

CONTRACT OF SALE

Location: _____ Contract Number: _____

Seller Details:

Full Name / Company: _____

ABN / ACN (if applicable): _____

Address: _____

Contact Details (Phone/Email): _____

Buyer Details:

Full Name / Company: _____

ABN / ACN (if applicable): _____

Address: _____

Contact Details (Phone/Email): _____

Goods (Property) Details:

Description of Goods: _____

Quantity / Serial Numbers (if applicable): _____

Condition of Goods: _____

Purchase Price and Payment Terms:

Purchase Price (AUD): _____ AUD

Payment Method and Schedule: _____

Clause 1 – Sale and Purchase

The Seller agrees to sell and the Buyer agrees to purchase the goods described herein subject to the terms and conditions of this Contract of Sale. Title to the goods shall pass upon receipt of full payment.

Clause 2 – Condition of Goods

The goods are sold 'As Is, Where Is', with all faults and defects, if any. The Buyer acknowledges having had the opportunity to inspect the goods and accepts their condition subject to this Contract.

Clause 3 – Warranties

Except as expressly provided in this Contract, the Seller makes no warranties, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

Clause 4 – Risk

Risk in the goods passes to the Buyer upon delivery or collection of the goods, whichever occurs first.

Clause 5 – Delivery

Delivery arrangements shall be as agreed between the parties. The Seller shall notify the Buyer when the goods are ready for collection or delivery.

Clause 6 – Payment

Payment shall be made in full on or before the delivery date by the agreed payment method. Late payments may attract interest at a rate permitted by law.

Clause 7 – Title Retention

Title to the goods remains with the Seller until full payment is received by the Seller.

Clause 8 – Default

If the Buyer fails to make payment or otherwise breaches this Contract, the Seller may terminate this Contract and recover the goods or seek other remedies permitted by law.

Clause 9 – Liability

Neither party shall be liable for any indirect, incidental, or consequential losses arising from this Contract.

Clause 10 – Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the applicable state or territory laws.

Clause 11 – Dispute Resolution

The parties agree to attempt to resolve any disputes arising out of this Contract through negotiation, mediation or arbitration prior to commencing legal proceedings.

Clause 12 – Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

Clause 13 – Amendments

Any amendments to this Contract must be in writing and signed by both parties.

Clause 14 – Notices

All notices must be in writing and delivered by hand, post, or email to the addresses specified by the parties.

Clause 15 – Severability

If any provision of this Contract is found invalid or unenforceable, the remainder of the Contract shall remain in force.

Clause 16 – Counterparts

This Contract may be executed in any number of counterparts, each of which is an original and all of which together constitute one document.

Clause 17 – Confidentiality

The parties agree to keep the terms of this Contract confidential except as required by law or agreed in writing.

Clause 18 – Assignment

Neither party may assign or transfer their rights or obligations under this Contract without prior written consent of the other party.

Clause 19 – Force Majeure

Neither party shall be liable for any failure to perform due to events beyond their reasonable control including natural disasters, war, or governmental actions.

Clause 20 – Signatures

The parties have executed this Contract as of the date of signing below.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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