Australian Goods/Asset Sale contract template

Note: The following is a generic template clause and should be adjusted according to the specific state/territory regulations (e.g. NSW, VIC, QLDB, WA, etc.) and specific facts. Please consult a lawyer or professional before use.

1. Contracting parties and subject matter

Party A (seller) and Party B (buyer) hereby conclude this contract with respect to the following subject matter: details of the subject matter (name, model, quantity, status, serial number, etc.), if the subject matter is real estate, please list the plot, property right information and registration number.

2. Price and payment terms

The total contract price is AUD \_\_\_\_\_\_. The payment method (one-time payment/installments), payment schedule (signing deposit, delivery payment, final payment), and payment account details are specified in this clause. If financing is required, the buyer shall complete the procedures and notify the seller within the stipulated period.

3. Deposit and breach

When signing the contract, the buyer shall pay a deposit of AUD \_\_\_\_\_\_ (which can be included in the total price) to the seller. If the buyer breaches the contract without justifiable reasons, the deposit will not be refunded; if the seller breaches the contract, they shall refund double the deposit or compensate for losses (as agreed by both parties).

4. Delivery and acceptance

The subject matter shall be delivered by the seller before \_\_\_\_ day, and both parties shall inspect and accept the delivery. If the acceptance fails, the seller shall repair or deal with it according to the agreement within a reasonable time. The transfer time of risk and ownership is specified in this article.

5. Quality assurance and declaration

The Seller states that it has the legal ownership of the subject matter and does not conceal any major defects. For the items with warranty, the Seller shall provide the corresponding warranty documents. The contract contains warranties of fitness for purpose, conformity, etc. (if applicable).

6. Taxes and transfer costs

The taxes and fees (such as GST, stamp duty, transfer fee) and related expenses arising from the transaction shall be borne by both parties according to the agreement or according to the law.

7. Confidentiality and trade secrets (where applicable)

Both parties shall keep confidential the trade secrets and sensitive information involved in this transaction, and the breaching party shall be liable for compensation.

8. Force Majeure

If either party fails to perform the contract due to force majeure, it shall promptly notify the other party and exempt or postpone the performance liability within a reasonable period.

9. Dispute resolution and applicable law

In case of any dispute, both parties shall negotiate amicably; if no agreement can be reached through negotiation, the dispute may be submitted to an Australian court or arbitration institution. The applicable law shall be the laws of the states/territories listed in the contract.

 sign ：

Party A (signature):

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

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

乙方(signature):

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

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

Witness (if applicable): Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_ \_\_\_\_

Disclaimer: This template is for reference only. The specific legal consequences shall be subject to the formal contract text and local laws. It is recommended that an Australian practicing lawyer or senior legal counsel review and customize it according to the laws of the state where it is used.