

# CONTRACT OF SALE

The following contract of sale is hereby entered into between

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

– hereafter »the seller« –

and

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

– hereafter »the buyer« –

for the Internet domain known as \_\_\_\_\_

## § 1 Contract of Sale

This contract is for the sale of the domain known as \_\_\_\_\_.  
The seller undertakes to make all the necessary arrangements to enable him to

effect the transfer of the domain to the buyer. He will do so at the very latest by \_\_\_\_\_.

## § 2 Purchase Price, Additional Costs

The price of purchase is EUR \_\_\_\_\_ plus sales tax EUR (in words: \_\_\_\_\_).

A deposit of EUR \_\_\_\_\_ is to be paid by \_\_\_\_\_. The balance in the amount of EUR \_\_\_\_\_ is payable ten days after the successful transfer of the domain to the buyer.

The transfer is successful as soon as the buyer has been entered into the appropriate WHOIS databank as the holder of the domain.

The seller is responsible for any additional costs levied on him by his provider / registrar. The buyer is responsible for any additional costs levied on him by his provider / registrar.

## § 3 Duty of Co-operation

The buyer undertakes to co-operate with the fulfilment of any tasks necessary for the transfer of the domain.

## § 4 Assurances, Guarantees

The seller guarantees that he has never received a caution in relation to the domain name and that no interim injunction or other court decision has ever been made against him in relation to the same. He also guarantees that he has no knowledge whatsoever of any such imminent action.

The seller can make no further assurances as regards the absence of legal defects in the domain. An exception is made in the case of legal defects fraudulently withheld from the buyer.

## § 5 Liability

The seller's liability extends to fraudulent and negligent conduct and / or misstatement.

In the case of negligence, the seller limits his liability to breaches of conditions of the contract. His liability is further limited to the value of the purchase price of the domain.

## § 6 Law Applicable, Court of Jurisdiction

Solely the law of the Federal Republic of Germany is to be applied to this contract. As far as is permitted, the court with jurisdiction over all claims relating to this contract is \_\_\_\_\_ .

OR

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_ (e. g. Germany) Venue for any disputes is the District of \_\_\_\_\_(e. g. Munich).

nicht Zutreffendes streichen

## § 7 Form of the Contract

Any alterations or supplements to this contract must be made in writing. This also applies to the alteration of this clause.

## § 8 Construction of the Contract

If any individual term of this contract is or becomes fully or partly ineffective or void, the effectiveness of the rest of the contract shall remain unaffected. The parties to the contract undertake to replace any such ineffective or void term. The replacement term should reflect the legal and above all the commercial intention of the parties as closely as possible.

In the event that terms of this contract must be construed and/or supplemented, this should be done having the greatest possible regard for the purpose and content of the contract. The presumed intention of the parties, had they discovered the need for construction and/or supplementing the contract, should also be considered. The same is to apply to matters on which the contract is silent.

§ 9 Other Provisions

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Place, Date

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Signature of Buyer

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Place, Date

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Signature of Seller