### Sale of used plant and machinery

Date: [date]

The Buyer is: [name] = = = [ = = = ]

The Seller is:  $[name] \blacksquare \blacksquare \blacksquare [\blacksquare \blacksquare \blacksquare]$ 

#### **Contents**

- 1. Definitions
- 2. Warranties
- 3. Agreement for sale
- 4. The Price
- 5. Payment by letter of credit
- 6. Transportation
- 7. Risk and retention of title
- 8. Items to be delivered at completion
- 9. Miscellaneous matters

Schedule 1: The Plant

This agreement is dated: [date] The Buyer is: [ABC Limited], a company incorporated in Canada [under incorporation number [number] and] ■ ■ ■ ■ The Seller is: [DEF Limited], a company incorporated in Canada [under incorporation number [number] and] ■ ■ ■ ■ It is now agreed as follows: 1. **Definitions** So far as the context permits, the following words "Business" means the [type of business] business carried on by the Seller until today under the name and style ....[.......]........ -------"Incoterm" means latest version of pre-defined commercial \_\_\_\_\_2020 . "Plant" means all of the items listed in Schedule 1 as the subject matter of this ..., ..... ------------. "Price" means the price to be paid for the Business in this agreement. • • • • • • • • • • • • 4 . 2. **Warranties** The Seller warrants the following matters. 2.1. The Seller owns and possesses good title to all the Plant absolutely and ---------------------------------. 2.2. All the Plant is held free of charge, security, option,

	2.3.	There is no <b>***********************************</b>
	2.4.	The Plant is in
	2.5.	The Plant has been regularly and properly maintained.
3.	Agr	eement for sale
	3.1.	This agreement
	3.2.	Subject to the terms of this agreement,
	3.3.	Completion shall take place today,
	3.4.	The Seller has a continuing obligation to do what is $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
		••••
	3.5.	The Buyer shall not be obliged to
	3.6.	If any of the events proposed in this agreement do not take ■ ■ ■ ■ ■
4.	The	Price
	4.1.	The Price
	OR	
	4.2.	The Price for the

4.3.	The Price includes $\blacksquare$
4.4.	Prices are exclusive of import duty or any
4.5.	There shall be deducted from the •••••••••••••••••••••••••••••••••••
4.6.	The Price shall be paid as • • • \$ [ • • • • ], • • • • • • • • • • • • • •
OR	
4.7.	The Price shall be paid as to \$ [ • • • • ], • • • • • • • • • • • • • •
4.8.	[GST/HST]
	[list = = = = = = = = = = = / = = = = ].
OR	
4.9.	The Price • • • • • • • • • • • • [ • • • • / • • • •
4.10.	Payment of the Price shall
4.11.	All sums due under this agreement:
	4.11.1 shall be made in full, without any set-
	4.11.2 shall be made by the due date, failing which the Seller may charge
	[5]% •••••••
	4.11.3 shall be paid in <b>*** *** **** **** **** *** **** *** **** **** **** *** **** **** **** **</b>

OR

5.

	4.11.4 [specify method of payment and due date].
4.12.	payment, = = = = = = = = = = = = = = = = = = =
4.13.	Any sum due under this agreement not expressed in Canadian Dollars shall be converted
4.14.	Where credit has been agreed in writing between • • • • • • • • • • • • • • • • • •
Pay	ment by letter of credit
5.1.	Payment for ••••••••.
5.2.	The Buyer shall within [7] days of
5.3.	Each letter of credit must be confirmed, transferable, irrevocable,
5.3.	Each letter of credit must be confirmed, transferable, irrevocable, without recourse,
5.3.	Each letter of credit must be confirmed, transferable, irrevocable, without recourse,
<ul><li>5.3.</li><li>5.4.</li></ul>	Each letter of credit must be confirmed, transferable, irrevocable, without recourse,
	Each letter of credit must be confirmed, transferable, irrevocable, without recourse,
	Each letter of credit must be confirmed, transferable, irrevocable, without recourse,
5.4.	Each letter of credit must be confirmed, transferable, irrevocable, without recourse,
5.4.	Each letter of credit must be confirmed, transferable, irrevocable, without recourse,

# 6. Transportation

		any ways and alternative deals possible.
6.1.		lowing Incoterms • • • • • • • • • • • • • • • • • • •
	6.1.1	EXW [named ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ] ■ ■ ■ ® 2020 .
	6.1.2	FCA [named • • • • , • • • • • • • • ] • • • • ® 2020
	6.1.3	CPT [named • • • • , • • • • • • • • • • ] • • • •
	6.1.4	CIP [named • • • • , • • • • • • • • • ] • • • • ® 2020
	6.1.5	DPU [named = = = , = = = = = = ] = = = ® 2020
	6.1.6	DAP [named = = = , = = = = = = = ] = = = ® 2020
	6.1.7	DDP [named • • • • , • • • • • • • • • ] • • • • ® 2020
	6.1.8	FAS [named • • • • , • • • • • • • • • • • • • •
	6.1.9	FOB [named = = = , = = = = = = = ] = = = ® 2020
	6.1.10	· ••••[••••••••
	6.1.11	2020.  2020.  2020.

	6.2.	
	6.3.	,
7.	Ris	k and retention of title
	7.1.	
	OR	
	7.2.	
	OR	
	7.3.	-: -: 7.3.1
		7.3.2
	7.4.	,
	7.5.	
	7.6.	
	7.7.	

	7.8.	
	7.9.	
8.		ns to be delivered at completion
	8.1.	;
	8.2.	;
	8.3.	
	8.4.	;
	0.4.	;
	8.5.	
	8.6.	■■■. relevant instruction and training material;
	8.7.	
		■ ■ .

■ .

### 9. Miscellaneous matters

9.1.																									
	••																				. =	l <b>=</b>			
0.0																									
9.2.	••																								
9.3.							•	•		<b>.</b>				, ∎		•			 			ı <b>=</b>		<b>.</b>	
		<b>I</b>	• .																						
9.4.																									
	••																								
	••																								
	••																						J <b>=</b>		
0.5																									
9.5.	••																								
		 -		•	•																				
9.6.		 					•	•	<b>.</b>			•	•	•			•	•	_		<b>.</b> 1			•	
					-	-			•	- 1	•			•	- 1	-	•	•		• •	• •	-			•
	•																								
9.7.																									
	••				•																				
9.8.		 					•	•	<b>.</b>	<b>.</b>	 ı <b>=</b>	•	•	•	<b>.</b>	 · <b>=</b>	•	_		<b>.</b>	<b>.</b> [			_	
						-	-				 •				<b>.</b>	 -									
9.9.				•			•	•	<b>-</b>	- 1		_	_	-	- 1	 <b>.</b>	•	•	_	- 1				-	-
	••																								
										<b>.</b>					<b>.</b>					<b>.</b>			1 =		

It shall be deemed to have been delivered:

		■ ■ ;						
							 	:
		■ ■ 72 ■			■■■;			
								,
9.10.								
	••••							
	••••							
9.11.	••••							
	••••						 •••	••••
	•••••	••••		•				
9.12.							 	
	••••							
	••••							, ■ ■ ■
		••••					 •	
9.13.	••••						 	
	••••						 • • • •	
	••••		••••			•••.		
9.14.							 	
	••••						 • • • •	
	••••							
9.15.							 	
							 	■[■■
	]							
	••••						 	
	[	ı ■ ■ ].						

**Signed by** [personal name] on behalf of [named Seller] as its / his representative who personally accepts liability for the proper authorisation by [named Seller] to enter into this agreement.

**Signed by** [personal name] on behalf of [named Buyer] as its / his representative who personally accepts liability for the proper authorisation by [named named Buyer] to enter into this agreement.

#### **Schedule 1: The Plant**

# **Explanatory notes:**

### Sale of used plant and machinery

## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1.	Definitions
	You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
	By all means use the search/replace function in your word processor to change them. If you do change a defined term, <b>make sure it</b> • • • • • • • • • • • • • • • • • • •
	Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the •••••••••••••••••••••••••••••••••••
2.	Warranties
	This confirmation of the warranties is critical to the protection of the
3.	Agreement for sale
	This is the essence of the deal.
4.	The Price
	We have given you a menu of provisions from
5.	Payment by letter of credit
	Delete if not required.
6.	Transportation
	It is most unlikely that you will require more than one Incoterm. Choose ■ ■ ■

7.	Risk and retention of title
	This is another large menu from which you can select the terms that you
8.	Items to be delivered at completion
	It is easy and obvious for the buyer to take
9.	Miscellaneous matters
	A number of special points. We have identified each of these as important to
Sche	dule 1- The Plant
	The buyer should make sure

### **End of notes**