

## Sale agreement: manufacturing business

Date: [date]

Between:

The Buyer is: [name] ■ ■ ■ ■ [ ■ ■ ■ ■ ]

The Seller is: [name] ■ ■ ■ ■ [ ■ ■ ■ ■ ]

The Guarantor is: [name] ■ ■ ■ ■ [ ■ ■ ■ ■ ]

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Information technology ("IT")

Schedule 5: Pension scheme

Schedule 6: Press release















































**Signed by** [Seller name in full]

AND

**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

.....

[....., .....,  
.....]

1. ....  
.....  
.....

2. ..... [.....] .....  
.....  
.....  
.....  
.....

3. ....  
....., .....  
....., .....  
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4. ....  
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OR

5. ..... € [.....] .....  
.....  
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6. ...., .....  
.....  
.....  
....., .....  
....., ..... - .....  
..... - .....

7. ....  
....., .....  
.....

OR



**Signed by [personal name],** duly authorised for the Seller

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

[ .....  
.....,  
......]

### General

1. ....  
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2. ....,  
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3. ....,  
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4. ....,  
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5. ....  
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6. ....,  
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7. ....,  
..... - ..... ,  
..... .
8. ....  
.....  
..... [ ..... ] .....  
.....,  
..... .

### Accounts









..... ( ..... ) .....

32. .... ( 94 / 62 / ..... )  
.....

33. .... [ ..... ] ..... , .....  
3 . 2 ..... 3 ..... ( ..... )  
..... 1272 / 2008 ..... , .....  
.....

### Employees

34. The Disclosure Letter contains for each Employee:

34.1. an employment history;

34.2. a curriculum vitae;

34.3. terms of employment;

34.4. non-contractual matters and informal arrangements.

35. ....

36. .... - .....  
.....

37. .... [ ..... ] ..... , .....  
..... [ ..... %  
..... ] .

38. .... [ ..... ] .....  
.....

39. .... € [ ..... ] .....  
.....

40. The Seller is involved in no employment dispute.

41. .... , .....

.....  
.....

42. ...., ....., ..  
....., ..  
.....

43. ....  
.....

44. .... [ 50 ] ..  
.....

**Statutory restrictions**

45. ....  
....., ....., ..  
..... 2002 .

46. ....  
....., ..  
.....

47. ....  
.....  
.....

48. ....  
.....  
.....

**Litigation and regulation**

49. ....  
.....

50. ....  
.....

51. ....  
.....  
.....





69. [ ] , .

### Intellectual Property

70. , .

71. .

72. .

73. .

74. .

75. .

76. - .

### Information technology (“IT”)

77. :

77.1. the name;

77.2. name and contact information of registrant;

77.3. , ;

77.4. date to which the name is registered.







## **Schedule 5: Pension scheme**

## **Schedule 6: Press release**

*[Set down the text you have agreed.]*













..... ) ..  
.

The power to rescind is very strong. Usually, when a buyer has taken control of ..  
..... " " ..

**11. Employees transferred**

The law is quite complicated, but very simple, an employer may not sell or transfer any business organisation (“undertaking”) without also transferring the employees .....  
..... ( ..... ) ..  
..... 2003 . .. :

<http://www.irishstatutebook.ie/eli/2003/si/131/made/en/print>

**12. Stocks**

Stock can be anything, so the agreement is drawn in broad terms. In practice, there will be occasions when ten people employed by auditors will be needed to count the stocks and other occasions when .....  
.....  
..... , .....  
..... , .....  
.....

**13. Debtors**

The arrangement we have provided is the most common .....  
.....

**14. Creditors and liabilities**

We think this is a good arrangement but .....  
.....

**15. Value Added Tax (VAT)**

First, be sure to apply to be registered for VAT before this agreement is signed, so that .....  
.....  
.....

**16. Warranties by the Seller**

See later for full ..









.....  
..... “ .....  
..... ”. ...., ..... ( ..... ) .....  
.....  
.....

In that way, before he can sue you, the buyer has to .....  
....., .....  
.....  
.....  
..... :

“Where any warranty refers to the knowledge, information .....  
....., .....  
..... ”. ...., .....  
..... !

*Suppose the seller warrants:*

*“Neither the seller nor any of its shareholders ..... , .....  
..... , .....  
.....  
..... ”*

The reply to this .....  
.....

Now, finally, let us suppose the warranty had not been in the draft agreement at all.  
This is what would have happened: .....  
.....  
.....  
....., .....  
.....  
.....  
.....  
.....  
.....  
.....

You may find aspects of my illustration to be immoral. That may .....  
.....  
....., .....  
....., .....  
.....

**Warranties - seller’s tactics**

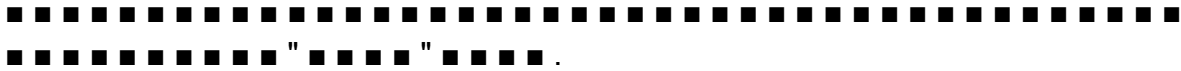












**Schedule 5 - Pension scheme**

Please provide the details of pension scheme and arrangements

**Schedule 6 - Press release**

Provide text or delete if not required

**End of notes**