

SALE OF BUSINESS CONTRACT (WESTERN AUSTRALIA)

Location: _____ Date: _____

Seller Details:

Full Name / Entity: _____

ABN / ACN / Business Number: _____

Address: _____

Contact Details (Phone/Email): _____

Buyer Details:

Full Name / Entity: _____

ABN / ACN / Business Number: _____

Address: _____

Contact Details (Phone/Email): _____

Business Details:

Business Name: _____

ABN / ACN: _____

Business Address: _____

Trading or Operating Name(s): _____

Description of Business Activities: _____

Purchase Price and Payment:

Purchase Price (AUD): _____

Deposit Amount (if any): _____

Payment Method and Schedule: _____

1. Sale of Business and Assets

The Seller agrees to sell and the Buyer agrees to purchase the business described above, including all assets, goodwill, stock, plant and equipment, intellectual property, and other business-related assets (the "Business"), on the terms set forth in this Contract.

2. Included and Excluded Assets

The Business assets included in the sale shall be detailed in an attached Schedule. Any assets not included or excluded from the sale shall be expressly listed in the Schedule and excluded from this Contract.

3. Condition of Business and Assets

The Buyer acknowledges that the Business and its assets are sold 'as is' and 'where is' with all faults and defects. The Seller makes no warranties or representations except those expressly set out in this Contract.

4. Due Diligence and Inspections

The Buyer has had the opportunity to conduct all desired investigations, inspections, and due diligence in relation to the Business and its assets prior to entering this Contract.

5. Completion and Possession

Completion of the sale shall occur at a mutually agreed location. Possession and control of the Business and its assets shall pass to the Buyer upon completion, subject to terms agreed herein.

6. Employees

The Buyer acknowledges that no employment contracts or arrangements are transferred or implied by this Contract. The Seller remains responsible for all employee entitlements and obligations up to completion.

7. Confidentiality

Each party agrees to keep all proprietary and confidential information received in connection with this Contract confidential, except as required by law or with prior written consent.

8. Warranties and Representations

The Seller warrants that it has full power and authority to enter into this Contract and sell the Business and assets free of all liens, charges, and encumbrances except as disclosed herein.

9. Indemnities

The Seller indemnifies the Buyer against any claims, losses, or liabilities arising from the ownership or operation of the Business prior to completion.

10. GST and Taxes

Unless otherwise specified, the Purchase Price is exclusive of GST. Each party is responsible for their own tax obligations arising from this transaction.

11. Notices

All notices under this Contract must be in writing and delivered by hand, post, or email to the addresses set out in this Contract or as otherwise notified.

12. Governing Law and Jurisdiction

This Contract is governed by and must be construed in accordance with the laws of Western Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia.

13. Entire Agreement

This Contract constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, and negotiations.

14. Amendments

No amendment to this Contract is effective unless it is in writing and signed by both parties.

15. Severability

If any provision of this Contract is held invalid or unenforceable, the remaining provisions remain in full force and effect.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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