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THIS AGREEMENT is made on

PARTIES

- 1. <<Name of Seller>> E...ress>>] OR [Limited, a private limited company registe...ales with registration number <<Insert company numb...office address>>] (“the S
- 2. <<Name of Buyer>> E...ress>>] OR [Limited, a private limited company registe...ales with registration number <<Insert company numb...office address>>] (“the B

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AGREED TERMS

1. DEFINITIONS

In this Agreement:

The following words and exp... following meanings:

“the Accounts” ... financial statements of the Business, accounts of the Business, including ...t, profit and loss account together ...reon, the cash flow statement and ...rts made up to the Accounts Date;

“the Accounts Date” ... Accounts Date>>;

“the Assets” ... Business to be sold to the Buyer ...se 3;

“the Business” ... <Insert Description of Business>> Seller under the name of <<Insert ... at the date of this Agreement;

“the CJRS” ...’s Coronavirus Job Retention ed as a result of COVID-19 and relevant CJRS Treasury Directions s Act 2020;

“COVID-19” ... rus pandemic;

“Completion” ... sale and purchase of the Business n Clause 8;

“Confidential Inform... idential commercial, financial and ation, know-how, trade secrets, uter software and other information in whatever form or medium and

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“Contracts” (each a
“Contract”)

and orally or in writing, together with
in whatsoever form or medium and
of it relating to the Business;

and agreements relating to the
Schedule 1 to the extent that they
performed in whole or in part at
excluding employment contracts
(es);

“Disclosure Letter”

Seller to the Buyer with the same
document relating to the Warranties [a
attached to this Agreement];

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“Employee”

employed by the Seller and engaged in
Completion, a list of which appears

“Excluded Assets”

Business listed in Clause 4 and
sale to the Buyer;

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“Flexible Furlough”

Employee on Furlough to work on
for the Business in accordance with
CJRS;

“Furlough”

temporary leave under the CJRS where
employees are not working but are kept on
Business;

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“Goodwill”

relating to the Business and the
for the Buyer to represent itself as
Business in succession to the Seller
name “<<Insert Business name>>”];

“Intellectual Property”

trademarks, service marks, registered
patents and rights to apply for any of
the, business and company names,
domain names and e-mail addresses,
trade names and service marks,
copyrights, database rights, know-how, rights in
inventions,

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licenses, consents, orders, statutes
in relation to a right in paragraph (a),

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of the same or similar effect or nature as or
in paragraphs (a) and (b) which now or in
the future exist, and

actions for past infringements of any of

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“Notice”

nts;
notice, demand, consent or other

“Plant”

machinery, equipment, furniture,
ings, tools, vehicles and spare parts
ble assets owned by the Seller and
tion with the Business as listed in

“Property”

rrred to in Schedule 4;

“the Purchase Price”

deration for the Business as set out

“Stocks”

raw materials, components, work-
shed and unfinished goods, bought-
umables, and packaging materials
half of the Seller in connection with

“the Third Party Assets”

ich are used in the Business or are
on of the Seller subject to leasing,
ire-purchase agreements and are
e 5;

“Transaction”

urchase of the Business as effected
nt;

“the Transfer Time”

usiness (which for this purpose shall
be 5.00 pm) on the date of

“TUPE Regulations”

of Undertakings (Protection of
gulations) 2006;

“the Warranties”

set out in Schedule 6 and a
be any one of them.

2. [BUYER’S ACKNOWLEDGEMENT]

The Buyer acknowledges that they have inspected the Business on their behalf and that they have done so in reliance on their own inspection and not in reliance on any inspection, warranty or statement made by or on behalf of the Seller.]

to be sold have been inspected on
Agreement on the basis of that
n, warranty or statement made by

3. AGREEMENT FOR SALE

With effect from the Transfer Agreement, the Seller shall sell the Business as a going concern and subject to the terms of this Agreement, the Seller shall warrant and the Buyer shall buy the Business and its Assets:

and subject to the terms of this
ntee and the Buyer shall buy the
ng Assets:

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- 3.1. the Goodwill;
- 3.2. the Stocks;
- 3.3. the Plant;
- 3.4. the benefit (subject to the terms of the Business);
- 3.5. the Intellectual Property;
- 3.6. the Property; and
- 3.7. all other assets owned by the Seller in connection with the Business but excluding the Excluded Assets.

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4. EXCLUDED ASSETS

The following are excluded from the Purchase Price:

- 4.1. all and any shares or other securities of any company held by the Seller;
- 4.2. all cash in hand or any other assets, including bank balances and all other securities representing them, in any form, whether or not they are held in the Seller's name, as at the Transfer Time, other than those, if any, received as an advance payment for services to be supplied after the Transfer Time;
- 4.3. any right to any credit or other amounts due to or by the Seller or profits or gains made or deemed to be made by the Seller in respect of any matter arising before the Transfer Time;
- 4.4. debts of the Business attributable to goods or services supplied to the Business after the Transfer Time;
- 4.5. the books and records of the Business which shall be given to the Buyer in accordance with any requirement imposed by law to retain (copies of which shall be given to the Buyer at they are required);
- 4.6. the Third Party Assets; and
- 4.7. [other].

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5. PURCHASE PRICE

The Purchase Price shall be the net proceeds of the sale of the Business.

6. STOCKS

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6.1. Stocks have been valued in accordance with the Agreement.

OR

The parties shall procure that the Stocks shall take place within [7] days of the date of the Agreement on the same basis as they were valued in the Accounts at the Transfer Time, adjusted as necessary to account for subsequent transactions.

6.2. Any dispute as to the value of the Stocks shall be referred for final settlement to a firm of [chartered accountants] to be jointly appointed by the Seller and the Buyer. The accountants shall be entitled to inspect the working papers of the Seller's accountants and such other documents as they may reasonably consider necessary. In making their decision, the accountants shall act as experts and not as arbitrators.

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arbitrators. Their decision shall be binding on the parties and the Buyer in such proposed arbitration. The amounts agreed or paid to the Seller immediately after Completion shall be accumulated monthly at Bank of England base rate plus [four] per cent. The Seller shall be liable for all liabilities outstanding at the Transfer Time in respect of the Business.

7. VALUE ADDED TAX (VAT)

7.1. The Purchase Price shall be deemed to be a transfer of a business as a going concern for the purposes of the Value Added Tax Act 1994, and therefore not subject to VAT. The parties shall take all steps that HMRC confirms this determination, pay to the

8. COMPLETION

8.1. Completion shall take place at such location as the parties shall agree in writing. 8.2. On Completion the Seller shall execute, or procure the Buyer to execute, or procure the Buyer to execute, all the Assumptions, all books and records, all information including contracts, all continuing contracts, complete records, contracts and agreements, health and safety records, all documents relating to Intellectual Property, the Contracts, executed Contracts, licences in force, all documents relating to the transfer of the Business previously in force, the sale of the Business, all other books and records, the Disclosure Schedule, the Purchase Price. 8.4. On Completion the Buyer shall take possession of the Property to the Buyer.

of obvious error) be final and borne and paid by the Seller and specify. The amounts agreed or paid to the Seller immediately after Completion shall be accumulated monthly at Bank of England base rate plus [four] per cent. The Seller shall be liable for all liabilities outstanding at the Transfer Time in respect of the Business.

be deemed to be a transfer of a business as a going concern for the purposes of the Value Added Tax Act 1994, and therefore not subject to VAT. The parties shall take all steps that HMRC confirms this determination, pay to the

T is payable on any or all the days of receiving Notice of such VAT specified by HMRC.

transfer Time at such location as the parties shall agree in writing.

case may be), and deliver to the Buyer:

- 8.2.1.1. all the Assumptions;
- 8.2.1.2. all books and records;
- 8.2.1.3. all information including contracts, all continuing contracts, complete records, contracts and agreements, health and safety records;
- 8.2.1.4. all continuing contracts;
- 8.2.1.5. complete records, contracts and agreements;
- 8.2.1.6. health and safety records;
- 8.2.1.7. all documents relating to Intellectual Property;
- 8.2.1.8. the Contracts, executed Contracts, licences in force;
- 8.2.1.9. all documents relating to the transfer of the Business previously in force, the sale of the Business, all other books and records, the Disclosure Schedule;
- 8.2.1.10. all other books and records;
- 8.2.1.11. the Disclosure Schedule;

is a party together with duly assignment or novation of the Property and the Property to the Buyer. The Seller shall execute, or procure the Buyer to execute, or procure the Buyer to execute, all the Assumptions, all books and records, all information including contracts, all continuing contracts, complete records, contracts and agreements, health and safety records, all documents relating to Intellectual Property, the Contracts, executed Contracts, licences in force, all documents relating to the transfer of the Business previously in force, the sale of the Business, all other books and records, the Disclosure Schedule, the Purchase Price.

the Property and duly executed contracts which are in a form which are required to complete the transfer of possession and control to the Buyer; and

Price. The Seller shall execute, or procure the Buyer to execute, or procure the Buyer to execute, all the Assumptions, all books and records, all information including contracts, all continuing contracts, complete records, contracts and agreements, health and safety records, all documents relating to Intellectual Property, the Contracts, executed Contracts, licences in force, all documents relating to the transfer of the Business previously in force, the sale of the Business, all other books and records, the Disclosure Schedule, the Purchase Price.

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- 8.5. The Buyer shall only be liable for the purchase of all of them if the Seller has not previously notified the Buyer in writing of its intention to purchase any of them.
- 8.6. If Clauses 8.1 to 8.5 are not complied with (without prejudice to any other remedy available to the Buyer under this Agreement or otherwise), the Buyer may:
 - 8.6.1. defer Completion until such time as the Seller has complied with the provisions of this Clause 8.6;
 - 8.6.2. proceed to Completion; or
 - 8.6.3. rescind this Agreement.

9. WARRANTIES

- 9.1. The Seller warrants that the information provided to the Buyer in connection with the purchase of the Assets is true and accurate in all respects.
- 9.2. Where any Warranty requires the Seller to provide information or belief of the Seller, it shall be deemed to include information or belief of the Seller after having made all reasonable enquiries.
- 9.3. The rights and remedies available to the Buyer shall not be affected by Completion.
- 9.4. Each of the Warranties is not limited by reference to any other provision in this Agreement.
- 9.5. The Seller agrees to indemnify the Buyer for all costs, claims and expenses arising from the failure of the Seller to comply with any term of this Agreement or any inaccurate or false statements made by the Seller.
- 9.6. Subject to Clause 9.8, a claim shall be valid unless the claimant has not acted reasonably and promptly from the date of this Agreement.
- 9.7. The Buyer shall not be entitled to claim damages in relation to any breach of any of the Warranties if the Seller has acted reasonably and promptly in relation to such breach have been disclosed in the Disclosure Letter.
- 9.8. Other than in the cases of wilful non-disclosure, the Seller's total liability in respect of any claim under any of the Warranties shall not exceed [insert amount] (the "Warranty Cap").
- 9.9. Each of the parties acknowledges that it has not relied on any other representation or warranty.

10. DEBTORS, CREDITORS AND OTHERS

- 10.1. The Buyer shall use all reasonable endeavours to identify and discharge the outstanding debts of the Business at the Transfer Time.
- 10.2. The Buyer shall deliver to the Seller a list of all outstanding debts to the Seller within [10] days of the Transfer Time.
- 10.3. The Buyer shall not be liable for any such debt.
- 10.4. Once a debt is [60] days overdue, the Buyer may pursue the collection of any such debt by means of legal proceedings given the Buyer written notice of its intention to commence such proceedings.
- 10.5. The Seller shall remain liable for all liabilities due to creditors of the Business which were incurred prior to the Transfer Time (other than liabilities incurred after the Transfer Time).

the purchase of the Assets if the Seller has not previously notified the Buyer in writing of its intention to purchase any of them. In any respect at Completion, then the Seller shall be deemed to have acted reasonably and promptly if it may have under the terms of this Agreement or otherwise, the Buyer may unilaterally: 28 days later (and the provisions of Clause 8.6.1, shall apply to the deferred Completion); or to the defaulting party.

of the Warranties is true and accurate in all respects. Where any Warranty requires the Seller to provide information or belief of the Seller, it shall be deemed to include information or belief of the Seller after having made all reasonable enquiries. The rights and remedies available to the Buyer shall not be affected by Completion. Each of the Warranties is not limited by reference to any other provision in this Agreement. The Seller agrees to indemnify the Buyer for all costs, claims and expenses arising from the failure of the Seller to comply with any term of this Agreement or any inaccurate or false statements made by the Seller. Subject to Clause 9.8, a claim shall be valid unless the claimant has not acted reasonably and promptly from the date of this Agreement. The Buyer shall not be entitled to claim damages in relation to any breach of any of the Warranties if the Seller has acted reasonably and promptly in relation to such breach have been disclosed in the Disclosure Letter. Other than in the cases of wilful non-disclosure, the Seller's total liability in respect of any claim under any of the Warranties shall not exceed [insert amount] (the "Warranty Cap"). From the Warranties, it has not relied on any other representation or warranty.

the outstanding debts of the Business at the Transfer Time. In relation to these outstanding debts to the Seller within [10] days of the Transfer Time. The Buyer shall not be liable for any such debt. Once a debt is [60] days overdue, the Buyer may pursue the collection of any such debt by means of legal proceedings given the Buyer written notice of its intention to commence such proceedings. The Seller shall remain liable for all liabilities due to creditors of the Business which were incurred prior to the Transfer Time (other than liabilities incurred after the Transfer Time).

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- 13.3.1. the employee Transfer Time;
- 13.3.2. the termination of any Employee; and
- 13.3.3. any act or omission in violation of the TUPE Regulations.

during the period ending at the Transfer Time of the employment of which is deemed by virtue of the provisions of the TUPE Regulations to be an employee of the Buyer.

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14. CONFIDENTIAL INFORMATION

- 14.1. With effect from Completion, the Seller shall keep secret and confidential all Confidential Information and shall not use nor disclose to any third party any Confidential Information.
- 14.2. The obligations of confidentiality shall not extend to any matter which is in or becomes public knowledge otherwise than by reason of a breach of the obligation of confidentiality under this Agreement or which the Seller is required to disclose or which the Seller is required by law to disclose.
- 14.3. The Seller shall not at any time use in connection with any trade or business any name, logo, domain name or e-mail address which is identical to or similar to “<<Insert Name>>” [or “<<Insert Other Name>>”] or any name, logo, domain name or e-mail address used by the Buyer with the Business, at any time during the period of 5 years commencing on the date of Completion.
- 14.4. The Seller shall at Completion change its name to “<<Insert Name>>” [or “<<Insert Other Name>>”];
- 14.5. The Seller shall lodge the relevant change of name with the Registrar of Companies and pay the relevant name fee, with the Registrar, promptly after it is passed.

CONFIDENTIAL INFORMATION
 The Seller shall keep secret and confidential all Confidential Information and shall not use nor disclose to any third party any Confidential Information.
 The obligations of confidentiality shall not extend to any matter which is in or becomes public knowledge otherwise than by reason of a breach of the obligation of confidentiality under this Agreement or which the Seller is required to disclose or which the Seller is required by law to disclose.
 The Seller shall not at any time use in connection with any trade or business any name, logo, domain name or e-mail address which is identical to or similar to “<<Insert Name>>” [or “<<Insert Other Name>>”] or any name, logo, domain name or e-mail address used by the Buyer with the Business, at any time during the period of 5 years commencing on the date of Completion.
 The Seller shall at Completion change its name to “<<Insert Name>>” [or “<<Insert Other Name>>”];
 The Seller shall lodge the relevant change of name with the Registrar of Companies and pay the relevant name fee, with the Registrar, promptly after it is passed.

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15. NON-COMPETITION

- 15.1. The Seller covenants that it will not directly or indirectly and whether alone or in conjunction with any other person:
 - 15.1.1. at any time during the period of <<insert number of months>> months beginning with Completion, or continue any business or activity whatsoever within [5] miles of the location of any branch or office of the Business;
 - 15.1.2. at any time during the period of <<insert number of months>> months beginning with Completion, or continue any business or activity whatsoever within [5] miles of the location of any branch or office of the Business, if that person who has been at any time during the period of 12 months immediately preceding that date a client or customer of the Business;
 - 15.1.3. at any time during the period of <<insert number of months>> months beginning with Completion, or otherwise seek the custom or business of any person who has been at any time during the period of 12 months immediately preceding that date, a client or customer of the Business;
 - 15.1.4. at any time during the period of <<insert number of months>> months beginning with Completion, or otherwise seek the custom or business of any person who has been at any time during the period of 12 months immediately preceding that date, a client or customer of the Business, if that person is a supplier to the Business at any time during the period of 12 months immediately preceding that date, a client or customer of the Business.

The Seller covenants that it will not directly or indirectly and whether alone or in conjunction with any other person:
 <<insert number of months>> months beginning with Completion, or continue any business or activity whatsoever within [5] miles of the location of any branch or office of the Business;
 <<insert number of months>> months beginning with Completion, or continue any business or activity whatsoever within [5] miles of the location of any branch or office of the Business, if that person who has been at any time during the period of 12 months immediately preceding that date a client or customer of the Business;
 <<insert number of months>> months beginning with Completion, or otherwise seek the custom or business of any person who has been at any time during the period of 12 months immediately preceding that date, a client or customer of the Business;
 <<insert number of months>> months beginning with Completion, or otherwise seek the custom or business of any person who has been at any time during the period of 12 months immediately preceding that date, a client or customer of the Business, if that person is a supplier to the Business at any time during the period of 12 months immediately preceding that date, a client or customer of the Business.

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17. THIRD PARTY RIGHTS

17.1.This Agreement and the terms of it are made for the benefit of the parties and their successors, assigns and are not intended to benefit, or be enforceable for the benefit, of any third party.

in it are made for the benefit of assigns and are not intended to

17.2.Each party represents and warrants that its respective rights to terminate, rescind or agree any amendments to this Agreement are not subject to any prior agreement, arrangement or understanding with any person that is not a party to this Agreement.

respective rights to terminate, waiver or settlement under this Agreement with any person that is not a party to this

18. VARIATION

No variation of this Agreement or on behalf of each of the parties shall be valid unless it is in writing and signed by both parties.

ess it is in writing and signed by

19. SUCCESSORS

The rights and obligations of the parties under this Agreement shall pass to any permitted successor in title.

is Agreement shall pass to any

20. WHOLE AGREEMENT

20.1.This Agreement, and all other agreements, arrangements, understandings or previous representations made between the parties in connection with or in relation to the matter they cover.

ed to in it, constitute the whole Agreement and shall supersede any arrangements, understandings or previous representations in them relating to the subject

20.2.Nothing in this Clause 20 shall limit or exclude any liability for fraud.

clude any liability for fraud.

21. WAIVER

21.1.No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver or shall prevent any future exercise of that right or remedy.

right or remedy provided under of such right or remedy or shall constitute a waiver hereof.

21.2.No single or partial exercise of a right or remedy shall preclude or restrict the future exercise of that right or remedy.

edy under this Agreement shall not constitute a waiver of such right or remedy.

22. PROVISIONS SURVIVING COMPLETION

Any provision of this Agreement which is intended to survive completion of the matter contemplated thereby and which has not been performed at or before completion and other undertakings contained in it shall remain in full force and effect after completion.

uments referred to in it and any other documents being performed after but which survive completion and all Warranties and covenants contained in it pursuant to this Agreement shall remain in full force and effect after completion.

23. FURTHER ASSURANCE

The Seller shall (at its reasonable expense) execute and deliver all such documents, and do all such things as may be required from time to time reasonably necessary for the purpose of giving effect to the provisions of this Agreement and to enable, on completion, the Buyer to enjoy the benefit of ownership of the Property.

ly execute and deliver all such documents, and do all such things as may be required from time to time reasonably necessary for the purpose of giving effect to the provisions of this Agreement and to enable, on completion, the Buyer is able to enjoy the benefit of ownership of the Property.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is an original and which together constitute one and the same document.

counterparts, each of which is an original and which together constitute one and the same document as if each party had signed the

25. COSTS

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<<List contracts>>

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<<List employees and details>>

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<<List Plant>>

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<u>Asset</u>	<u>Owner</u>	<u>n</u>	<u>Date</u>

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[This warranty schedule is short extended depending on the tran

warranties and may need to be

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Except as disclosed in the Disclo

1. All information concerni Disclosure Letter is true,

ned in this Agreement and the in all material respects.

2. All information concerni be disclosed to a prosp

ould reasonably be expected to closed.

3. The Seller has full pov Agreement and is not av or will adversely affect its

perform the provisions of this reasonable control which might ons under this Agreement.

4. The Business has at all laws and regulatory r introduced as a result of,

n accordance with all applicable those laws and regulations ad of, COVID-19.

5. Other than the Third Par and has the right to free

be beneficial owner of the Assets

6. The Seller has all ne necessary to carry on th carried on, all of which COVID-19.

ents, permits and authorities er in which the business is now and have not been affected by

7. Every Contract is at arm and implied terms of eac

as complied with all the express

8. No Contract [which is discharged by frustration such Contract been sus any reason associated w

ess] has been terminated or nce of any obligation under any terially varied, in each case for

9. The Seller has no busine

sert Name>>.

10. There are no claims or p any such claims or proce

the Seller or the Business nor are icipated.

11. No third party has any in

over any of the Assets.

12. The Plant is in good wor

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13. All of the Stock is in good order and is at full price and is at a level to enable the Buyer to continue the Business.

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14. A true and complete copy of all contracts, rental, hire and hire purchase agreements relating to assets is attached to the Disclosure Letter.

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15. The Seller is the legal owner of all Intellectual Property rights used by the Seller all of which are protected by this Agreement.

16. The products and processes do not infringe any third party Intellectual Property rights.

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17. The Business has at all times complied with the personal data protection practices required under the Data Protection Legislation. (**Data Protection Legislation:** means all data protection legislation in force from time to time in the United Kingdom applicable to the Business and privacy including, but not limited to, the UK GDPR (as amended), the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (as amended).)

18. All Stock, Plant and Property are insured against fire and other normal risks and all premiums are paid.

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19. There are no outstanding claims which the Seller is aware of.

20. No major customer of the Business has ceased or threatened to cease trading with the Business within [30 days/3 months] before the date of this Agreement nor is any such customer likely to do so either by reason of COVID-19 or otherwise.

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21. The Accounts disclosed are true and complete and have been prepared on exactly the same basis for the last [5] years and no material adverse change has occurred since they were made up.

22. The Business has in place a robust business continuity plan [including an IT disaster recovery plan] which would enable the maintenance or restoration of business operations upon the occurrence of any event that may materially impair the ability of the Business to continue to trade in the event of a civil emergency, pandemic, or civil unrest.

23. The Seller has identified the actual and emerging threats to the profitability, stability and continuity of the Business arising from COVID-19, the details of which are listed in the Disclosure Letter.

24. The Disclosure Letter contains the following information:

- an employment statement;
- a curriculum vitae;

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- terms of employment
- pension arrangements
- non-contractual arrangements.

arrangements.

25. The Disclosure Letter covers the terms of all Employees who are or have been Furloughed or

of all Employees who are or have been Furloughed or have been on any of the following arrangements:

- the written terms of any flexible Furlough arrangements;
- all CJRS claimant certificates; and
- any communications relating to the CJRS.

flexible Furlough arrangements; claimant certificates; and communications relating to the CJRS.

26. The Disclosure Letter covers the terms of all Employees who have not been Furloughed or Furloughed and have been absent and unable to work for [14] days or more and how such Employees are being paid.

of all Employees who have not been Furloughed or Furloughed and have been absent and unable to work for [14] days or more and how such Employees are being paid.

27. The Seller has complied with its obligations under statute, common law and any applicable provisions relating to COVID-19.

obligations under statute, common law and any applicable provisions relating to COVID-19.

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- 1.1 The Purchase Price shall be the sum of £<<Amount in figures>> (<<Amount in figures>> which shall be paid in cash on Completion by the Buyer)
- 1.2 The Assets shall have the following value for the purposes of the Purchase Price:
- Goodwill £<<Amount in figures>>
 - Stocks £<<Amount in figures>>¹
 - Plant £<<Amount in figures>>
 - Contracts £<<Amount in figures>>
 - Intellectual Property £<<Amount in figures>>
 - Property £<<Amount in figures>>
 - Other assets £<<Amount in figures>>
- 1.3 Unless otherwise specified, the Seller shall be required to be made by the Buyer to the Seller pursuant to the terms of the Purchase Agreement by way of a [banker's] draft in favour of the Seller. The payment shall be made by way of a [banker's] transfer to the following account:
- Bank: << >>
 - Branch: << >>
 - Sort Code: << >>
 - Account Name: << >>
 - Account Number: << >>

¹ Subject to potential adjustment in accordance with the terms of the Purchase Agreement (including the warranties).

Signed by <<Insert Name>> for
on behalf of <<Name of Seller>>
LIMITED

Signed by <<Insert Name>> for
on behalf of <<Name of Buyer>>
LIMITED

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