

SALES AGREEMENT

(Prepared in accordance with the Laws of the Republic of Zambia)

This Sales Agreement ("Agreement") is made and entered into on this **[Insert Date]**, by and between:

SELLER

Full Name/Company Name: _____

NRC/Company Reg. No.: _____

Address: _____

Contact Details: _____

AND

BUYER

Full Name/Company Name: _____

NRC/Company Reg. No.: _____

Address: _____

Contact Details: _____

(Collectively referred to as “the Parties”).

1. PURPOSE

This Agreement sets out the terms and conditions for the sale and transfer of ownership of the following:

Item/Property Description: _____

(Attach schedule or annex where necessary)

2. PURCHASE PRICE

PC | LP

The total purchase price agreed for the sale is:

ZMW [Insert Amount in Words and Figures]

Payable via: ☐ Bank Transfer ☐ Cheque ☐ Cash ☐ Mobile Money ☐ Other: _____

Payment Terms:

- ☐ Lump sum on signing
 - ☐ Instalments (attach schedule)
 - ☐ On delivery/possession transfer
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3. CONDITION OF SALE

The Seller confirms that the goods/property:

- Are legally owned and free from any encumbrances, liens, or third-party claims
- Are sold on an "**as-is, where-is**" basis unless otherwise stated herein

(For land/property, attach copies of title deeds or customary documentation.)

4. WARRANTIES

The Seller warrants:

- They have full legal authority to sell the item/property
 - The goods/property are not subject to any known legal disputes or claims
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5. DELIVERY / POSSESSION

- The Seller shall deliver the item or grant possession on **[Insert Date]**
 - Risk shall pass to the Buyer upon: ☐ Full payment ☐ Delivery ☐ Transfer of Title (tick applicable)
 - Where applicable, title registration shall be completed at the Ministry of Lands or relevant authority
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6. DISPUTE RESOLUTION

Any dispute arising under this Agreement shall first be resolved amicably. If unresolved, the matter shall be referred to **arbitration** under the **Arbitration Act, Cap. 40**, Laws of Zambia.

7. GOVERNING LAW

This Agreement shall be governed and interpreted under the laws of the **Republic of Zambia**, including:

- **Sale of Goods Act, Cap. 82**
 - **Companies Act No. 10 of 2017**
 - **Land and Deeds Registry Act, Cap. 185** (for property)
 - **The Lands Act, Cap. 184**
 - **Contract Law principles under Zambian common law**
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8. CONFIDENTIALITY

All transaction details, including the purchase price and related documentation, shall remain confidential and may not be disclosed to third parties unless required by law or with written consent of the other party.

9. TERMINATION & REMEDIES

Failure by either party to fulfil obligations may result in cancellation of the agreement, restitution, or legal action in accordance with applicable law.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties. No changes shall be valid unless in writing and signed by both parties.

11. SIGNATURES & STAMP

Signed by the Seller:

Name: _____

Signature: _____

Date: _____

☐ Company Stamp (if applicable)

Signed by the Buyer:

Name: _____

Signature: _____

Date: _____

☐ Company Stamp (if applicable)

12. WITNESSES

Witness 1:

Name: _____

Signature: _____

NRC: _____

Address: _____

Witness 2:

Name: _____

Signature: _____

NRC: _____

Address: _____

ANNEXURES (Optional)

- Annex 1: Description of goods/property
- Annex 2: Payment Schedule
- Annex 3: Supporting Documents (e.g., Title Deed, NRC copies, Business Certificate)