

SALES AGREEMENT

Location: _____ Date: _____

Seller Details:

Full Name: _____

Australian Business Number (ABN) or ID: _____

Address: _____

Contact (Phone/Email): _____

Buyer Details:

Full Name: _____

Australian Business Number (ABN) or ID: _____

Address: _____

Contact (Phone/Email): _____

Goods Description:

Description of Goods: _____

Quantity: _____ Unit Price (AUD): _____

Total Price (AUD): _____

Payment Terms:

Payment Method: _____

Deposit Amount (if any): _____ AUD

Balance Payment Terms: _____

Clause 1 – Agreement to Sell

The Seller agrees to sell and the Buyer agrees to purchase the goods described above on the terms and conditions set out in this Agreement, which constitute the entire agreement between the parties concerning the sale.

Clause 2 – Goods Condition

The goods are sold as seen, inspected, and accepted by the Buyer in their current condition. No warranties, whether express or implied (including fitness for purpose or merchantability), are made by the Seller except as expressly stated in this Agreement.

Clause 3 – Title and Risk

Title in the goods passes to the Buyer upon full payment of the Purchase Price. Risk of loss or damage passes to the Buyer upon delivery of the goods to the Buyer or the Buyer's agent.

Clause 4 – Delivery

Delivery will be made at the location agreed upon by the parties. The Seller will use reasonable efforts to deliver the goods on or before the agreed delivery date, however, time is not of the essence.

Clause 5 – Purchase Price and Payment

The total Purchase Price is as specified above. Payment shall be made in Australian Dollars according to the Payment Terms set out herein. Any deposit paid is non-refundable except as otherwise provided in this Agreement.

Clause 6 – Warranties and Representations

The Seller represents that it has the legal right to sell the goods, that the goods are free from any security interest or encumbrance, and that it will provide the Buyer with all necessary documentation to transfer ownership.

Clause 7 – Inspection

The Buyer has the right to inspect the goods prior to completion of the sale. Any defects or discrepancies must be notified to the Seller in writing within a reasonable period.

Clause 8 – Default

If the Buyer fails to pay the Purchase Price in accordance with this Agreement, the Seller may terminate the Agreement and retain any deposit as liquidated damages without prejudice to any other remedies.

Clause 9 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the state or territory where the goods are delivered.

Clause 10 – Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall be referred to mediation before any legal action is taken, and the parties agree to act in good faith to resolve disputes amicably.

Clause 11 – Entire Agreement

This Agreement contains the entire understanding between the parties regarding the sale of the goods and supersedes all prior negotiations and representations.

Clause 12 – Amendments

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

Clause 13 – Notices

Notices under this Agreement must be in writing and delivered by hand, post, or electronic means capable of confirmation of receipt to the addresses set out in this Agreement or as otherwise notified.

Clause 14 – Severability

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

Clause 15 – Counterparts

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

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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