

SALES OF GOODS AGREEMENT

Provided by:

MAYBERY INC.

COMMERCIAL ATTORNEYS

Tel: (012) 004 1296 Email: reception@mayberyinc.co.za

IMPORTANT NOTICE:

Recent reports indicate increased crime and fraud relating to the trade of personal protective equipment during the COVID-19 pandemic in South Africa. The risks include:

1. buyers paying money over to Sellers, who, in the meantime, have sold the stock to other buyers;
2. buyers paying over funds to fraudulent Sellers, who then disappear with the money;
3. buyers providing proof of funds to criminals posing as legitimate Sellers, who then locate the buyer and force them to transfer money to the criminals' bank accounts;
4. working with unidentified parties who cannot be trusted or traced in the event of the party's failure to deliver;
5. Sellers working with unqualified, un-vetted buyers who waste the Sellers' time; and
6. Sellers receiving payment in cash, causing increased risk to Sellers, their staff and their premises.

We have therefore provided this basic contract free of charge to reduce the risk of these transactions, to help parties identify the entities with whom they are transacting, and to provide recourse in the event the other party fails to perform. Should you require a more comprehensive contract, please contact us. We also provide transaction services to assist parties. For more information, email us at reception@mayberyinc.co.za or call (012) 004 1296. This agreement is provided subject to the parties' acceptance of our standard terms and conditions, which can be viewed at any time at our website, www.mayberyinc.co.za.

FOR YOUR SAFETY, WE RECOMMEND THAT YOU:

1. Keep a copy of the agreement you sign with any party.
2. Ensure you collect the basic identifying documents of the other party, i.e. their ID, proof of residence, bank details, etc. as well as any applicable documentation relating to the goods (like certification documents).
3. Stick to basic safety precautions when concluding any transaction (see our website for more).

1. This agreement **shall / shall not** be transacted via an escrow agent. (circle applicable option) (An escrow agent is a trusted third party who holds the purchase amount in trust on behalf of two parties who are in the process of completing a transaction)

2. If an escrow agent shall be used, then:

2.1. this agreement is subject to further to the terms and conditions of the escrow agent; and

2.2. the escrow agent shall be:

Name: _____ Address: _____

Email: _____ Tel: _____

NOTE: ONLY THE ESCROW AGENT CAN CONFIRM ITS BANK ACCOUNT DETAILS. DO NOT TRUST ANY OTHER PARTY TO PROVIDE THE ESCROW AGENT'S BANKING DETAILS AS THIS MAY INDICATE AN ATTEMPT TO COMMIT FRAUD.

3. **Purchaser's** details:

Name: _____ ID/Company no: _____

Email: _____ Tel: _____

Domicilium Address (where all legal notices will be accepted): _____

4. **Seller's** details:

Name: _____ ID/Company no: _____

Email: _____ Tel: _____

Domicilium Address (where all legal notices will be accepted): _____

5. **Agent's** details:

Name: _____ ID/Company no: _____

Email: _____ Tel: _____

Domicilium Address (where all legal notices will be accepted): _____

6. **THE GOODS**

The Purchaser hereby purchases the following goods from the Seller/Agent (circle applicable option):

Product description (name, model, serial number, etc.) _____

Quantity: _____ Price per unit: _____

7. **PURCHASE PRICE**

VAT (if applicable): R _____ .

Total Purchase Price (incl VAT): R _____ .

The Purchaser shall pay the purchase price on the following terms: (circle applicable option)

7.1. in full and upfront 6.2 _____ % upfront and _____ % after delivery 6.3 via escrow agent (see clause 2.1)

8. **DELIVERY**

8.1. The goods will be delivered in the following manner and at the following time: _____

Initials: _____

9. **AGENT'S COMMISSION**

- 9.1. It is agreed by the parties that the Agent has provided the valuable service of sourcing the stock and introducing the parties.
- 9.2. The agent shall be entitled to payment by the BUYER / SELLER as follows: (circle applicable option)
- 9.2.1. commission of ___ % on the transaction amount
- 9.2.2. a flat fee of R _____ .
- 9.3. Agent's commission shall become payable when _____

10. **BREACH**

Should either Party commit a breach of this agreement and fail to remedy it within 5 days of receiving written notice to do so from the aggrieved Party, then the aggrieved Party shall be entitled, without prejudice to its other rights in law, to cancel this agreement or to claim specific performance.

11. **GENERAL**

- 11.1. South African law shall apply to this agreement.
- 11.2. Subject to clause **2.1**, this agreement constitutes the entire agreement between the parties, and no addition or variation shall be of any force unless in writing and signed by the parties.

Signed by **PURCHASER**
at CITY _____
on this DATE _____

Signature _____

Signed by **SELLER**
at CITY _____
on this DATE _____

Signature _____

The Agent accepts the benefits herein:

Signed by **AGENT**
at CITY _____
on this DATE _____

Signature _____