

# CONTRACT AGREEMENT

Parties: \_\_\_\_\_

## **Seller Details:**

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

Company (if applicable): \_\_\_\_\_

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

Contact Number / Email: \_\_\_\_\_

## **Buyer Details:**

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

Company (if applicable): \_\_\_\_\_

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

Contact Number / Email: \_\_\_\_\_

## **Agreement Terms and Conditions:**

This Contract Agreement (the "Agreement") is legally binding between the Seller and the Buyer. The parties hereby agree as follows:

### **1. Definitions**

In this Agreement, unless the context requires otherwise, the following definitions apply: "Goods" means the items described in the attached Schedule A. "Completion" means the date upon which ownership of the Goods passes to the Buyer.

### **2. Sale and Purchase**

The Seller agrees to sell and the Buyer agrees to purchase the Goods as specified in this Agreement, subject to the terms and conditions set out herein.

### **3. Purchase Price**

The total purchase price for the Goods shall be agreed between the parties and payable in full in accordance with Clause 5.

### **4. Payment Terms**

The Buyer shall pay the Seller the Purchase Price by cleared funds via bank transfer to the nominated account prior to Completion unless otherwise agreed in writing.

### **5. Completion**

Completion shall take place at the location and time agreed by the parties, at which point ownership and risk in the Goods shall pass to the Buyer.

### **6. Warranties and Representations**

The Seller warrants that they have full legal title to the Goods, and that the Goods are free from any liens, charges, or encumbrances. The Goods conform to all descriptions and specifications provided.

### **7. Condition of Goods**

The Goods are sold as seen, and the Buyer acknowledges having had the opportunity to inspect the Goods prior to entering this Agreement.

#### **8. Liability and Indemnity**

The parties agree to indemnify and hold each other harmless against any losses, damages, or claims arising out of any breach of this Agreement.

#### **9. Termination**

This Agreement may be terminated by mutual written consent or as otherwise provided herein.

#### **10. Confidentiality**

The parties agree to keep all terms and conditions of this Agreement confidential except where disclosure is required by law.

#### **11. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

#### **12. Entire Agreement**

This document constitutes the entire Agreement between the parties and supersedes all prior discussions, agreements, or representations.

#### **13. Amendments**

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

#### **14. Notices**

All notices under this Agreement shall be in writing and delivered personally, by courier, or by registered mail to the addresses specified herein.

#### **15. Severability**

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

#### **16. Force Majeure**

Neither party shall be liable for any delay or failure to perform due to causes beyond their reasonable control.

#### **17. Assignment**

Neither party shall assign or transfer their rights or obligations without the prior written consent of the other.

#### **18. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

#### **19. Waiver**

No failure or delay by either party to enforce any right shall be deemed a waiver of such right.

#### **20. Signatures**

The parties have executed this Agreement as a deed, intending to be legally bound.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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

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

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

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

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