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## Sales Agreement

by Documatica Legal Forms Inc.

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THIS SALES AGREEMENT (the 'Agreement') dated this 10th day of October, 2006

**BETWEEN:**

Elizabeth Danielle Jones  
of 206 83rd St.  
Winnipeg, Manitoba

(the 'Seller')

- and -

George Randall Evans  
of 929 Arbutus St.,  
Winnipeg, Manitoba

(the 'Purchaser')

### 1. BACKGROUND

The parties wish to enter into a transaction for the sale and delivery of three crates of apples, (the 'Goods') and have agreed to the following terms:

### 2. CONSIDERATION

FOR AND IN CONSIDERATION of the sum of \$200.00 Canadian Dollars (CAD), the receipt of which from the Purchaser is hereby acknowledged, the Seller hereby sells and transfers the Goods to the Purchaser. The Purchaser will pay by Cash.

Payment shall be made in a single sum, as described in the Payment Schedule below.

Both parties acknowledge the sufficiency of this consideration. Further, the Purchaser agrees to pay any present or future taxes or additional costs associated with the sale

of the Goods, including, but not limited to, sales, use, excise, or similar taxes. The Purchaser may avoid paying these costs upon providing the Seller with a valid tax exemption certificate.

### 3. PAYMENT SCHEDULE

The Purchaser will pay the Seller for the Goods at such time as the Purchaser receives the Goods from the Seller.

### 4. DELIVERY

The Goods will be delivered, via the Purchaser's preferred method of shipment, to the Purchaser at 929 Arbutus St., Winnipeg, Manitoba J8P 5F0. The Seller will furnish the cost of the truck freight or rail freight associated with shipment, whichever amount is lesser.

### 5. RISK OF LOSS

The risk of loss from any damage or casualty to the Goods shall be transferred from the Seller to the Purchaser upon the receipt of the Goods by the Purchaser.

### 6. WARRANTIES

The Seller warrants that:

1. The Seller is the legal owner of the Goods and has the legal right to dispose, bail, alienate and sell the Goods at their will.
2. The Goods are free of all liens and encumbrances.
3. The Seller covenants to defend the title of Goods against:

- A. Any and all claims raised by other parties concerning ownership rights to the Goods.
- B. Any and all demands raised by other parties with right to possession of the Goods.

The Seller warrants that the Goods will be fit their ordinarily intended purpose.

Notwithstanding the security interest created in this Agreement until the Seller is paid in full, the Seller warrants that the Goods are free from all security interests, liens, or encumbrances.

The Seller warrants that the Goods will be delivered free of the rightful claim of any person arising from patent or trademark infringement.

NOTWITHSTANDING ANY ABOVE WARRANTIES, THE SELLER MAKES NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) CONCERNING THE GOODS.

## 7. TERM OF WARRANTIES

Any and all representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.

## 8. INSPECTION

The Seller has provided the Purchaser with the opportunity to inspect the Goods at the time and place of delivery. In executing this document, the Purchaser has accepted the Goods in its present condition.

## 9. REMEDIES

In the case of losses, damages, defective Goods, or similar matters, the Purchaser's

remedy and the Seller's maximum liability shall be for the cost of the particular delivery for which losses or damages are claimed. This cost includes the Purchaser's payment for the Goods, in addition to any transportation costs the Purchaser has paid.

#### 10. CLAIMS

The Purchaser will be assumed to have accepted the Goods unconditionally unless notice of any claim is given within 10 days from the date of delivery.

#### 11. TITLE

Title to the Goods will be transferred from the Seller to the Purchaser at such time as the Purchaser receives the Goods from the Seller, or receives from the Seller an endorsed registrable bill of sale, or similar document of title.

#### 12. SECURITY INTEREST

The Seller retains a security interest in the Goods until the full payment is obtained from the Purchaser.

This sample represents only part of a completed document.  
The remainder of the document has been intentionally omitted.