

SALE OF GOODS AGREEMENT

This Agreement is made on _____ between:

(1) _____, of _____ (the "Seller"); and

(2) _____, of _____ (the "Buyer").

1. Goods

The Seller agrees to sell and the Buyer agrees to buy the following goods (the "Goods"): _____ (description, quantity, model or serial numbers, and quality or specification).

2. Price

The price of the Goods is _____ (in words: _____), which includes / excludes delivery, packing and any applicable sales tax, VAT or GST.

3. Payment

The Buyer shall pay the price as follows: _____ (for example: _____ on signing and the balance on delivery), by _____.

4. Delivery

The Seller shall deliver the Goods to _____ on or before _____. The cost of delivery is paid by the _____. The Buyer shall inspect the Goods on delivery and tell the Seller in writing within _____ days of any shortage, damage or defect that inspection shows.

5. Ownership and Risk

Risk of loss or damage passes to the Buyer on delivery. Ownership of the Goods passes to the Buyer only when the Seller has received the price in full.

6. Seller's Warranties

The Seller warrants that: (a) it owns the Goods and has the right to sell them, free of any charge or claim; (b) the Goods match their description and any sample shown; and (c) the Goods are of satisfactory quality and fit for their ordinary purpose. (For used goods sold as seen, replace (c) with: the Goods are sold in their present condition, which the Buyer has inspected.)

7. Faulty Goods

If the Goods do not meet clause 6 and the Buyer gives notice within _____ days of delivery, the Seller shall at its choice repair or replace them or refund the price. This is in addition to any rights the law gives the Buyer that cannot be excluded.

8. Cancellation

If the Buyer does not pay, or the Seller does not deliver, within _____ days after the agreed date, the other party may cancel this Agreement by written notice, and any amount paid for Goods not delivered shall be refunded.

9. General

This Agreement is the whole agreement between the parties about the Goods and may be changed only in writing signed by both.

10. Governing Law

This Agreement is governed by the laws of _____, and the courts of _____ have jurisdiction over any dispute arising from it.

The Seller

Signature: _____

Name: _____

Date: _____

The Buyer

Signature: _____

Name: _____

Date: _____