

---

## Sales Agreement

by Documatica Legal Forms Inc.

---

THIS SALES AGREEMENT (the 'Agreement') dated this 3rd day of January, 3006

**BETWEEN:**

Steve Kooner  
of 726 Fir St.,  
Cincinnati, Ohio

(the 'Seller')

- and -

Paul Smith  
of 3827 Oakridge Cres.,  
Parksville, California

(the 'Purchaser')

### 1. BACKGROUND

The parties wish to enter into a transaction for the sale and delivery of one hundred lemons (the 'Goods') and have agreed to the following terms:

### 2. CONSIDERATION

FOR AND IN CONSIDERATION of the sum of \$59.95 United States Dollars (USD), 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 Certified Check.

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 is informed that the Goods have been transferred to a carrier for shipment to the Purchaser.

### 4. DELIVERY

The Purchaser will pick up the Goods from the Seller's location of business, and provide any necessary pickup vehicles. The Seller will furnish the costs associated with loading of the Goods into or onto the Purchaser's vehicles.

### 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 at such time as the Purchaser is informed that the Goods have been transferred to a carrier for shipment to the Purchaser.

### 6. WARRANTIES

As the Goods are being sold 'as is', the Seller expressly disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Any warranties from the manufacturer of the Goods will remain valid, enforceable and in effect regardless of any statements to the contrary by the Seller. Further, the Seller disclaims any warranty as to the condition of the Goods.

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.

SAMPLE DOCUMENT