

# NET 30 PAYMENT TERMS AGREEMENT

Parties: \_\_\_\_\_

## Seller Information:

Full Legal Name: \_\_\_\_\_

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

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

Phone/Email: \_\_\_\_\_

## Buyer Information:

Full Legal Name: \_\_\_\_\_

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

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

Phone/Email: \_\_\_\_\_

## Scope and Payment Terms:

Invoice Number: \_\_\_\_\_ (if applicable)

Total Amount Due: \_\_\_\_\_ USD

Payment Terms: Net 30 days from invoice date

Payment Method: \_\_\_\_\_

### 1. Agreement to Pay

Buyer agrees to pay the Total Amount Due to Seller in full within thirty (30) calendar days from the date of the invoice, unless otherwise agreed in writing by both parties.

### 2. Late Payment

If Buyer fails to make any payment under this Agreement within the stipulated time frame, Buyer shall be considered in default and shall be liable for a late payment fee equal to one and one-half percent (1.5%) per month on the outstanding balance, or the maximum permitted by law, whichever is less.

### 3. Delivery of Goods or Services

Seller agrees to deliver the goods or perform the services described in the attached invoice or statement of work in a timely and professional manner in accordance with industry standards.

### 4. Disputes and Adjustments

Buyer shall notify Seller in writing of any disputed charges or discrepancies within ten (10) business days from the invoice date. Both parties agree to negotiate in good faith to resolve any disputes promptly.

### 5. Taxes and Other Charges

All applicable taxes, fees, or governmental charges arising from this transaction shall be borne by the Buyer unless otherwise specified.

### 6. Warranties and Representations

Seller represents that all goods delivered or services rendered pursuant to this Agreement conform to the specifications

and are free from defects in material and workmanship for a period as stated in the invoice or applicable warranty documentation.

#### **7. Risk of Loss**

Risk of loss or damage to goods shall pass to Buyer upon delivery to the specified location or carrier, as agreed upon in the contract documents.

#### **8. Termination**

Either party may terminate this Agreement upon material breach by the other party if such breach remains uncured for a period of fifteen (15) days following written notice thereof.

#### **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State where Seller is located, without regard to conflict-of-law principles.

#### **10. Entire Agreement**

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

#### **11. Amendments**

Any amendment or modification of this Agreement must be in writing and signed by both parties.

#### **12. Severability**

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

#### **13. Waiver**

No waiver of any breach or default hereunder shall constitute a waiver of any subsequent breach or default.

#### **14. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered via hand, certified mail, overnight courier, or electronic means with confirmation.

#### **15. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

#### **16. Force Majeure**

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, governmental actions, or natural disasters.

#### **17. Confidentiality**

Both parties agree to keep the terms of this Agreement and any proprietary information confidential and not disclose to any third party except as required by law or with prior written consent.

#### **18. Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

#### **19. Remedies**

All remedies herein are cumulative and in addition to any other remedies available at law or equity.

**20. Headings**

Headings are for convenience only and shall not affect the interpretation of this Agreement.

**SELLER'S AUTHORIZED SIGNATURE**

**BUYER'S AUTHORIZED SIGNATURE**

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

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

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