

BUYER-SELLER PURCHASE AND SALE AGREEMENT

Location: _____ Contract Number: _____

Seller Information:

Full Legal Name: _____

Government ID or Driver License Number: _____

Residential Address: _____

Phone and Email: _____

Buyer Information:

Full Legal Name: _____

Government ID or Driver License Number: _____

Residential Address: _____

Phone and Email: _____

Item Description:

Item Name/Model: _____

Serial Number or Identification Number: _____

Condition (as disclosed): _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Purpose of Agreement

Seller agrees to sell and Buyer agrees to purchase the item described above on the terms set forth herein. Seller represents that Seller has full right, title, and authority to convey the item and that no third party consent is required other than as expressly stated in this Agreement.

Clause 2 – Condition; AS-IS WHERE-IS

Except as expressly stated in writing in this Agreement, the item is sold AS-IS, WHERE-IS, with all faults, and without any express or implied warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose under applicable law. Buyer acknowledges having had the opportunity to inspect the item and accepts the apparent condition subject only to rights provided herein.

Clause 3 – Equipment, Accessories, and Documentation

At Closing, Seller shall deliver all keys, accessories, manuals, and any other documentation related to the item, including titles, registration, or certificates as applicable. Details of any exclusions shall be listed in an attached Schedule incorporated herein.

Clause 4 – Seller's Representations and Warranties

Seller represents and warrants that Seller is the sole legal and beneficial owner of the item with good and marketable title free of liens and encumbrances. Seller affirms that the identification numbers are true and have not been altered,

and that to Seller's knowledge, the item is not stolen or subject to pending claims.

Clause 5 – Inspection and Acceptance

Buyer may conduct inspections at Buyer's expense prior to Closing. If material deficiencies are discovered that were not previously disclosed, Buyer may terminate the Agreement within agreed timelines and receive a refund of any deposit paid, less reasonable costs incurred. Failure to timely notify constitutes acceptance.

Clause 6 – Risk of Loss and Delivery

Risk of loss or damage passes to Buyer upon physical delivery of the item or transfer of possession as agreed. Seller remains responsible for care and maintenance until such delivery.

Clause 7 – Purchase Price, Deposit, and Payment

Purchase Price, deposit amounts, and payment terms shall be as agreed. Deposit, if any, shall be applied to the Purchase Price at Closing. Final payment shall be by wire transfer, cashier's check, or other immediately available funds acceptable to Seller. Any escrow arrangements shall be documented separately.

Clause 8 – Taxes, Fees, and Registration

Buyer is responsible for all taxes, fees, registration, and other governmental charges related to the purchase and ownership. Seller shall pay costs necessary to clear liens or encumbrances existing before Closing.

Clause 9 – Liens and Encumbrances

Seller shall deliver the item free and clear of liens, claims, or encumbrances except those disclosed in writing. Seller indemnifies Buyer against undisclosed claims.

Clause 10 – Title and Closing Deliverables

Seller shall deliver title documents, bills of sale, lien releases, and other required closing documents properly executed and notarized if required. Buyer shall deliver payment and required documents to effect transfer.

Clause 11 – Maintenance and Care Prior to Closing

Seller shall maintain the item in substantially the same condition until Closing and promptly notify Buyer of material adverse changes.

Clause 12 – Insurance and Transport

Buyer shall arrange insurance and transport after risk passes. Parties shall bear costs and risks as agreed for any relocation prior to Closing.

Clause 13 – Personal Information

Parties agree to process personal information only for purposes related to this Agreement and in compliance with applicable laws and privacy standards.

Clause 14 – Confidentiality

Terms and exchanged non-public information shall remain confidential except as required by law or authorized by parties.

Clause 15 – Default and Remedies

If either party materially breaches and fails to cure within agreed timelines after notice, the non-breaching party may terminate and seek remedies available at law, including retention or recovery of deposits.

Clause 16 – Severability

If any provision is held invalid or unenforceable, remaining provisions remain effective and the invalid part replaced by

a valid provision reflecting original intent.

Clause 17 – Entire Agreement; Amendments

This Agreement along with attached Schedules constitutes the entire agreement. Amendments must be in writing and signed by both parties.

Clause 18 – Notices

Notices shall be in writing and deemed given when delivered by hand, certified mail, overnight courier, or verified electronic means to the parties' addresses.

Clause 19 – Governing Law; Venue; Jury Trial Waiver

This Agreement shall be governed by the laws of the State of _____. Parties consent to exclusive jurisdiction of courts located in _____ County, _____. Each party waives the right to trial by jury to the maximum extent permitted by law.

Clause 20 – Signatures; Counterparts; Attachments

This Agreement may be executed in counterparts, including electronic signatures, which together constitute one instrument. Attached Schedules incorporated by reference include: (i) Equipment/Inventory and Exclusions; (ii) Inspection Terms; (iii) Payment Proof. Parties have executed this Agreement as of the date first written above.

SELLER SIGNATURE

BUYER SIGNATURE

Signature: _____

Signature: _____

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