

# BUY AND SELL AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **Seller's Details:**

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

Australian Business Number (ABN) / ID: \_\_\_\_\_

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

Contact (Phone/Email): \_\_\_\_\_

## **Buyer's Details:**

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

Australian Business Number (ABN) / ID: \_\_\_\_\_

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

Contact (Phone/Email): \_\_\_\_\_

## **Asset Description:**

Asset Type: \_\_\_\_\_

Make and Model: \_\_\_\_\_

Year of Manufacture: \_\_\_\_\_

Serial Number / Registration Number: \_\_\_\_\_

Condition (as disclosed): \_\_\_\_\_

## **Purchase Price and Payment Terms:**

Purchase Price (AUD): \_\_\_\_\_

Deposit Amount (if any): \_\_\_\_\_

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

## **Clause 1 – Agreement to Sell and Purchase**

Seller agrees to sell and Buyer agrees to purchase the asset described above on the terms set out in this Agreement. The asset shall be transferred free from all encumbrances, liens, and claims.

## **Clause 2 – Condition of Asset**

The asset is sold on an 'as is, where is' basis. Buyer acknowledges having inspected the asset and accepts the condition subject to disclosures made by the Seller in this Agreement.

## **Clause 3 – Title and Risk**

Title to and risk in the asset shall pass from Seller to Buyer upon full payment and delivery of the asset. Until such time, Seller shall maintain the asset in its current condition.

## **Clause 4 – Payment Terms**

Buyer shall pay the purchase price in full in Australian Dollars (AUD) according to the payment method and schedule specified. Any deposit paid shall be held as a deposit and applied to the purchase price at settlement.

**Clause 5 – Delivery**

Seller shall deliver the asset to Buyer at the agreed location. Costs and risks associated with delivery shall be borne by the Buyer unless otherwise agreed.

**Clause 6 – Warranties and Representations**

Seller warrants that it is the lawful owner of the asset with full right to sell, and that the asset is free from any undisclosed encumbrances. No further warranties are made beyond those expressly stated.

**Clause 7 – Default**

If Buyer defaults in payment or other obligations, Seller may terminate this Agreement and retain any deposit as liquidated damages. If Seller defaults, Buyer may seek specific performance or damages.

**Clause 8 – Governing Law and Jurisdiction**

This Agreement is governed by the laws of the Commonwealth of Australia and the applicable state or territory laws. The parties submit to the exclusive jurisdiction of courts in the relevant Australian state or territory.

**Clause 9 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements or representations.

**Clause 10 – Amendments**

Any amendments or variations to this Agreement must be made in writing and signed by both parties to be effective.

**Clause 11 – Notices**

Notices under this Agreement must be in writing and delivered by hand, post, or email to the addresses specified by the parties.

**Clause 12 – Severability**

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

**Clause 13 – Counterparts**

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

**Clause 14 – Confidentiality**

The parties agree to keep the terms and any confidential information received in the course of this Agreement confidential except as required by law.

**Clause 15 – GST**

Unless otherwise stated, all amounts payable under this Agreement are inclusive of Goods and Services Tax (GST) in accordance with Australian tax law.

**Clause 16 – Liability**

Neither party shall be liable for any consequential or indirect losses arising under this Agreement.

**Clause 17 – Dispute Resolution**

The parties agree to attempt to resolve any disputes arising under this Agreement by negotiation, failing which by mediation before resorting to litigation.

**Clause 18 – Assignment**

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

**Clause 19 – Force Majeure**

Neither party shall be liable for failure to perform obligations caused by events beyond their reasonable control.

**Clause 20 – Signatures**

This Agreement is signed by the parties as evidence of their acceptance of its terms and conditions.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

Original source of this document:

<https://legaltemplates-au.com/buy-sell-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://legaltemplates-au.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.