

# AUSTRALIAN DOMESTIC SALE AGREEMENT

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

## **Seller Information:**

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

Australian Business Number (ABN) / ID No.: \_\_\_\_\_

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

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

## **Buyer Information:**

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

Australian Business Number (ABN) / ID No.: \_\_\_\_\_

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

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

## **Goods Description:**

Item(s) Description: \_\_\_\_\_

Quantity: \_\_\_\_\_ Condition: \_\_\_\_\_

Serial Number / Identification: \_\_\_\_\_

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

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

Payment Method and Schedule: \_\_\_\_\_

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

The Seller agrees to sell and the Buyer agrees to purchase the goods described above on the terms set forth in this Agreement. Both parties warrant they have full authority to enter into this Agreement.

### **Clause 2 – Condition of Goods**

The goods are sold AS IS, WHERE IS, with all faults and defects, known or unknown, without any warranty except as expressly stated in this Agreement. The Buyer acknowledges having inspected the goods or having had opportunity to do so.

### **Clause 3 – Delivery and Risk**

Delivery of the goods shall occur at the agreed location. Risk in the goods passes to the Buyer upon delivery. The Seller shall ensure the goods are available and in the agreed condition at delivery.

### **Clause 4 – Payment**

The Buyer shall pay the Purchase Price to the Seller as specified in this Agreement. Time is of the essence with respect to payment. Failure to pay on time may result in termination and retention of any deposit by the Seller.

### **Clause 5 – Title and Ownership**

Title to the goods passes to the Buyer upon full payment of the Purchase Price and delivery of goods. The Seller

guarantees to have good title free from any encumbrances.

**Clause 6 – Warranties and Representations**

The Seller represents that the goods are free from undisclosed liens and that all information provided is accurate and complete to the best of Seller's knowledge. No other warranties are provided except those required by law.

**Clause 7 – Default and Termination**

In the event either party breaches this Agreement and fails to remedy the breach within fourteen (14) days of written notice, the non-breaching party may terminate this Agreement and pursue all legal remedies.

**Clause 8 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts located in the state or territory of Australia agreed upon herein.

**Clause 9 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any amendments must be in writing and signed by both parties.

**Clause 10 – Notices**

All notices under this Agreement shall be in writing and delivered personally, by post, or electronic means capable of confirming receipt to the addresses stated in this Agreement.

**Clause 11 – Privacy and Data Protection**

The parties agree to comply with all applicable privacy laws and regulations in handling any personal information obtained in connection with this Agreement.

**Clause 12 – Severability**

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

**Clause 13 – Waiver**

A waiver of any breach or default shall not constitute a waiver of any subsequent breach or default.

**Clause 14 – 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.

**Clause 15 – Definitions**

Where the context permits, words importing the singular include the plural and vice versa; references to persons include individuals and bodies corporate.

**Clause 16 – Force Majeure**

Neither party shall be liable for any failure or delay in performing obligations due to events beyond reasonable control including acts of God, war, terrorism, or government restrictions.

**Clause 17 – Dispute Resolution**

The parties agree to negotiate in good faith to resolve any disputes amicably before commencing legal proceedings.

**Clause 18 – Assignment**

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

**Clause 19 – Costs**

Each party shall bear its own legal and other costs incurred in the preparation, negotiation, and execution of this Agreement.

**Clause 20 – Signatures**

This Agreement shall be signed by duly authorised representatives of both parties to be effective and binding.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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

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

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

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

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