



SPICE ROUTE
FINANCE

Sales Contract Template

PARTIES

- This Sales Contract (hereinafter referred to as the “**Contract**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____, (hereinafter referred to as the “**Seller**”) and _____, with an address of _____, (hereinafter referred to as the “**Buyer**”) (collectively referred to as the “**Parties**”).
- WHEREAS, the Seller is engaged in the manufacture and selling of good/service; and
- WHEREAS, the Buyer wishes to purchase the good/service for their own benefit
- NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

GOODS AND PRICE

- The goods that the Seller is selling to the Customer are enlisted below with their quantities (hereinafter referred to as the “Goods”).

Good / Service	Quantity	Selling price per unit	Total Price
Good/Service 1	0	0	0
Good/Service 2	0	0	0
Good/Service 3	0	0	0

PRICE AND PAYMENTS

- Dependent on business model and pricing strategy

DELIVERY AND SHIPPING

- Dependent on business model and pricing strategy

WARRENTIES

- Except as expressly set forth in this Agreement, the Parties acknowledge and agree that the Goods are provided as is.
- Except for the express warranties set forth herein, neither party makes any representations or grants any warranties, express or implied, either in fact or by operation of law, by statute or otherwise, and each party specifically disclaims any other warranties, whether written or oral, or express or implied, including any warranty of quality, merchantability, or fitness for a particular use or purpose or any warranty as to the validity of any patents or the non-infringement of any intellectual property rights of third parties.

INSPECTION

- Hereby, the Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections that the Buyer has chosen to make and that the Seller has afforded the Buyer the opportunity for full and complete investigations, examinations, and inspections.

RISK OF LOSS AND TITLE

- Dependent on business model and pricing strategy

DELAY OR FAILURE TO PERFORM AND FORCE MAJEURE

- Under no circumstances will the Seller be held liable to the Buyer for any delay that may occur, non-delivery or an arising fault of this Agreement that may be due to any labour dispute, shortage in transportation, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside Seller's control. The Seller will notify the Customer immediately upon realisation that it will not be able to deliver the Goods as promised. Upon such notice, either Party may terminate this Agreement.

TERMINATION

- This Agreement may be terminated by either party or both Parties at any instant provided that the terminating party provides a written notice of termination 30 days in advance.

LIMITATION OF LIABILITY

- Under no circumstances will the Seller be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action).

GOVERNANCE OF LAW

- This Agreement shall be governed by and construed in accordance with the laws of Government of India.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- Accordingly, any amendments made by the Parties will be applied to this Agreement.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

SEVERABILITY

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

FORCE MAJEURE

- The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

Buyer

Name: _____
Signature: _____
Date: _____

Seller

Name: _____
Signature: _____
Date: _____

About Spice Route Finance

Spice Route Finance helps startups, early stage and growth stage companies create change that matters. We partner with our clients to identify and overcome the most critical challenges and deliver value by uncovering opportunities.

From leadership to execution, we help our clients to transform their organizations through our in-depth expertise in financial strategy, interim leadership, business strategy, and deal advisory. This means embedding excellence in financial decision making, analytics, and design into core processes and mindsets; building capabilities that help businesses thrive in the face of rapid disruption; and developing successful execution models to ensure that ideas translate into outcomes, quickly and sustainably.

This eBook has been compiled to help startups to give a flavor of why accounting and finance is important for all startups irrespective of size and segment.

If there is any area which you need any specific guidance or help please do not hesitate to reach out to the founder at sriram@spiceroutefinance.com