BULK SALE AGREEMENT

The effective date of this Bulk Sale Agreement (the “Agreement”) is [DATE], made

**BETWEEN: [YOUR COMPANY NAME]** (the “Seller”), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [BUYER NAME]** (the "Buyer"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

THEREFORE, the parties agree as follows:

1. **AGREEMENT TO SELL**

The Seller shall sell to the Buyer, and the Buyer shall buy from the Seller, all of that certain stock of goods, wares and merchandise belonging to the Seller, and now located at [LOCATION], together with all furniture and fixtures therein, belonging to the Seller.

1. **COMPANY CLOSED FOR INVENTORY**

Upon the execution and delivery of this contract, properly signed and executed, and the payment of the earnest money hereinafter mentioned, the location shall be closed temporarily, and an inventory taken immediately, and delivered to the Buyer, at the invoice cost [AMOUNT], without including transportation charges or expenses, deducting, however, any depreciation on account of damages, wear and tear.

1. **INVOICE VALUATION OR ARBITRATION**

The goods, wares and merchandise and furniture and fixtures shall be inventoried at [LOCATION].

1. **TIME TO COMPLETE INVENTORY**

Ten days shall be allowed to complete the inventories, upon which date all of the property shall be thereupon delivered by the Seller to the Buyer.

1. **LIQUIDATED DAMAGES**

All the stipulations, agreements and conditions contained in this contract are to apply to and to bind the heirs, executors and administrators of the respective parties hereto, and, in the case of failure, the parties bind themselves each to the other in the sum of [AMOUNT], as fixed and settled damages to be paid by the failing party.

1. **DEPOSIT IN ESCROW TO SECURE COMPLIANCE WITH BULK SALES LAW**

The Buyer, in consideration of the premises, shall, upon the execution of this contract, deposit in escrow in the [NAME] Bank, the sum of [AMOUNT] as earnest money to bind the trade, the sum to be returned to the Buyer in case the Seller fails to make good title to the property, and upon the consummation of the deal and the tender of the Seller to the Buyer of their certain bill-of-sale to the property, showing that the Seller has complied with all the requirements and conditions of the Bulk Sales Law of [JURISDICTION] and that they will furnish to the Buyer a full and complete list of all the creditors of the company, together with the amounts due the creditors, that the creditors shall be immediately paid, in full, such amounts as may be due them, and that the total amount shown to be due by the Seller shall be deposited in escrow in [NAME] Bank, until all the creditors of the company shall give a release of their claim against the company, or the individual members thereof, the Buyer shall pay to the Seller the total amount of the invoice in cash and the payment shall be accepted in full payment for the property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on [DATE].

BUYER SELLER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title