. Authority to Sign: Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.
9. **General:**
	1. Modification(s): To change anything in this Contract, the Client and the Business must agree to the change in writing and sign a document showing their contract.
	2. Signatures: The Client and the Business must sign the document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as originals for all purposes.
10. **Term and Termination:** If one of the parties chooses to end the Agreement prior to product delivery, the Buyer is responsible for paying for all work and costs incurred up until that date.

The Parties hereto agree to the foregoing as evidenced by their signatures below.

Date\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Seller Name, Seller Buyer Name, Buyer