

Equipment Purchase Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Equipment Purchase Agreement

This Equipment Purchase Agreement (this "Agreement") is made on [Date of agreement] between [Seller's full legal business name] , a [Seller's entity type and state/country of formation, e.g. Delaware corporation] ("Seller"), and [Buyer's full legal business name] , a [Buyer's entity type and state/country of formation] ("Buyer"). Seller and Buyer are each a "Party" and together the "Parties".

Seller agrees to sell, deliver and install, and Buyer agrees to purchase, accept and pay for, the equipment described in the Equipment Schedule below (collectively, the "Equipment"), on the terms of this Agreement.

1. Equipment Schedule; Specifications

The Equipment covered by this Agreement is described in the following schedule, including make, model, key specifications and, where already assigned, serial number:

(a) Item 1: [Description — make and model] ; Specifications: [Key specifications, e.g. capacity, dimensions, power requirements, tolerances] ; Serial number: [Serial number, or write "to be recorded on delivery"] ; Quantity: [Quantity] ;

(b) Item 2: [Description, or write "N/A" if only one item] ; Specifications: [Key specifications, or "N/A"] ; Serial number: [Serial number, or "N/A"] ; Quantity: [Quantity, or "N/A"] ;

(c) Additional items, if any, are listed on an attached schedule incorporated into this Agreement by reference: ["None" or "See attached Schedule A"] ;

(d) Manufacturer: [Manufacturer name] . Where a serial number is not yet assigned at signing, the Parties shall record it in writing within [Period for recording a serial number after delivery, e.g. five (5) business days] of delivery, and the record becomes part of this schedule.

2. Purchase Price and Payment

The total purchase price for the Equipment is [Purchase price, in figures and currency] (the "Purchase Price"), exclusive of any sales, use, shipping or similar charge, which [State which Party is responsible for taxes and shipping charges] shall bear.

Buyer shall pay the Purchase Price in the following installments: a deposit of [Deposit amount or percentage] on signing this Agreement; [Delivery-milestone payment, e.g. "40% of the Purchase Price"] on delivery of the Equipment under the Delivery clause below; and the balance of [Balance amount or percentage] within

[Period to pay the balance after acceptance, e.g. ten (10) business days] of Buyer's acceptance of the Equipment under the Acceptance Testing clause below.

If Buyer rejects any item under the Acceptance Testing clause, Seller shall refund the amount Buyer has paid for that item, less any amount this Agreement expressly allows Seller to retain, within [Period to refund a rejected item, e.g. fifteen (15) business days] of the rejection.

3. Delivery

Seller shall deliver the Equipment to [Delivery location] on or before [Delivery date] (the "Delivery Date"), giving Buyer at least [Delivery notice period, e.g. five (5) business days] written notice of the actual delivery date.

Risk of loss of or damage to the Equipment passes from Seller to Buyer upon delivery to the location above, regardless of when title passes under the Title clause below. Unless the Parties agree otherwise in writing, Seller is responsible for arranging and paying for transportation to the delivery location, and Buyer is responsible for unloading, on-site handling and storage of the Equipment after delivery.

4. Installation

[Who installs the Equipment and what installation includes, e.g. uncrating, placement, utility connection, calibration] ,
to be completed on or before
[Installation date, or a stated period after delivery, e.g. "within ten (10) business days of delivery"] .

Before that date, Buyer shall prepare the installation site in accordance with Seller's specifications, including

[Site-readiness requirements, e.g. adequate space, power supply, ventilation, environmental conditions, and any required permits] ,
and shall ensure the site is accessible and safe for installation personnel. If the site is not ready through no fault of Seller, Seller may reschedule installation and charge Buyer any reasonable additional cost that causes, and the Acceptance Period below does not begin until installation is complete.

5. Acceptance Testing

After installation is complete, Buyer shall test the Equipment against the following procedure to confirm it performs in accordance with the specifications in the Equipment Schedule:

[Acceptance test procedure, e.g. run under normal operating load for a stated period and check stated performance criteria]

(the "Acceptance Test"), to be completed within

[Acceptance Period length, e.g. ten (10) business days] after installation is complete (the "Acceptance Period").

If the Equipment passes the Acceptance Test, or Buyer does not give Seller written notice of a failure before the Acceptance Period ends, Buyer is deemed to have accepted the Equipment as of the earlier of the date it passes the Acceptance Test or the end of the Acceptance Period.

If the Equipment fails the Acceptance Test, Buyer shall give Seller written notice describing the failure before the Acceptance Period ends. Seller then has [Cure period, e.g. ten (10) business days] to repair or adjust the Equipment at no cost to Buyer, after which Buyer shall retest it under the same procedure. If the Equipment fails a second time, Buyer may, as its sole remedies and at its option: (a) require Seller to replace the failing item with a conforming replacement at no additional cost, retesting the replacement under this clause; or (b) reject the failing item, in which case Seller shall remove it at Seller's expense and the refund in the Purchase Price and Payment clause above applies.

6. Manufacturer's Warranty Pass-Through; No Other Warranty

To the extent the Equipment's manufacturer offers a warranty, Seller assigns that warranty to Buyer effective as of Buyer's acceptance of the Equipment, and shall deliver to Buyer any warranty documentation, registration instructions and manufacturer contact details Buyer needs to make a claim directly against the manufacturer. At Buyer's request and expense, Seller shall reasonably cooperate with Buyer in pursuing a claim under that warranty, including by providing purchase records the manufacturer requires.

EXCEPT FOR THAT PASS-THROUGH AND SELLER'S TITLE REPRESENTATION BELOW, SELLER GIVES NO WARRANTY OF ANY KIND REGARDING THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Seller does not guarantee that the manufacturer's warranty remains in effect, covers any particular defect, or will be honored by the manufacturer, and Buyer's acceptance of this pass-through in place of a warranty from Seller is a material part of the Purchase Price agreed above.

7. Title

Title to each item of Equipment passes from Seller to Buyer upon Buyer's payment of the Purchase Price in full for that item. Until then, Seller retains a security interest in the unpaid Equipment to secure Buyer's payment obligations, and Buyer shall not sell, lease, encumber or remove the affected item from the delivery location without Seller's written consent. Seller represents that, as of delivery, it has good and marketable title to the Equipment and full right and authority to sell it, free of any lien or encumbrance other than the security interest this clause reserves.

This clause records the Parties' agreement to grant and accept that security interest; it does not itself perfect it against other creditors or a bankruptcy trustee. Perfecting a security interest — filing a financing statement, registering a lien, or the local equivalent — is a separate legal step, and how it is done depends on where the Equipment and the Parties are located. Take the appropriate filing or registration step required in your jurisdiction, or have a local lawyer confirm it, before relying on the security interest described here.

8. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Agreement is the entire agreement between the Parties about the purchase of the Equipment and replaces any earlier discussion, understanding or representation about it, whether written or oral. It may be amended only in writing signed by both Parties. Neither Party may assign this Agreement without the other's written consent, except that Seller may assign its right to receive payment. If any provision is held unenforceable, the rest continues in force. This Agreement is not binding until signed and dated by an authorized representative of each Party, and may be signed by electronic signature.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Seller

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Buyer

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____