**THE REPUBLIC OF UGANDA**

**THE SALE OF GOODS AND SUPPLY OF SERVICES ACT 2018**

**AGREEMENT OF SALE OF GOODS**

**THIS SALE AGREEMENT** is made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2023

**BETWEEN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company duly incorporated and registered in and under the laws of Uganda, of P.O. Box \*\*\* ­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(DISTRICT) (hereinafter

known as "Seller");

**AND**

\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter known as "Buyer") of P.O. Box [....] Head Quarters in ***location***. The Seller and the buyer may herein jointly be referred to as parties and individually as the party.

**WHEREAS,** the seller is ***(Describe the business).***

**WHEREAS,** the buyer is ***(Describe the buyer and location).***

**NOW THEREFORE THE PARTIES AGREE TO BE BOUND** by the terms and conditions set out;

**1. SPECIFICATION OF THE GOODS**

1.1 The seller shall deliver goods as specified hereunder

Type of Goods: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Can be of any type]

Quality of Goods: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Description of the Goods]

Quantity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[How many do you want?]

1.2 In the event of any alteration of Goods as per clause 1.1 above the parties may where deemed fit by the seller in its reasonable discretion, agree to the reduction in price, change of delivery time or other changes as shall be necessary in the circumstances.

**2. PAYMENT AND CONSIDERATION**

2.1 The buyer shall pay the Purchase price of \_\_\_\_\_\_\_\_\_\_(number of goods)is UGX \_\_\_\_\_\_\_\_in figures(price in words)each.

2.2 All late payments attract a surcharge of \_\_\_\_\_% per month [This is used when there are deadlines as to the date of payment].

2.3 All payments shall, under all circumstances, be paid directly to the seller. [In case there is an alternative mode, it can as well be stated]

2.4 Buyer can take possession of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_upon payment of the balance the purchase price on the date of delivery of \_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.5 Title in the \_\_\_\_\_\_\_\_\_\_(product) however will pass to the Buyer upon payment of the full consideration. [These two paras inform whether property in the goods passes; further still, these two paras state it is a contract of sale or agreement to sell goods]

**3. OBLIGATIONS OF THE SELLER**

It is agreed that:

3.1 Delivery of Acquired\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(number of products) - Seller shall deliver the Acquired\_\_\_\_\_\_\_\_\_\_(product), and Buyer shall take possession of the same, at Seller's premises (either in person or through a third party) on or before the date duly agreed by the parties. If delivery is to be made at a date after the execution of this contract, it is Seller's duty to ensure that the Acquired \_\_\_\_\_\_\_\_\_\_(product) is delivered in the same condition as when last inspected by the Buyer (or, if no Buyer inspection, the execution date of this agreement).

3.2 Conveyance of Title. Seller shall also deliver the Registration Certificate in original to Buyer, all necessary paperwork and documentation relating to ownership of the \_\_\_\_\_\_\_\_\_\_\_upon full payment of the \_\_\_\_\_\_\_\_. Seller agrees and covenants to execute all documents presented by the buyer which are necessary to finalize transfer of title and registration upon the Acquired Vehicles to the buyer upon payment in full.

3.3 The seller warrants that all details provided about the \_\_\_\_\_\_\_\_\_(product)are accurate.

3.4 The Seller has made the buyer fully aware of any current faults of which he is reasonably aware of the \_\_\_\_\_\_\_\_(product) and that there are no deliberately hidden faults on the\_\_\_\_\_\_(product)

3.5 The seller is not liable for subsequent faults, normal wear and tear, or defects unless those defects were deliberately hidden or if a guarantee is offered by the seller to the buyer.

**4. OBLIGATIONS OF THE BUYER**

It is agreed that:

4.1 The buyer is to pay the agreed price to the seller.

4.2 The buyer warrants that all details provided are accurate.

4.3 The buyer acknowledges that the acquired \_\_\_\_\_\_\_\_(product) and related documents have been duly inspected and approved by him and have been found to his entire satisfaction.

**5. TITLE AND RISK IN THE GOODS**

5.1 The place of delivery of goods shall be the premises of the buyer.

5.2 Risk and damage to or loss of the goods shall pass to the buyer upon delivery.

5.3 Notwithstanding the foregoing, full legal title and interest in the goods shall remain in the seller and shall not pass to the buyer until the seller shall have received full payment

**6. WARRANTIES**

The seller warrants that all times this agreement is in force:

6.1 It holds adequate insurance to cover its employees and workmen and the goods of the buyer during the time that risk in the goods is upon the seller.

6.2 The seller expressly disclaims any implied warranties of merchantability or of fitness for a particular purpose after due inspection and possession by the buyer.

**7. LAW APPLICABLE**

This Agreement shall be construed in accordance with the Laws of Uganda

**8. TERMINATION**

8.1 Either party [Aggrieved party] may terminate this Agreement immediately by notice in writing.

8.2 If any party in breach of any terms of this agreement fails to remedy such a breach within \_\_\_\_\_\_\_\_\_\_ days; the aggrieved party shall be entitled to terminate upon reasonable notice in writing.

8.3 The parties can, as well, mutually terminate this agreement.

**9. VARIATION**

Any variation to this sale agreement shall be made in writing and signed by both parties.

**10. ACKNOWLEDGEMENTS**

Each party acknowledges that he or she has had an adequate opportunity to read, examine, and consult with attorneys if he or she has so desired.

**11. DISPUTE RESOLUTION**

Any dispute arising out of this agreement shall be referred to a mutually appointed mediator prior to any court action.

IN THE WITNESS WHEREOF THE PARTIES hereto have put their respective hands and

seals; the day and the year first herein above written;

The seller

**SIGNED AND DELIVERED** for and on behalf of the said

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In the presence of**

Name: .................

Signature: ............

The Buyer

**SIGNED AND DELIVERED** for and on behalf of the said

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of;

Name: ..................

Signature: ....................