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## CONTRACT FOR SALE OF GOODS

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DATED THE \_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_

**BETWEEN**

Company Pty Ltd ACN 111 222 333 of 1 Smith Street SYDNEY NSW 2000 (**the Seller**)

**AND**

Other Company Pty Ltd ACN 333 222 111 of 1 Brisbane Street Brisbane 7000

**(the Buyer).**

# CONTRACT FOR SALE OF GOODS

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ .

**BETWEEN:** Company Pty Ltd ACN 111 222 333 of 1 Smith Street SYDNEY NSW 2000  
(the Seller);

**AND:** Other Company Pty Ltd ACN 333 222 111 of 1 Brisbane Street Brisbane  
7000 (the Buyer).

## RECITALS

- A. The Seller is the owner of the item of personal property (the Goods) described in Part A of the Schedule.
- B. The Seller has agreed to sell the Goods to the Buyer for the purchase price (the Price) set out in Part B of the Schedule.
- C. The parties agree that these terms of the Contract apply to the sale.

## THE PARTIES AGREE AS FOLLOWS:

### 1 The Sale and the Purchase

- 1.1 The Seller hereby sells to the Buyer the Goods for the Price and the Buyer hereby purchases the Goods from the Seller for the Price.
- 1.2 The Seller sells and the Buyer takes title to the Goods both at law and in equity and free of all encumbrances, mortgages and adverse interests of every kind.
- 1.3 Where in order for the Buyer to take title to the Goods any transfer, assignment or notification thereof must be registered or lodged with any government authority department or instrumentality, the Seller must sign as transferor or assignor all such documents as the Buyer may reasonably request to permit registration or recognition of the Buyer as owner.

### 2 Payment of Price and Title

- 2.1 The Buyer must pay the whole of the Price to the Seller simultaneously with the signing of the Contract. If for whatever reason the Buyer does not pay the whole of the Price to the Seller then, notwithstanding anything elsewhere in this Contract for sale, title to the Goods does not pass from the Seller to the Buyer until full payment of the Price has been made.
- 2.2 The Price must be paid in cash, by bank cheque or in such other way or means as the Seller directs.

Initial: \_\_\_\_\_

2.3 Where for the purposes of any Goods and Services Tax (GST) legislation GST is payable on this sale then the Price is inclusive of GST.

### **3 Warranties given by the Seller**

3.1 The Seller warrants and represents to be the sole owner of the Goods, to have full power to sell to the Buyer, no other person has any interest, right to use, or buy the Goods so that upon the Buyer paying the Price for the Goods the Buyer will be the absolute owner of the Goods both at law and in equity.

3.2 There are no hidden defects in the Goods. The Goods are sold subject to their apparent condition.

3.3 The Goods are sold as described in Part A of the Schedule. Any components, add-ons or features not expressly described in Part A do not form part of this sale.

3.4 The Goods are sold as new and unused.

3.5 Where the Goods are to be used in accordance with any specifications referred to in the description of the Goods, then the Seller states that as far as the Seller is aware the Goods meet those specifications. The Buyer acknowledges that the Buyer is satisfied that the Goods meet those specifications.

3.6 All statutory warranties apply to this sale except to the extent that they can be expressly excluded. To the extent that any statutory warranties can be expressly excluded the Buyer and the Seller hereby expressly exclude those warranties.

3.7 For the purposes of s68A of the *Trade Practices Act 1974* (Cth), where the Goods are of a kind not ordinarily acquired for personal domestic or household use or consumption then any breach by the Seller of any condition or warranty (other than warranties contained in Section 69 of the *Trade Practices Act 1974* (Cth)) is limited at the Seller's discretion to replacing the Goods, repairing the Goods or payment by the Seller of the cost of replacing or repairing the Goods.

3.8 All warranties as to fitness for purpose, as to quality and merchantable quality that would otherwise be implied into this Contract by the *Sale of Goods Act* (NSW) 1923 or by any other Act which can be expressly excluded by agreement between the parties are hereby expressly excluded.

### **4 Acknowledgements by the Buyer**

4.1 The Buyer has before buying the Goods had the opportunity to inspect the Goods, carry out any tests on the Goods and the Buyer is satisfied as to the quality, condition, state of repair and fitness for purpose of the Goods.

- 4.2 To the extent any reasonable inspection or tests on the Goods would disclose any defect or need for repair the Buyer accepts the Goods in that condition with those defects and such need for repair.
- 4.3 Where the Goods are not new, the Seller expressly gives no warranty as to the quality, condition or state of repair of the Goods.
- 4.4 The Buyer acknowledges that except where the Seller must give by any Act or statute a warranty as to the fitness, merchantability and/or suitability for use of the Goods no warranty is given and the Buyer relies solely on his/her/its own assessment as to the suitability, condition and state of repair of the Goods.

## **5 Possession, Delivery and Risk**

- 5.1 Unless otherwise agreed the Seller must give possession to the Buyer of the Goods at the time the Price is paid to the Seller or when the Contract is signed whichever last occurs.
- 5.2 Possession will be given to the Buyer at the address as set out in Part C of the Schedule. Any delivery costs involved in transporting the Goods from the address in Part C are the sole responsibility of the Buyer.
- 5.3 Risk of any loss, damage or destruction to the Goods passes from the Seller to the Buyer at the same time as possession passes. The Buyer is solely responsible for insuring the Goods as from the time the Buyer takes possession.

## **6 Whole Agreement**

- 6.1 This Agreement represents the whole of the terms of the Contract between the Seller and the Buyer and all representations, undertakings, prior agreements or arrangements between the parties are expressly excluded here from.
- 6.2 The Buyer expressly acknowledges that in entering into the Contract, he or she or it has not relied upon any prior representation made by the Seller concerning the Goods, their uses, fitness, quality or specifications.

# SCHEDULE

**PART A – The Goods**

Building Sand

**PART B – The Price**

\$1500 per ton

**PART C – The Address for Collection**

1 Perth Street Perth 5000

**SAMPLE ONLY**  
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU  
PROVIDE THROUGH THE BUILDING PROCESS

**EXECUTED AS AN AGREEMENT**

**SIGNED BY** the Seller )  
Company Pty Ltd )  
ACN 111 222 333 pursuant to )  
Section 127 of the *Corporations Act* 2001 in the )  
presence of:

\_\_\_\_\_  
Director  
Print Name:

\_\_\_\_\_  
Signature of Witness  
Print Name:

\_\_\_\_\_  
Director/Secretary  
Print Name:

**SIGNED BY** )  
Other Company Pty Ltd )  
ACN 333 222 111 pursuant to Section 127 of )  
the *Corporations Act* 2001 in the presence of: )

\_\_\_\_\_  
Director  
Print Name:

\_\_\_\_\_  
Signature of Witness  
Print Name:

\_\_\_\_\_  
Director/Secretary  
Print Name:

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