

# SALES AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **Seller Information:**

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## **Buyer Information:**

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## **Goods Description:**

Description of Goods: \_\_\_\_\_

Quantity: \_\_\_\_\_

Condition: \_\_\_\_\_

## **Purchase Price and Payment Terms:**

Purchase Price (CAD): \_\_\_\_\_

Payment Method: \_\_\_\_\_

### **Clause 1 – Agreement to Sell and Purchase**

The Seller agrees to sell and the Buyer agrees to purchase the goods described above (the “Goods”) on the terms and conditions set forth in this Agreement. The Seller warrants that they have good title to the Goods and the authority to sell them.

### **Clause 2 – Condition of Goods; AS IS**

The Goods are sold on an AS IS, WHERE IS basis, except as expressly stated otherwise in this Agreement. The Buyer acknowledges having had the opportunity to inspect the Goods and accepts them in their current condition subject to any representations made herein.

### **Clause 3 – Delivery**

Delivery of the Goods shall be made at the location agreed upon by the Parties. Risk of loss passes to the Buyer upon delivery. The Buyer shall be responsible for all costs associated with transportation and insurance of the Goods after delivery.

### **Clause 4 – Purchase Price and Payment**

The Purchase Price shall be paid in Canadian Dollars (CAD) by the Buyer to the Seller in accordance with the agreed payment method and schedule. Unless otherwise agreed, full payment shall be made on or before delivery.

### **Clause 5 – Taxes and Fees**

The Buyer shall be responsible for all applicable taxes, duties, and fees imposed by Canadian authorities in connection with the purchase and ownership of the Goods.

**Clause 6 – Warranties and Representations**

The Seller represents that the Goods are free from any liens, claims, or encumbrances. No other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, are made except as expressly included in this Agreement.

**Clause 7 – Default**

If either Party defaults in the performance of any obligation under this Agreement, the non-defaulting Party may terminate this Agreement after providing written notice and an opportunity to cure within a reasonable period.

**Clause 8 – Limitation of Liability**

Neither Party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

**Clause 9 – Confidentiality**

The Parties agree to keep confidential all non-public information disclosed in connection with this Agreement, except as required by law or with prior written consent.

**Clause 10 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties agree to attorn to the exclusive jurisdiction of the courts located in Toronto, Ontario.

**Clause 11 – Entire Agreement**

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, understandings, and negotiations, whether oral or written.

**Clause 12 – Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

**Clause 13 – Notices**

All notices under this Agreement must be in writing and delivered by hand, registered mail, or email to the addresses provided by the Parties.

**Clause 14 – Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

**Clause 15 – Counterparts**

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

**Clause 16 – Waiver**

No failure or delay by either Party in exercising any right shall operate as a waiver of such right or any other rights.

**Clause 17 – Assignment**

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

**Clause 18 – Force Majeure**

Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, war, or government actions.

**Clause 19 – Relationship of Parties**

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or agency relationship.

**Clause 20 – Execution**

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

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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