SALE OF BUSINESS AS A GOING CONCERN AGREEMENT

Location: ______________________ Date: ______________________

Seller Information:

Full Name: ______________________

Australian Business Number (ABN): ______________________

Business Address: ______________________

Phone/Email: ______________________

Buyer Information:

Full Name: ______________________

Australian Business Number (ABN): ______________________

Business Address: ______________________

Phone/Email: ______________________

Business Details:

Trading Name: ______________________

Business Location: ______________________

Assets Included in Sale: ______________________

Liabilities Assumed (if any): ______________________

Purchase Price and Payment Terms:

Purchase Price: ______________________ AUD

Deposit Amount (if any): ______________________ AUD

Payment Method and Schedule: ______________________

Clause 1 – Sale of Business as a Going Concern

Seller agrees to sell and Buyer agrees to purchase the business described above as a going concern, including all assets, goodwill, and rights used in the business, on the terms set forth in this Agreement.

Clause 2 – Assets Included and Excluded

The sale includes all tangible and intangible assets, inventory, equipment, fixtures, licenses, permits, and goodwill used in the business unless expressly excluded and listed in an attached Schedule.

Clause 3 – Liabilities and Encumbrances

Buyer shall not assume any liabilities or debts of the Seller except those expressly agreed in writing. Seller warrants that the business is free of undisclosed liabilities and encumbrances.

Clause 4 – Purchase Price

The total purchase price for the business shall be as stated above, payable according to the terms set out herein. Adjustments may be made to reflect agreed stock levels, accounts receivable, and other agreed matters at Completion.

Clause 5 – Deposit

If a deposit is payable, it shall be held in trust by the nominated escrow agent or solicitor and applied against the purchase price on Completion.

Clause 6 – Completion

Completion shall occur on the agreed date and at the agreed location, at which time ownership and risk of the business and assets shall transfer to the Buyer.

Clause 7 – Seller's Warranties and Representations

Seller represents and warrants that: (a) it has the legal right and authority to sell the business; (b) all financial accounts and records are true and accurate; (c) there are no undisclosed liabilities or pending actions against the business; (d) all licenses and permits required for operation are current and transferable; and (e) the business complies with all applicable laws and regulations in Australia.

Clause 8 – Buyer's Acknowledgements

Buyer acknowledges that it has conducted all necessary due diligence and accepts the business in its current state, except as otherwise provided in this Agreement.

Clause 9 – Employees

Where applicable, Seller shall comply with all legal obligations relating to employees, including notice of transfer, entitlements, and compliance with the Fair Work Act 2009 (Cth). Buyer agrees to take on employees in accordance with the law.

Clause 10 – Confidentiality

Both parties agree to keep confidential all proprietary information and terms of this Agreement, except where disclosure is required by law or agreed by the parties.

Clause 11 – GST and Taxes

The purchase price is exclusive of Goods and Services Tax (GST) unless otherwise stated. The parties agree to cooperate to ensure correct handling of GST and other taxes in accordance with Australian law.

Clause 12 – Risk and Insurance

Risk in the business and assets shall pass to the Buyer on Completion. Seller shall maintain insurance coverage until Completion.

Clause 13 – Default and Termination

If either party breaches this Agreement and fails to remedy the breach within the specified time after notice, the other party may terminate this Agreement and seek remedies permitted by law.

Clause 14 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the applicable state or territory laws. The parties submit to the non-exclusive jurisdiction of the courts of Australia.

Clause 15 – Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the sale of the business and supersedes all prior negotiations and understandings.

Clause 16 – Amendments

No amendment to this Agreement shall be effective unless in writing and signed by both parties.

Clause 17 – Notices

Notices under this Agreement shall be in writing and delivered personally, by pre-paid mail, or by electronic means to the addresses specified in this Agreement.

Clause 18 – Assignment

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

Clause 19 – Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument.

Clause 20 – Signatures

The parties have executed this Agreement as of the date first written above.

SELLER'S SIGNATURE	BUYER'S SIGNATURE
Signature: __________________________	Signature: __________________________