



Swift Australia
 16 Tarlington Place
 Smithfield NSW 2164
 ABN 81086161444

Contract for Sale of Goods

Date:

This Contract for Sale of Goods is made this ___ day of _____, 20__ by and between Swift Racing Shells Australia ("Seller") with its principal place of business 16 Tarlington Place Smithfield NSW 2164, and _____ ("Buyer") with its principal place of business at _____, for the purchase of the goods described below:

Qty.	Item #	Description	Price	Total
-	-	-	TOTAL:	

1. Term. This Contract shall begin on date of invoice and end upon the last delivery for the quantity specified in this agreement, unless the parties agree otherwise. However, if, as of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and sue for damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including legal fees. The buyer will lose the full deposit amount if order is cancelled.

2. Delivery. Buyer will give Seller _____ days' advance notice regarding the quantity requested for delivery. Upon receipt of the request for delivery, Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be F.O.B. Origin Freight Prepaid & added to Invoice. Ownership transferred once boats are unloaded and in turn become the property of the purchaser at this point.

3. Risk Of Loss. The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the Buyer once the goods have been shipped by the Seller.

4. Acceptance. Buyer will have the right to inspect the goods upon receipt, and within two (2) business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods, and Buyer must specify the basis of the claim in detail. Failure of Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by Buyer.

5. Charges. Seller shall invoice Buyer for each shipment. Buyer shall pay all charges on terms of a deposit on order and full payment 3 weeks prior to loading ex works (China). Overdue invoices shall also bear interest at the rate of ___% per _____. If Seller undertakes collection or enforcement efforts, Buyer shall be liable for all costs thereof, including attorney fees. If Buyer is in arrears on any invoice, Seller may, on notice to Buyer, apply the deposit thereto and withhold further delivery until the deposit and all arrearages are brought current.

6. Warranty. Seller warrants that the goods sold hereunder are new and free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to repair, replacement of goods or refund of the purchase price at Seller's sole option. No other warranty, express or implied, is made by Seller, and none shall be imputed or presumed.

7. Taxes. All sales taxes, tariffs, and other governmental charges shall be paid by Seller and are Seller's Responsibility except as limited by the law.

8. Governing Law. This Contract shall be governed by the laws of the State of _____. Any disputes brought against the Seller hereunder will be heard in the appropriate federal and state courts located in _____.

9. Force Majeure. Seller may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, terrorism, embargo, failure of source of supply, or casualty.

10. Miscellaneous. This Contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Contract except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

Seller

Buyer

Purchase Order

To

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Customer #
Terms
Salesperson

Ship To

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Order #	Delivery Via	Routing
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Please Ship the Following Items as Specified

Item	Quantity Ordered	Description	Unit Count	Unit Price	Total Amount
Total					

Special Instructions	Date	Approval Signature
	Purchaser Signature	
	Title	