

Liquidated Damages Agreement

This agreement is an integral part of purchase order number _____
issued on _____ (date) by _____
(hereafter, "Buyer") to and accepted by _____
_____ (hereafter "Seller").

1. Seller acknowledges receipt of \$_____ from Buyer as a deposit.
2. Both Buyer and Seller ("the Parties") agree that delayed receipt of purchased equipment will result in loss of revenue to Buyer.
3. Parties further agree that the loss to Buyer will be approximately \$_____ per day in lost revenue.
4. Both Parties specifically agree that \$_____ per day shall be the total liquidated damages due to the Buyer should Seller not perform on its promise of delivery.
5. Buyer agrees that these liquidated damages shall be its sole recourse in the event of delayed shipment of good.
6. Parties agree that maximum liquidated damages shall not exceed the amount of the deposit noted above.
7. Parties agree that the scheduled delivery date for purchased equipment to be on or before _____.
8. Parties agree to a grace period of up to three days for shipping delays beyond the control of the Seller, i.e, delays which occur after freight is loaded.

(insert name) for the Seller

(insert name) for the Buyer