

Suncoast Sunnies Pty Ltd.

ACN: 139 978 500

ABN: 37 139 978 500

CONTRACT FOR THE MANUFACTURE AND SALE OF GOODS:

General form of a manufacturing agreement

AGREEMENT FOR MANUFACTURE AND SALE OF GOODS

This sales agreement is made on ____/____/____,

between **Suncoast Sunnies Pty Ltd,**

ABN: 37 139 978 500

with its principal office located at

3 Cassia St, Beerwah, Qld 4519.,

and _____ *[name of buyer]*,

_____ *[address]*, _____ *[city]*,
_____ *[state]* (“buyer”).

SECTION ONE.

MANUFACTURE AND SALE; DESCRIPTION

Seller agrees to manufacture and sell to buyer the following goods:

13 Foot Sunnie Caravan, (Reproduction 65 Sunliner)

as set out in our Brochure (the "goods"). Model (Dbl)

The purchase price will be \$27,500.00.

SECTION TWO.

PAYMENT

Buyer agrees to pay for the goods as follows: \$5,000.00 down on execution of this agreement; \$10,000.00 14 days after the agreement is executed; and Remainder of \$12,500.00 upon delivery. If seller should regard its prospect of receiving the last payment insecure, it may demand payment prior to delivery. All payments to be done via Direct Deposit to the specified Bank Account.

Bank, CBA. BSB: 064226. Acc: 10027286.

Acc Name Suncoast Sunnies Pty Ltd.

SECTION THREE.

DELIVERY SCHEDULE

Seller shall commence to manufacture within 2 weeks following receipt of buyer's initial deposit. Subject to the provisions of Section Five, seller will complete such manufacturing and make the goods available for inspection at seller's plant not later than 35 days after construction has commenced. If buyer's inspection discloses defects or adjustments, seller shall have a reasonable time to correct such defects and make such adjustments as are necessary. Buyer shall then have an opportunity to make a final pre-shipment inspection. Seller shall within 5 days of inspection cause the goods to be appropriately packaged and shipped to _____ [address], _____ [city], _____ [state], or to such other destination specified by buyer. Buyer shall pay all expenses of packaging and preparations for shipment, and buyer shall pay all costs of shipment, including insurance on both seller's and buyer's respective interests.

SECTION FOUR.

EXCUSE FOR NONPERFORMANCE

Seller's obligations under this agreement are accepted subject to strikes, labour troubles (including strikes or labour troubles affecting any suppliers of seller), floods, fires, acts of God, accidents, delays, shortage of cars, contingencies of transportation, and other causes of like or different character beyond the control of seller. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement.

SECTION FIVE.

WARRANTIES AND LIMITATIONS

Seller warrants that the goods shall be delivered free of the rightful claim of any third person by way of patent infringement, and if buyer receives notice of any claim of such infringement, it shall, within 7 days, notify seller of such claim. If buyer fails to forward such notice to seller, it shall be deemed to have released seller from this warranty as to such claim.

THERE ARE NO WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

SECTION SIX.

ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of seller as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at _____ [*designate place of execution*]
the day and year first above written.

[*Signature*]