

ANTIGUA AND BARBUDA

AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 2006, **BETWEEN CLUB LA PERLA LIVING (LIMITED?)** of _____ (hereinafter called “the Vendor”) of the One Part and _____ of _____ (hereinafter called “the Purchaser”) of the Other Part.

WHEREAS:

1. The Vendor has agreed to source and sell to the Buyers furniture for their residential property located in Antigua (collectively hereinafter called the “furniture”) and the Purchaser has agreed to purchase the same from the Vendor;
2. The parties now wish to execute a written agreement in respect of the sale of the furniture.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Vendor will sell, transfer and assign and the Purchaser will buy the furniture as described and listed in Schedule A herein for the price of _____ DOLLARS UNITED STATES CURRENCY (US\$ _____) (hereinafter referred to as the “purchase price”) the said price to be paid in installments as set out Schedule B herein.
2. The completion of this transaction shall take on the ___ day of _____, 2007 at which time the installation of the furniture shall be completed (hereinafter referred to as the “Completion date”).
3. The Vendor warrants and represents to the Purchaser that the furniture are free and clear of all claims, liens, encumbrances or other restrictions and that no sums whatsoever are owing by the Vendor to any third parties in relation to the said furniture.
4. The Vendor warrants that they have good and marketable title to the furniture and has full legal power and authority to convey and transfer the same. The Vendor further warrants that the furniture is all in good working condition.

5. If any default on the part of the Vendor causes the non-completion of this transaction, the Purchaser shall be entitled to the return of the deposit and this agreement shall be at an end subject to the right of the Purchaser to pursue any legal remedy available to them in law and further subject at all times to the maximum liability of Vendor in all circumstances being limited to the value of the purchase price herein.

6. Should the Purchaser fail to complete this transaction without cause, the Vendor shall retain the initial 50% deposit payment and this agreement shall be at an end except in circumstances where the shipping of the furniture to Antigua is already underway. In such circumstances the 50% deposit shall be retained by the Vendor and the Vendor shall further be liable to the Purchaser for the cost of shipping the furniture and all taxes, duties, fees and charges incurred by the Vendor in respect of the furniture.

7. Upon payment of the purchase money in accordance with Schedule B herein the Vendor and all other necessary parties will convey, transfer and assign ownership and possession of the furniture to the Purchaser or to their nominee and such other assurances and documents as may be necessary to carry out this contract. Until such time as the purchase price is paid in full, ownership and title to the furniture shall remain with the Vendor.

8. The parties agree that the Purchaser shall be liable for any additional costs incurred in respect of the furniture should there be any increased costs in respect of shipping, import taxes, duties or the like. The Vendor shall provide the Purchaser with documentary proof of any such cost increases.

9. Any warranty/guarantee given by the Vendor in respect of the furniture shall not exceed the warranties/guarantees (if any) given by the manufacturers and/or wholesalers of the furniture.

10. This agreement shall be construed and have effect in accordance with the laws of Antigua and Barbuda.

IN WITNESS WHEREOF the parties have hereunto set their respective hands the day and year first hereinabove written.

SIGNED by the Vendor)
before and in the presence of:-)
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SIGNED by the Purchaser)
before and in the presence of:-)
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