

ZA-COMbsl14

Sale agreement: home based trading business

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Schedule 1 Fixed Assets

Schedule 2 Excluded Assets

Schedule 3 Warranties

Assets

Stocks

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Insurance

Joint ventures and partnerships

Statutory restrictions

Litigation

Seller's activities

Contracts

Defective products and service liabilities

Intellectual property

Internet domain names

General

Agreement for the Sale and Purchase of the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■]

The Date of this Agreement is: [Date]

The Seller is: [name] of [private address]

The Buyer is: [name] of [private address]

The Guarantor is [name] of [private address]

[Note: if a party is a company, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]

It is now agreed as follows:

1. Definitions

So far as the context permits, the following words ■■■■■■■■■■
■■■■■:

[illegible]

"Accounts Date" means the date to which the Principal ■■■■■■■■■■
■■■■■.

"Assets" means all of the Assets of the Seller ■■■■■■■■■■
■■■■■■■■■■.

"Business" means the [type of business] business carried on by the Seller until today under the name and style [] .

"Confidential Information" means all information about the Business. It includes among other things, information about staff, and their personal contact information, methods of doing business, future plans, policies, suppliers and customers. It includes

"Contracts" means current contracts of the Seller in ■■■■■■■■■■
■■■■■■■■■.

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

"Disclosures" means the disclosures set out in a disclosure letter of today's date from the ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

[illegible]

4. Items to be delivered at Completion

The seller shall hand to the buyer or otherwise deliver _____,
_____, _____,
_____, _____:

- 4.1. Such of the [REDACTED];
- 4.2. All books of account and vat records;
- 4.3. Computer programmes [REDACTED];
- 4.4. All data in electronic form, [REDACTED];
- 4.5. All information and records relating to customers and suppliers, including a list of all [REDACTED], [REDACTED];
- 4.6. Marketing material in any medium;
- 4.7. [if the seller [REDACTED]] [REDACTED];
- 4.8. minutes of a meeting of the shareholders of the seller authorising the sale of the [REDACTED] [REDACTED];
- 4.9. Contracts and assignments of contracts;
- 4.10. Forms of transfer of [REDACTED];
- 4.11. Transfers of the [REDACTED];
- 4.12. Forms of authority addressed to the owners of [REDACTED], [REDACTED];
- 4.13. All technical and [REDACTED], [REDACTED];
- 4.14. Marketing material of every sort in any medium;

- 4.15. A list of sales distributors and agents, identifying sales
 ,
 ;
- 4.16. Policies of insurance, continuing;
- 4.17. All other ;

5. Completion

- 5.1. As soon as the items listed above have passed into the possession of the Buyer, the Seller shall be obligated to transfer the Domain Names to the Buyer. The Buyer shall be obligated to pay the Seller the sum of \$10,000 (Ten Thousand Dollars) within 14 days from the date hereof, the Seller shall procure that the Domain Names are transferred to the Buyer. The Buyer shall be obligated to pay the Seller the sum of \$10,000 (Ten Thousand Dollars) within 14 days from the date hereof, the Seller shall procure that the Domain Names are transferred to the Buyer.
- 5.2. The Buyer shall be obligated to pay the Seller the sum of \$10,000 (Ten Thousand Dollars) within 14 days from the date hereof, the Seller shall procure that the Domain Names are transferred to the Buyer.
- 5.3. As soon as possible and in any event within 14 days from the date hereof, the Seller shall procure that the Domain Names are transferred to the Buyer. The Buyer shall be obligated to pay the Seller the sum of \$10,000 (Ten Thousand Dollars) within 14 days from the date hereof, the Seller shall procure that the Domain Names are transferred to the Buyer.
- 5.4. As soon as possible and in any event within two days from the date hereof, the Seller shall procure that the Domain Names are transferred to the Buyer. The Buyer shall be obligated to pay the Seller the sum of \$10,000 (Ten Thousand Dollars) within 14 days from the date hereof, the Seller shall procure that the Domain Names are transferred to the Buyer.
- 5.5. The Seller has a continuing obligation to do what is necessary to maintain the Domain Names in the Buyer's name, and to transfer the Domain Names to the Buyer if the Buyer so requests. The Buyer shall be obligated to pay the Seller the sum of \$10,000 (Ten Thousand Dollars) within 14 days from the date hereof, the Seller shall procure that the Domain Names are transferred to the Buyer.
- 5.6. The Buyer shall not be obliged to pay the Seller the sum of \$10,000 (Ten Thousand Dollars) within 14 days from the date hereof, the Seller shall procure that the Domain Names are transferred to the Buyer.

7.3. Where a debtor who has so failed to pay, _____,
_____,

_____.

7.5. The Seller may inspect the books of the Buyer ■■■■■
■■■ 12 ■■■■■
■■■■■.

[illegible][illegible]

11. Future Activities

In order to give the
.....,:

- 11.1. Commence or continue any business or activity whatsoever similar to [REDACTED]
[REDACTED] / [REDACTED].
- 11.2. At any time disclose to any person or [REDACTED]
[REDACTED];
- 11.3. For a period of [2] years after today either on its own account or through any other person directly [REDACTED],
[REDACTED],
[REDACTED],
[REDACTED];
- 11.4. For a period of [2] years after today's date without the buyer's prior written
consent [REDACTED]
- 11.5. Trade under any name [REDACTED];
- 11.6. Register nor purchase nor use any internet domain [REDACTED].

12. The Guarantor

- [illegible]

14. Miscellaneous Matters


[illegible][illegible]

14.3. No waiver by a Party, in exercising any right shall operate as a


_____ ; _____

_____ .

[illegible]

14.5. 

[illegible]

14.7. 
.

Signed by [personal name], duly authorized for the Seller

Witness to signature: name:

Address

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

Witness to signature: name:

Address

Signed by [personal name], the Guarantor

Witness to signature: name:

Address

Schedule 1 - Fixed Assets

[List fixed assets]

Schedule 2 - Excluded Assets

[List excluded assets]

Schedule 3 - Warranties

[.....
.....
.....]

Assets

1.

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 - 6.2.



Have been regularly and properly maintained;
 - 6.3.

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.....;
 - 6.4.

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.....)
..... [.....
.....] 6

Stocks

7.
 .
8.
 .

15.  ():

[illegible][illegible][illegible]


Suppliers and Customers

[illegible]

17. So far as the Seller is aware:

[illegible][illegible]

Licences, consents and passwords


18. 

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

[illegible]

Insurance

[illegible]

24.  .

Joint Ventures and Partnerships

[illegible][illegible]

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Statutory restrictions

[illegible][illegible]


28. $\begin{pmatrix} 1 & 2 & 3 & 4 & 5 & 6 & 7 & 8 & 9 & 10 & 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20 & 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 & 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 & 41 & 42 & 43 & 44 & 45 & 46 & 47 & 48 & 49 & 50 & 51 & 52 & 53 & 54 & 55 & 56 & 57 & 58 & 59 & 60 & 61 & 62 & 63 & 64 & 65 & 66 & 67 & 68 & 69 & 70 & 71 & 72 & 73 & 74 & 75 & 76 & 77 & 78 & 79 & 80 & 81 & 82 & 83 & 84 & 85 & 86 & 87 & 88 & 89 & 90 & 91 & 92 & 93 & 94 & 95 & 96 & 97 & 98 & 99 & 100 \end{pmatrix}$, $\begin{pmatrix} 1 & 2 & 3 & 4 & 5 & 6 & 7 & 8 & 9 & 10 & 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20 & 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 & 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 & 41 & 42 & 43 & 44 & 45 & 46 & 47 & 48 & 49 & 50 & 51 & 52 & 53 & 54 & 55 & 56 & 57 & 58 & 59 & 60 & 61 & 62 & 63 & 64 & 65 & 66 & 67 & 68 & 69 & 70 & 71 & 72 & 73 & 74 & 75 & 76 & 77 & 78 & 79 & 80 & 81 & 82 & 83 & 84 & 85 & 86 & 87 & 88 & 89 & 90 & 91 & 92 & 93 & 94 & 95 & 96 & 97 & 98 & 99 & 100 \end{pmatrix}$.

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

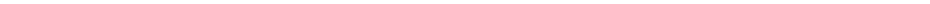
Litigation

30. $\{x \in \mathbb{R}^n : x_1^2 + x_2^2 + \dots + x_n^2 \leq 1\}$, $\{x \in \mathbb{R}^n : x_1^2 + x_2^2 + \dots + x_n^2 = 1\}$
 $[10, 100]$, $\{x \in \mathbb{R}^n : x_1^2 + x_2^2 + \dots + x_n^2 \leq 1\}$
 $\{x \in \mathbb{R}^n : x_1^2 + x_2^2 + \dots + x_n^2 = 1\}$
 $\{x \in \mathbb{R}^n : x_1^2 + x_2^2 + \dots + x_n^2 \leq 1\}$
 $\{x \in \mathbb{R}^n : x_1^2 + x_2^2 + \dots + x_n^2 = 1\}$.

Seller's activities

31. 

[illegible]

33. 

[illegible][illegible]

36.1. ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■;

36.2. $\dots - \dots (\dots$
 \dots
 $\dots 6 \dots$
 $\dots);$


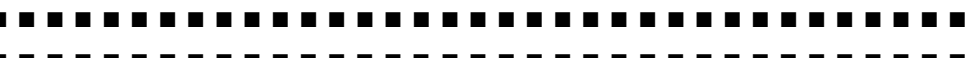

[illegible][illegible][illegible][illegible]

36.7.

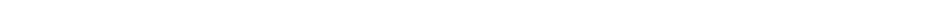
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[illegible]

39. $\frac{1}{2} \times \frac{1}{3} = \frac{1}{6}$, $\frac{1}{6} \times \frac{1}{4} = \frac{1}{24}$, $\frac{1}{24} \times \frac{1}{5} = \frac{1}{120}$, $\frac{1}{120} \times \frac{1}{6} = \frac{1}{720}$, $\frac{1}{720} \times \frac{1}{7} = \frac{1}{5040}$, $\frac{1}{5040} \times \frac{1}{8} = \frac{1}{40320}$, $\frac{1}{40320} \times \frac{1}{9} = \frac{1}{362880}$, $\frac{1}{362880} \times \frac{1}{10} = \frac{1}{3628800}$, $\frac{1}{3628800} \times \frac{1}{11} = \frac{1}{39916800}$, $\frac{1}{39916800} \times \frac{1}{12} = \frac{1}{479001600}$, $\frac{1}{479001600} \times \frac{1}{13} = \frac{1}{6227020800}$, $\frac{1}{6227020800} \times \frac{1}{14} = \frac{1}{87178291200}$, $\frac{1}{87178291200} \times \frac{1}{15} = \frac{1}{1307674368000}$, $\frac{1}{1307674368000} \times \frac{1}{16} = \frac{1}{20922790016000}$, $\frac{1}{20922790016000} \times \frac{1}{17} = \frac{1}{355687430272000}$, $\frac{1}{355687430272000} \times \frac{1}{18} = \frac{1}{6402373744992000}$, $\frac{1}{6402373744992000} \times \frac{1}{19} = \frac{1}{121645091154848000}$, $\frac{1}{121645091154848000} \times \frac{1}{20} = \frac{1}{2432901823096960000}$, $\frac{1}{2432901823096960000} \times \frac{1}{21} = \frac{1}{51090938285037120000}$, $\frac{1}{51090938285037120000} \times \frac{1}{22} = \frac{1}{1124000642270816640000}$, $\frac{1}{1124000642270816640000} \times \frac{1}{23} = \frac{1}{25852014772228782720000}$, $\frac{1}{25852014772228782720000} \times \frac{1}{24} = \frac{1}{620448354533490785280000}$, $\frac{1}{620448354533490785280000} \times \frac{1}{25} = \frac{1}{15511208863337269632000000}$, $\frac{1}{15511208863337269632000000} \times \frac{1}{26} = \frac{1}{403291430446769010432000000}$, $\frac{1}{403291430446769010432000000} \times \frac{1}{27} = \frac{1}{10888868622062763281664000000}$, $\frac{1}{10888868622062763281664000000} \times \frac{1}{28} = \frac{1}{304988321417757371886592000000}$, $\frac{1}{304988321417757371886592000000} \times \frac{1}{29} = \frac{1}{8844661321115063784701152000000}$, $\frac{1}{8844661321115063784701152000000} \times \frac{1}{30} = \frac{1}{265339839633451913541034560000000}$, $\frac{1}{265339839633451913541034560000000} \times \frac{1}{31} = \frac{1}{82255350284370093196720713600000000}$, $\frac{1}{82255350284370093196720713600000000} \times \frac{1}{32} = \frac{1}{2632171209100002982295062832000000000}$, $\frac{1}{2632171209100002982295062832000000000} \times \frac{1}{33} = \frac{1}{86851650000300099415737073456000000000}$, $\frac{1}{86851650000300099415737073456000000000} \times \frac{1}{34} = \frac{1}{2952956100010203379135060507504000000000}$, $\frac{1}{2952956100010203379135060507504000000000} \times \frac{1}{35} = \frac{1}{103853463500357118269727117762640000000000}$, $\frac{1}{103853463500357118269727117762640000000000} \times \frac{1}{36} = \frac{1}{3738724686012856257710176239455040000000000}$, $\frac{1}{3738724686012856257710176239455040000000000} \times \frac{1}{37} = \frac{1}{1383338133924756815262765208598364800000000000}$, $\frac{1}{1383338133924756815262765208598364800000000000} \times \frac{1}{38} = \frac{1}{52566839089140758980085077926637760000000000000}$, $\frac{1}{52566839089140758980085077926637760000000000000} \times \frac{1}{39} = \frac{1}{2050106824476489609223218039258880000000000000000}$, $\frac{1}{2050106824476489609223218039258880000000000000000} \times \frac{1}{40} = \frac{1}{82004272979059584368928721570355200000000000000000}$, $\frac{1}{82004272979059584368928721570355200000000000000000} \times \frac{1}{41} = \frac{1}{3362175192141542959126078582384563200000000000000000}$, $\frac{1}{3362175192141542959126078582384563200000000000000000} \times \frac{1}{42} = \frac{1}{141211458070045824283595299461161664000000000000000000}$, $\frac{1}{141211458070045824283595299461161664000000000000000000} \times \frac{1}{43} = \frac{1}{6072096697011970454295596717690153600000000000000000000}$, $\frac{1}{6072096697011970454295596717690153600000000000000000000} \times \frac{1}{44} = \frac{1}{267192256668526700089006255788966976000000000000000000000}$, $\frac{1}{267192256668526700089006255788966976000000000000000000000} \times \frac{1}{45} = \frac{1}{12023652550083701504005281510503513600000000000000000000000}$, $\frac{1}{12023652550083701504005281510503513600000000000000000000000} \times \frac{1}{46} = \frac{1}{553101717303857275184243157583161664000000000000000000000000}$, $\frac{1}{553101717303857275184243157583161664000000000000000000000000} \times \frac{1}{47} = \frac{1}{26005780693280691923659527406607584224000000000000000000000000}$, $\frac{1}{26005780693280691923659527406607584224000000000000000000000000} \times \frac{1}{48} = \frac{1}{1248277473267473218335657305517154042752000000000000000000000000}$, $\frac{1}{1248277473267473218335657305517154042752000000000000000000000000} \times \frac{1}{49} = \frac{1}{61165596190106187898547208070240148095840000000000000000000000000}$, $\frac{1}{61165596190106187898547208070240148095840000000000000000000000000} \times \frac{1}{50} = \frac{1}{305827980950530939492736040351200740$

40.  25 25
 ()
 .

[illegible][illegible]

43. 

Defective Products and Service Liabilities

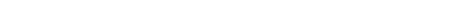
[illegible][illegible]

Intellectual property










- [illegible]

Internet Domain Names

- [illegible]

57.  ;

[illegible][illegible][illegible]

61.  , 


 ,  , 

 .

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Explanatory notes:

Sale agreement: home based trading business

General notes:

- [illegible]

[illegible]

Suppose the Seller warrants:

[illegible][illegible][illegible]

[illegible]

- You be the one to produce the draft agreement and remove the “ ” ;
- When you receive the draft agreement, you must seek the ;
- in your draft disclosure letter, which will be sent to the buyer with your amendments , ;
- Consider the breadth of each warranty. It may be appropriate to give a , , ;
- Even where you “answer” the warranty in some , , “ ” “ ” ;
- At all costs avoid the easy way out of leaving the warranties . , , .

If you want a fair and satisfactory outcome, use warranties.

However, if your warranties are all “absolute” in matters where it is unreasonable to expect the seller to

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

If the seller is represented by an attorney, you will have to decide whether this creates an unlevelled playing field.

"

"

.

"

".

!

Warranties: drafting notes continued

[illegible][illegible]

The quality and saleability of stock is the area where most arguments later arise. It is very easy for a seller to hide un-saleable stock or fail to

.....

Accounts

The basis of valuation of the business is
..... ,
.....

Suppliers and customers

Of course they have! The purpose of these warranties is
.....
..... ,
..... " " .

Licenses, consents and passwords

In any business which has been operating for more than a few years,
.....
..... ,
..... ,
.....

Seller's activities

This section is particularly important if the seller is a company. There are
circumstances where
.....
..... ,
..... ,
.....

Contracts

Particular care should be taken with major contracts which could affect the viability of
the business. The buyer should
.....
..... /
..... / ,
..... (.....)

Intellectual property

All business acquires some intellectual property. Even quite small
.....
.....
.....

Internet domain names

[illegible]

End of notes