

**CP110 Warranties for share**

**Important note:** warranties  
the wording where appropriate  
and usage at [www.NetLawman.com](http://www.NetLawman.com)  
here is not necessary. A pro

To use these warranties, insert  
in the shareholders' agreement  
immediately before the pro

**1 Warranties by the Company**

- 1.1 For the purposes of this Agreement, the Company is a Shareholders' Company.
- 1.2 The Company warrants that the warranties given in this Schedule, subject to the provisions set out in Schedule 1, have been handed to the shareholders.
- 1.3 Where any warranty is made in reliance on the knowledge, information or belief of any person, the Company makes full enquiry into the accuracy of that knowledge, information or belief.

be used selectively, editing  
the wording where appropriate  
of explanation of tactics  
at [www.NetLawman.com](http://www.NetLawman.com)  
php, so further explanation  
with this document.

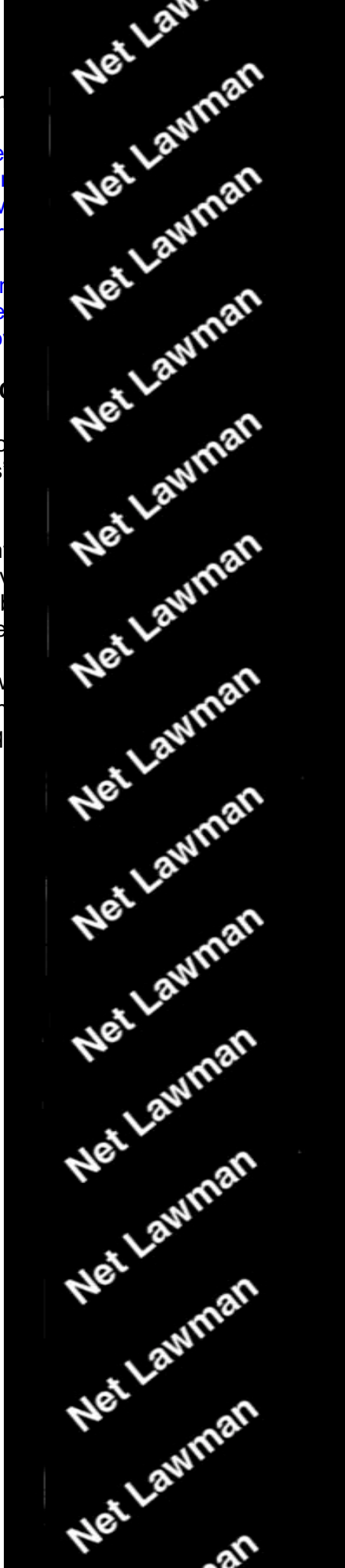
new numbered paragraph  
may conveniently be placed  
Here are the words:

**Shareholders**

Shareholders [name] and "Executive  
Directors" shall mean the persons named in this agreement except the

Shareholders guarantee the  
warranties set out in the Warranties  
Schedule, a draft copy of which has been

If disclosure refers to the  
Company, it undertakes that it has  
warranty.



## Warranties Schedule

### Contents

- 1 Assets
- 2 Stocks
- 3 Accounts
- 4 Employees
- 5 Licences, consents
- 6 Insurance
- 7 Joint ventures and p
- 8 Statutory restrictions
- 9 Litigation
- 10 Sellers activities
- 11 Contracts
- 12 Defective products a
- 13 Freehold properties
- 14 Leasehold properties
- 15 Intellectual property
- 16 Internet domain nam
- 17 General



[It is recommended that all to facilitate the cross refer

ecutively numbered, so as sure.]

The following words have th

his Warranties Schedule:

“Accounts Date” means Comp

ed annual accounts of the

“Assets”

any.

“Business”

any.

“Contracts”

interes

he Company is currently

“Disclosures”

the sig

be handed to the Lender on

“Domain Names” means Busine

e Company and used in the

“Properties”

of this s

d properties listed in Part 2

“Stock”

Busine

of good, to be used in the

1 **Assets**

1.1 The Company made for them

and full payment has been

1.2 All the Assets

option or lien.

1.3 There is no dis

to any of the Assets.

1.4 The Assets co necessary for

he Business and which are as now carried on.

1.5 Schedule 2 co

the fixed Assets.

1.6 The plant, ma Assets:

ment comprised in the fixed

1.6.1 are in working

condition and satisfactory

1.6.2 have be

ned;

1.6.3 are ad Busines

the requirements of the

1.6.4 would  
place)  
amount

the Business did not take  
ns at a cost in excess of £[  
r today.

## 2 Stocks

2.1 The Stock is s

nts of the Business.

2.2 All of the Sto  
business at fu

old in the normal course of

2.3 The work-in-p  
regard to the

s at its normal level with

2.4 The stocks o  
included in th  
current tradin

aterials and finished goods  
adequate in relation to the

## 3 Accounts

3.1 Since the Acco

3.1.1 the Bu

way;

3.1.2 neither  
Busine

or trading position of the

3.1.3 the Co  
financi  
facilitie

d any money or taken any  
ss except for the overdraft  
Disclosures;

3.1.4 the Co  
with the

he Business in accordance

3.1.5 so far  
Busine  
or circu

e trading prospects of the  
ed as a result of any event

3.2 The Account  
accurate and  
Business in a

ered accountants and are  
e financial position of the

3.3 The manager  
Date until [ da  
arising in the  
expenses in  
materially mis

e period from the Accounts  
ar as they state the income  
which they relate and all  
the Business and are not

3.4 All the books

3.4.1 have b

kept and completed;

3.4.2 do not  
kind;

es or discrepancies of any

3.4.3 give a r  
of the B

ontractual and trading position  
y, fixed and

**This document has total 13 pages. Here preview is shown for first 4 pages only.**