

**OFFER TO PURCHASE**  
(Part of the Assets)

**FROM:** .....

.....

.....

**O1** (hereinafter referred to as the "Offeror")

**TO:** .....

.....

.....

(hereinafter referred to as the "Seller")

(the Offeror and the Seller hereinafter collectively referred to as the "Parties")

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**PREAMBLE**

WHEREAS the Offeror wishes to buy part of some Seller's assets under the terms and conditions hereinafter mentioned;

WHEREAS the Offeror wishes to confirm his offer in writing;

WHEREAS the Offeror is duly authorized and has the capacity to make this Offer;

**NOW THEREFORE, THE OFFEROR DECLARES AS FOLLOWS:**

**1.00 PREAMBLE**

The preamble hereto shall form an integral part hereof.

**O2 2.00 OBJECT**

Subject to the express condition that the Seller observes, respects, and conforms to all clauses, conditions, and stipulations stated hereinafter, the Offeror offers to buy from the Seller, at the price indicated hereafter, the assets described in Schedule "....." of this Offer to Purchase (hereinafter collectively referred to as the "Assets").

**3.00 CONSIDERATION**

**O3 3.01 Purchase Price**

The purchase price shall be ..... dollars (\$.....) plus applicable taxes, for a total of ..... dollars (\$.....).

**O4 3.02 Terms and Conditions of Payment**

The above mentioned purchase price shall be payable as follows:

a) **Initial Deposit**

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The Offeror shall remit to the Seller, together with this Offer, a cheque payable to the Seller in the amount of ..... dollars (\$.....), as initial deposit and partial payment of the purchase price.

b) **Cash Payment**

When signing the Sale Agreement, the Offeror shall pay the sum of ..... dollars (\$.....) by certified cheque payable to the Seller.

**4.00 SPECIAL PROVISIONS**

**4.01 Representations and Guarantees of the Seller**

In accepting this Offer, the Seller represents and guarantees the following to the Offeror. Moreover, the Seller acknowledges that each and every one of the said representations and guarantees are conditions without which the Offeror would not contract. Also, the said representations and guarantees shall be veracious at the time of signing the Sale Agreement.

- a) The Seller is the sole owner of the Assets;
- b) The Seller has the right and the capacity to own the Assets and can freely dispose of them;
- c) The Seller is not involved in any agreement which could affect the Assets;
- d) The Assets are (or shall be at the signing of the Sale Agreement) free and clear of any mortgages, claims, sureties, assignments, seizures or other whatsoever obligations, which could affect them;
- e) The Assets are in good condition and can be properly used or operated;
- f) The sale of the Assets is not to be construed as a sale of a business as defined by the law; and
- g) The Seller is a ..... resident as defined by the law;

If, for any reason whatsoever, it is obvious that the Seller cannot fulfill one or more of the above conditions, or that one or more of the representations and guarantees turn out to be incorrect or inaccurate, the Offeror may cancel this Offer to Purchase. In such a case, the Seller shall immediately return to the Offeror the initial deposit handed over with this Offer.

**4.02 Taxes**

The Parties declare that they are duly registered under the sale tax laws.

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**4.03 Signing of the Sale Agreement**

The Sale Agreement shall be signed within a maximum period of..... (.....) days following the date of acceptance of this Offer to Purchase. This is a strict delay in favor of the Offeror. If the Sale Agreement is not signed within the said delay, then, at the Offeror's discretion and for all intents and purposes, this Offer to Purchase shall become null and void. In such a case, the Seller shall immediately return to the Offeror the initial deposit handed over with this Offer.

**4.04 Place of Signing the Sale Agreement**

The Sale Agreement shall be signed at .....

**4.05 Taking Possession**

The Offeror shall take possession of the Assets on ....., and in doing so, shall assume all expenses.

**4.06 Taking Over the Risks**

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