

Sale agreement: manufacturing business

Date: [date]

Between:

The Buyer is: [name] of [address]

The Seller is: [name] of [address]

The Guarantor is: [name] of [address]

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Agreement for the Sale and Purchase of the Business known as [name]

This agreement is dated: [date]

Personal version:

The Buyer is: [name]

Of [private address]

The Seller is: [name]

Of [private address]

The First Guarantor is: [name]

Of [private address]

The Second Guarantor is: [name]

Of [private address]

OR

Corporate version (use for an LP too)

[illegible][illegible]

The First Guarantor is: [name]

Of [private address]

The Second Guarantor is: [name]

Of [private address]

NOTE:

The personal version is for an individual seller and not a company seller. Delete whichever does not apply. Do the same for the buyer. Throughout this agreement, we have assumed that the seller is an individual, but ■ ■ ■ ■ ■

agreement;

information owned by a third party and in respect of which the Seller ■■■■■■■■■■
■■■■■■■■■■ - ■■■■ .

information, comment or implication published on ■■■■■■■■■■ .

data or information relating to pre-clinical and clinical trial results, processes, formulae, procedures, designs, drawings, apparatus, ■■
■■ , ■■■■■■■■■■ , ■■■■
■■■■■■■■■■ .

information about the Intellectual Property and ■■■■■■■■■■ - ■■■■ .

"Contracts" means current contracts of the Seller in relation to the Business, ■■■■■■■■■■
■■■■■■■■■■ .

"Creditors" means trade creditors and accrued charges in connection with the Business ■■■■■■■■■■
■■■■■■■■■■ .

"Disclosures" means the disclosures set out in ■■■■■■
■■■■■ .

"Disclosure Letter" means the disclosure letter of the same date as this agreement from the Seller ■■■■■■■■
■■■■■■■■■■ .

"Domain Name" means any or all of the ■■■■■■■■■■
■■■■■ :

[\[name1\].com](#)

[\[name2\].com](#)

[\[name3\].co.nz](#)

"Employee" means a person who is employed by the Seller for ■■■■■■■■■■ .

"Excluded Assets" means the Assets listed in Schedule 3 which are owned by the Seller but ■■■■■■■■■■
■■■■■■■■■■ .

3. Interpretation

[illegible]

- [illegible]

6. Agreement for sale

6.1.1 the Business as a going concern;

6.1.2 the Goodwill:

6.1.3 the Property;

6.1.4 the Assets:

6.1.5 the Stocks;

6.1.6 the Intellectual Property rights;

6.1.7 the Domain Name(s):

6.1.8 the Website:

6.1.9 rights to use Third Party Software;

6.1.10 the benefit of the Contracts:

[illegible]

6.2. Completion shall take place today, .

[illegible]

7. Transfer of Contracts

7.1. enter into any novation agreement.

- 7.2. provide information about [REDACTED]
[REDACTED] [REDACTED].
- 7.3. confirm to any person or governmental authority such details [REDACTED]
[REDACTED]
[REDACTED].
- 7.4. immediately inform the [REDACTED]
[REDACTED].

8. The Price

- 8.1. The Price for the Business shall [REDACTED]
[REDACTED]
[REDACTED]:

Goodwill	\$ [REDACTED]
Freehold Properties	\$ [REDACTED]
Leasehold Properties	\$ [REDACTED]
Assets	\$ [REDACTED]
Intellectual Property rights	\$ [REDACTED]
Contracts and all other property, Assets and rights	Nil
The Stocks	To be ascertained
Total Price [excluding Stock]	\$ [REDACTED]

- 8.2. Insofar as this agreement provides for the transfer to the Buyer of [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

- 8.3. The Price shall be paid as follows:

- 8.3.1 as to \$ [amount], by banker's draft / [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

- 8.3.2 as to the [REDACTED], [REDACTED]
[REDACTED].

[illegible]

9. Items to be delivered to the Buyer at completion

[illegible]

- [illegible]

[illegible][illegible][illegible]

11. Transfer of Employees

[illegible]

11.2. The Buyer agrees to indemnify the Seller against any ■■■■■
 ■■■■■
 ■■■■■
 ■■■■■.

12. Stocks

12.1. For the purpose of _____,
_____ \$ [_____].

OR

12.2. The parties shall within [14 days] of today's date jointly attend to the valuation of the

.....
.....

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

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] by the Seller or any act or omission of the
Seller prior to
.....
.....
.....
.....
.....
.....

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
.....
.....,
.....

[■■■■■■■■■■] ■■■■■■■■■■ .

[illegible]

18.5. register nor purchase nor use any Internet domain ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■.

19. The Guarantee

[illegible]

19.1.1 that every statement, ■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■;

[illegible]

19.1.3 that he will indemnify the Buyer against all _____,

_____;

19.2. [Each of] The Guarantor accepts that compliance by the ■■■■■■
 ■■■■■■, ■■■■■■.

19.3. [Each of] The Guarantor accepts that the Buyer is .
 .
 .
 .

19.4. This guarantee is limited to:

19.4.1 the sum of `[sum]` in total;

19.4.2 claims notified to the []

20. Confidentiality

20.1. The Seller now undertakes that he will:

- 20.4. The provisions of this paragraph shall continue ■■■■■■■■■■
■■■■■■■■■■ [■■■] ■■■■■■■■■■
■■■■■■■■■.

.....
except, that no party shall be prohibited from making
.....
.....

21.3. The parties agree to the issue of
..... 6 ,
.....

22. Damages not adequate

Without prejudice to any other rights or remedies which a party may have, the parties now acknowledge and agree that damages would not be an adequate remedy for
..... , [.....
] , ,
..... ,
..... [..... /
.....]

23. Miscellaneous matters

23.1. No amendment or variation to this agreement
..... ,
.....

23.2. The parties acknowledge and agree that this
.....
.....

23.3. So far as any time,
.....

23.4. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated
.....
.....
.....
..... ,

[illegible][illegible][illegible]

$\frac{1}{\sqrt{\pi}} \int_{-\infty}^{\infty} f(x) e^{-x^2} dx = \frac{1}{\sqrt{\pi}} \int_{-\infty}^{\infty} f(x) e^{-x^2} dx$

23.11. ■■■■■■■■■■, ■■■■■■■■■■
■■■■■■■■■■, ■■■■■■■■■■

AND

Signed by [Buyer name in full]

AND

Signed by [Guarantor name in full]

Schedule 1: Properties

Part 1: Freehold Properties

$$[\underbrace{\alpha_1, \alpha_2, \dots, \alpha_{n-1}}_{\text{nonzero}}, \underbrace{\alpha_n, \alpha_{n+1}, \dots, \alpha_{n+m}}_{\text{nonzero}}, \underbrace{\alpha_{n+m+1}, \alpha_{n+m+2}, \dots, \alpha_{n+m+k}}_{\text{nonzero}}]$$

1. _____
_____.
2. _____
_____.
3. The Seller sells with full title guarantee.
4. _____ [5] _____

_____.
5. _____
_____ \$ [_____] _____

_____ [_____] _____.

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 1: Part 2

Leasehold Property

.....
.....
..... 50

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

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

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

3.
..... ,
..... ,
.....

4.
.....

OR

5. \$ [.....] ,
.....
.....

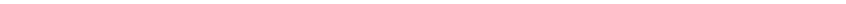

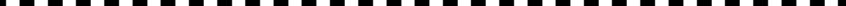
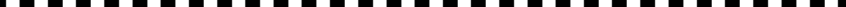

6. ,
.....
.....
..... ,
..... , -
..... -

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

OR

[illegible]

AND

9.  ,  ,
 ,
 .  :

[illegible][illegible][illegible][illegible]

9.5 ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ [7 ■■■■■] ■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ .

9.6

A large rectangular area filled with a dense grid of small black squares, resembling a binary image or a placeholder for a figure.

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

$$[\text{.....} \\ \text{.....}, \text{.....} \\ \text{.....}]$$

General

1. \mathbb{R}^n is a vector space over \mathbb{R} .
2. \mathbb{R}^n is a vector space over \mathbb{R} , \mathbb{C} , \mathbb{H} , \mathbb{O} .
3. \mathbb{R}^n is a vector space over \mathbb{R} , \mathbb{C} .
4. \mathbb{R}^n is a vector space over \mathbb{R} , \mathbb{C} , \mathbb{H} , \mathbb{O} .
5. \mathbb{R}^n is a vector space over \mathbb{R} , \mathbb{C} .
6. \mathbb{R}^n is a vector space over \mathbb{R} , \mathbb{C} , \mathbb{H} , \mathbb{O} .
7. \mathbb{R}^n is a vector space over \mathbb{R} , \mathbb{C} , \mathbb{H} , \mathbb{O} .
8. \mathbb{R}^n is a vector space over \mathbb{R} , \mathbb{C} , \mathbb{H} , \mathbb{O} .

Accounts

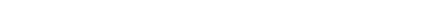
9. $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$




























[illegible]

11. The Accounts:

[illegible][illegible]

11.3. ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ 1993 ,
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ ;

11.4. 

12.                           

its purchase price;

its production cost;

its net realisable value.

13. 

[illegible][illegible][illegible][illegible]

[illegible]

35. ■■■■■■■■■■■■■■■■■■■■■■\$ [■■■■]■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.


36. The Seller is involved in no employment dispute.

[illegible][illegible][illegible][illegible]

Statutory restrictions

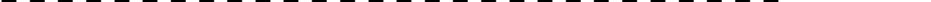
[illegible]

42. $\begin{pmatrix} 1 & 0 & 0 \\ 0 & 1 & 0 \\ 0 & 0 & 1 \end{pmatrix}$ is the identity matrix, $\begin{pmatrix} 1 & 0 & 0 \\ 0 & 1 & 0 \\ 0 & 0 & 0 \end{pmatrix}$ is the zero matrix.


43. 

[illegible]

Litigation and regulation

45. 

[illegible]

47. 

Freehold and leasehold Properties

[illegible][illegible]

50. None of the Properties is:

[illegible]

50.2. situated in a conservation area;

[illegible]

50.4. in an area liable to flooding.

[illegible][illegible][illegible][illegible][illegible]

56.  .

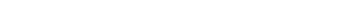
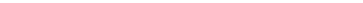
Intellectual Property

[illegible][illegible][illegible]

67.

[illegible][illegible][illegible]

Information technology (“IT”)

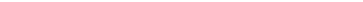
71.  : 

71.1. the name;

71.2. name and contact information of registrant;

[illegible]

71.4. date to which the name is registered.

72.  .



[illegible]

[illegible][illegible][illegible]

75.2. technical, customer and client support services;

[illegible]

75.4. an email service provider.

76.  12 

[illegible][illegible][illegible][illegible]

79.2. what password he uses;

[illegible][illegible]

End of Warranties

Schedule5: Pension scheme

Schedule6: Press release

[Set down the text you have agreed.]

Explanatory notes:

Sale agreement: manufacturing business

General notes

[illegible]

10. Who is the named seller?

[illegible]

11. The Guarantee

[illegible]

For a company, the guarantors should be the directors or controlling shareholders. For a private individual, insist on a spouse, life partner ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ .

[illegible]

You can obtain additional security by structuring your deal for payment in instalments, particularly if the amount is related to profit performance. Most sellers will be reluctant to accept this,

12. Advantage to the buyer

[illegible]

13. Warranties and disclosure letter

[illegible]

14. Disclosure letter to be worked up

[illegible]

15. Real property references

[illegible]

16. Use a solicitor for conveyancing

[illegible]

17. Initial extra pages

[illegible]

Paragraph specific notes

(Some points are covered in the Warranties ■ ■ ■ ■ ■ ■ ■ ■)

18. Definitions

Please read the general notes sent along with ■ ■ ■ ■ ■ ■ ■ ■ .

For “Confidential Information”, we have provided a very full menu of items.

Depending on your business, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

1

But if you do change any defined word, make sure it applies to every capitalised use ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

You should **first decide on the contents of the document**, then return to

check what definitions are needed and whether they really ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

19. Corporate seller provisions

This paragraph enables the references to “Business” to have legal meaning

when the legal reality is that a “business” does not exist. It cross references

the parties and obligations back to the seller company. If the seller in ■■■■

□ □ □ □ □ □ □

20. Interpretation

Leave these items in place unless there is a good reason to edit or remove.

Each of these items has been carefully considered in the context of this

agreement and has been included for a purpose. ■ ■ ■ ■ ■

21. Entire agreement

This paragraph prevents a party from later saying he was relying on some

other document or web site or what was said. If other documents are to be

[illegible]

22. Buyer's acknowledgment of inspection

We have included this paragraph in case it is required by the seller. It is not in

the buyer's interest to include it. We have given it to you only so that ■ ■ ■ ■

23. Agreement for sale

While it is the responsibility of the seller to make certain that the law is complied with, the

You can access more information at:

29. Stocks

30. Debtors

31. Creditors and liabilities

32. Goods and Services Tax (GST)

© Andrew Taylor and Net Lawman Ltd

33. Warranties by the Seller

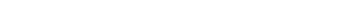

See later for full 

This paragraph - confirmation of the warranties - is critical to

[illegible]

The guarantor may have a lesser interest than the legal seller, for example as a non-executive director of the seller, or as a relative of the seller if an individual. In that case, _____

_____, _____
_____.

The extent of the guarantee can also be  .

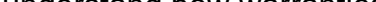




To claim for breach of warranty the buyer must prove money loss. He is also under a duty of care to reduce his loss so far as

34. Limitation of Seller's liability

[illegible]

35. Future activities

The buyer should never take the seller's word for the proposition that the seller will not compete and will say only good things about the buyer and the business. The seller should be bound to appropriate "good behaviour". A covenant (promise) not to compete is not enforced by the courts unless it is reasonable in

To use this document you have to understand how warranties work. They are simpler than you thought! Here now is an 
. , 
.

Warranties - the inside-out promises

I will now address the task itself and tell you how to make it happen. The first matter to consider is “[the importance of the task](#)”

The agreement is drawn by the buyer. That is fair because the buyer knows nothing about the business and the seller knows everything (we hope)! So the

Warranties work like this: I am a
 , (.....) , 60

The letter of disclosure is the other “half” of the process. In my letter of disclosure, I refer in turn to each of the warranties you

[illegible]

- You be the one to “ ” ;
- When you receive the draft , ;
- in your draft disclosure letter, which , ;
- Consider the breadth of each warranty. , ;
- Even where you “answer” the warranty in some , , “ ” “ ”.
- At all costs avoid the easy way out of leaving the warranties . , , .

[illegible]

Set out the warranties according to the transaction. Do not include warranties which

[illegible][illegible]

These are very
.....

With reference to licences and consents: in any business which has been operating for more [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

[illegible]

Assets

The most important answers sought here are as follows:

Trading and Contracts

This section covers every contract - from customers and suppliers to the office cleaner and the car leases. Particular care should be taken with

The buyer's requirement for details of customers and suppliers will be 1,000.

The most common reason for litigation about contracts arises because someone, _____ . _____ , _____ , _____ , _____ . _____ .

Employees

The proposition in law intends to support a fair process and holds

[illegible]

Statutory restrictions

These warranties are general,
 -

Litigation and regulation

We have no comment.

Freehold and leasehold Properties

Most of these items cover the facts that would be

Intellectual Property

[illegible]

Information technology (“IT”)

[illegible]

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