

Equipment Bill of Sale

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Equipment Bill of Sale

This Equipment Bill of Sale (this "Bill of Sale") is made on [Date of sale] between [Seller's full legal business name], a [Seller's entity type and state/country of formation, e.g. Delaware corporation] ("Seller"), and [Buyer's full legal business name], a [Buyer's entity type and state/country of formation] ("Buyer"). Seller and Buyer are each a "Party" and together the "Parties".

For the Purchase Price stated in clause 2, Seller sells, transfers and delivers to Buyer, and Buyer purchases from Seller, all of the equipment listed on the schedule in clause 1 (collectively, the "Equipment"), on the terms of this Bill of Sale.

1. Equipment Schedule

The Equipment sold under this Bill of Sale consists of the following item(s), each identified by its serial number or asset tag where one exists:

- (a) Item 1: [Description — make, model and type] ; Serial number / asset tag: [Serial number or asset tag, or write "none"] ; Quantity: [Quantity] ;
- (b) Item 2: [Description — make, model and type, or write "N/A" if only one item] ; Serial number / asset tag: [Serial number or asset tag, or write "N/A"] ; Quantity: [Quantity] ;
- (c) Item 3: [Description — make, model and type, or write "N/A" if not applicable] ; Serial number / asset tag: [Serial number or asset tag, or write "N/A"] ; Quantity: [Quantity] ;
- (d) Additional items, if any, are listed on an attached schedule incorporated into this Bill of Sale by reference: ["None" or "See attached Schedule A"] .

2. Purchase Price and Payment

The total purchase price for the Equipment is [Purchase price, in figures and currency] (the "Purchase Price"), exclusive of any sales, use or similar transfer tax, which [State which Party is responsible for transfer tax] shall bear. Buyer shall pay the Purchase Price to Seller by [Payment method, e.g. wire transfer or company check] on or before [Payment due date, or "the date of this Bill of Sale"] .

Seller acknowledges receipt of the Purchase Price in full upon signing this Bill of Sale, unless the Parties have stated a different payment date above, in which case Seller's signature confirms only that the payment terms stated here are agreed, not that payment has already been received.

3. Condition; Sold As Is, No Warranty

The Equipment is sold, and Buyer accepts it, in its present condition, "AS IS" and "WHERE IS", with all faults, as Buyer has inspected it or had the opportunity to inspect it before signing this Bill of Sale.

SELLER MAKES NO WARRANTY OF ANY KIND REGARDING THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, except only for the ownership representation Seller gives in the "Seller's Title" clause below. Buyer is solely responsible for determining, before completing this purchase, whether the Equipment is suitable for Buyer's intended use, and for any cost of repair, replacement or downtime after transfer.

4. Transfer of Ownership; Risk of Loss

Ownership of, and all right, title and interest in, the Equipment transfers from Seller to Buyer upon the later of: (a) the date of this Bill of Sale, and (b) Seller's receipt of the Purchase Price in full. Risk of loss of or damage to the Equipment passes to Buyer at the same point, and Buyer is thereafter solely responsible for the Equipment's transportation, installation, insurance, maintenance and any permit, license or regulatory filing its use may require.

5. Seller's Title

Seller represents that Seller is the lawful owner of the Equipment, has full right and authority to sell it, and that the Equipment is being sold free and clear of any lien, security interest, lease or other encumbrance, except only:

[Any lien, loan, lease or other encumbrance on the Equipment, or write "None"] .

If the Equipment is subject to any lien, loan balance or other encumbrance not disclosed above, Seller remains solely responsible for resolving it and shall indemnify Buyer for any resulting loss, including any loss arising from a third party asserting a claim to the Equipment.

6. Delivery

Seller shall make the Equipment available to Buyer at [Delivery or pickup location] on or before [Delivery date] . Unless the Parties agree otherwise in writing, Buyer is responsible for arranging and paying for transportation of the Equipment from that location.

7. Governing Law and General

This Bill of Sale and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Bill of Sale is the entire agreement between the Parties about the sale of the Equipment and replaces any earlier discussion, understanding or representation about it, whether written or oral. It may be amended only in writing signed by both Parties. If any provision is held unenforceable, the rest continues in force. This Bill of Sale is not binding until signed and dated by an authorized representative of each Party, and may be signed by electronic signature.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Seller

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Buyer

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____