

Sale agreement: trading or retail business

Date: [date]

Between:

The Buyer is: [name] of [address]

The Seller is: [name] of [address]

The Guarantor is: [name] of [address]

Contents

1. Definitions
 2. Corporate seller provisions
 3. Interpretation
 4. Entire agreement
 5. Buyer's acknowledgment of inspection
 6. Agreement for sale
 7. Transfer of Contracts
 8. The Price
 9. Items to be delivered at completion
 10. Completion
 11. Transferring Employees
 12. Stocks
 13. Debtors
 14. Creditors and liabilities
 15. Good and Services Tax (GST)
 16. Warranties by the Seller
 17. Limitation of Seller's liability
 18. Future activities
 19. The Guarantee
 20. Confidentiality
 21. Publicity / Announcements
 22. Damages not adequate
 23. Miscellaneous matters
-
- Schedule 1: Part 1: Freehold Property
- Schedule 1: Part 2: Leasehold Property
- Schedule 2: Assets
- Schedule 3: Excluded Assets
- Schedule 4: Warranties
- General
- Accounts
- Assets
- Trading and contracts
- Employees
- Statutory restrictions
- Litigation and regulation
- Freehold and leasehold Properties
- Intellectual Property
- Information technology ("IT")
- Schedule 5: Superannuation
- Schedule 6: Press release

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13.4. Unless the debtor shows a contrary intention when making payment,
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.....,
.....

13.5. The Seller may inspect the books of the Buyer for
[12]
.....
.....

14. Creditors and liabilities

14.1. The Seller shall immediately discharge all the debts of the
.....,
.....
.....

OR

14.2. The Seller shall remain liable for all claims by third parties in respect of
any [Products / Services] supplied by the Seller or any act or omission
of the Seller prior
.....,
.....
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.....
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.....

14.3. After today, the Buyer must discharge the outstanding obligations and
liabilities of the Seller under the Contracts, including
.....
..... [.....
/].
.....
.....

14.4. The Buyer shall not be liable for any breach of any contract by the
.....
.....,
.....
.....

16.3. The Warranties in this agreement are not [REDACTED]
[REDACTED]
[REDACTED].

OR

16.4. The Warranties in this agreement are not limited in monetary value, but no claim [REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED].

17. Limitation of Seller's liability

17.1. Except in the case of death or personal injury, the total liability of the Seller under [REDACTED], [REDACTED], [REDACTED]
[REDACTED] \$ [100 , 000]. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

17.2. This paragraph (and any other paragraph which excludes or restricts the [REDACTED]) [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED].

18. Future activities

In order to give the [REDACTED]
[REDACTED], [REDACTED]:

18.1. commence or continue any business or activity whatsoever [REDACTED]
[REDACTED] [3] [REDACTED]
[REDACTED].

18.2. within [three years] of today, promote or sell any product or service which competes with any [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

18.3. within [three years] of today, employ or provide work [REDACTED]
[REDACTED], [REDACTED].

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23.5. The rights and obligations of the
.....
.....

23.6. Any obligation in this agreement
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23.7. No failure or delay by any party to exercise any right,
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23.8. The parties agree that
.....

23.9. Any communication to be served on either party by
.....
..... -

It shall be deemed to have been delivered:

if delivered :
..... ;

if sent by post : 72
..... ;

if sent by e-mail to the address from which the receiving party
has last sent e-mail: within 24 hours
..... -
..... [.....
..... - ,
..... (.....
.....)].

23.10.
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23.11. ,
..... ,
.....

Signed by [Buyer name in full]

AND

Signed by [Guarantor name in full]

Signed by [personal name], duly authorised for the Buyer

Witness to signature:

Name:

Address

Signed by [personal name], the Guarantor

Witness to signature:

Name:

Address

Schedule 1 Part 2

Leasehold Property

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2. [.....]
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OR

5. \$ [.....] ,
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6. ,
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7.
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.....

OR

Witness to signature:

Name:

Address

Signed by [personal name], duly authorised for the Buyer

Witness to signature:

Name:

Address

Signed by [personal name], the Guarantor

Witness to signature:

Name:

Address

Schedule 2: Assets

[list assets]

Schedule 3: Excluded Assets

[list excluded assets]

Schedule 4 - Warranties

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General

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8.
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Accounts

Schedule5 - Superannuation

Schedule 6 - Press release

[Set down the text you have agreed.]

