SALE OF GOODS CONTRACT

The Sales Goods Contract (the “Sales Contract”) is created on [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the “Seller”), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [BUYER NAME]** (the "Buyer"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

1. **SALE OF GOODS**

Seller shall sell, transfer and deliver to the buyer on or before [DATE]*,* the following personal property:

[DESCRIPTION OF GOODS]

1. **CONSIDERATION**

Buyer shall accept the goods and pay the total amount of [AMOUNT] for the goods.

1. **IDENTIFICATION OF GOODS**

Identification of the goods to this agreement shall not be deemed to have been made until both buyer and seller have specified that the goods in question are to be appropriated to the performance of this agreement.

1. **PAYMENT ON RECEIPT**

Buyer shall make payment for the goods at the time when, and at the place where, the goods are received by the buyer.

OR

**INSTALLMENT PAYMENT CLAUSE**

Buyer agrees to pay for the [EQUIPMENT, MACHINERY OR THE LIKE] in the following manner: the initial payment payable with this order, and the remaining balance in monthly payments together with monthly charge for service, all as stated on the face of this agreement; the billing for monthly payments will commence for each [E.G., MACHINE] when installed ready for buyer’s use, with succeeding payments on the same day of every month until total price shall have been paid in full.

1. **RECEIPT CONSTRUED AS DELIVERY**

Goods shall be deemed received by the buyer when delivered to the buyer at [ADDRESS], [CITY], [COUNTRY]*.*

1. **RISK OF LOSS**

The risk of loss from any casualty to the goods, regardless of the cause, shall be on the seller until the goods have been accepted by the buyer.

1. **WARRANTY OF NO ENCUMBRANCES**

Seller warrants that the goods are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

1. **WARRANTY OF TITLE**

Furthermore, seller warrants that at the time of signing this agreement seller neither knows nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of the seller in the goods.

1. **RIGHT OF INSPECTION**

Buyer shall have the right to inspect the goods on arrival and, within [NUMBER] business days after delivery, buyer must give notice to the seller of any claim for damages on account of the condition, quality or grade of the goods, and buyer must specify the basis of the claim of the buyer in detail. The failure of the buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by buyer.

The parties have executed this agreement at [DESIGNATE PLACE OF EXECUTION] the day and year first above written.

SELLER BUYER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title