

ADAC Second-hand Car Sales Contract (private sale)



**This translation is for your information only.
Please complete and sign the German sales contract!**

Important:

Please note that the legal provisions on warranty for defects in Germany were amended on 1 January 2002. The contract below only applies to the **private sale of a used car**. The “**exclusion of warranty**” below will be invalid, if a person sells a car on a commercial or business basis.

Caution: In addition to commercial car dealers, this also includes for instance **tradespeople, physicians, lawyers or architects** selling their used business vehicle.

Important notes for the seller:

Have the car checked by ADAC. Your car will sell better if you can provide an inspection report. Contact your local ADAC office for the nearest inspection centre or ADAC-appointed automotive engineer assessor, or go to **www.adac.de**.

Ensure that the **buyer** has full legal capacity, i.e. is **over 18**.

Check whether the buyer holds the required driving licence if he/she wants to test drive the car.

Complete the Sales Contract forms and the attached sales notifications with the **buyer's full name and address**. Compare the data with the buyer's identity card or passport. Enter the identity card or passport number and the issuing authority in the Sales Contract.

Ensure that the contract includes any information on **defects or damage to the car**, particularly those due to an accident. According to German court practice the seller must disclose, unasked, also minor accident damage.

If possible, stipulate that the **full purchase price shall be paid in cash** on the delivery/collection of the car. Problems may arise where deferred or instalment payment is granted or payment is made by cheque.

Hand the car's **Part II Registration Certificate** over to the buyer only **after receiving full payment** of the purchase price.

Insurance cover will automatically be transferred to the buyer with the transfer of title.

Any damage arising from an accident caused by the buyer after the transfer of title will therefore not affect the seller's no-claims bonus, even if the change of ownership has not been registered.

Send the fully completed (!) sales notification to the vehicle registration office and the insurance company without delay. Vehicle tax liability will only pass to the buyer the moment the registration office receives the sales notification. Keep copies of the sales notification.

If the buyer fails to notify the change of ownership, you may be liable for renewal payment of the vehicle tax and insurance premium.

If in doubt, you should follow our advice:

- Go with the buyer to the registration office and have the change of ownership registered, or
- have the vehicle's registration cancelled temporarily (in which case the buyer will need temporary plates or customs plates when collecting the vehicle) **before** you hand over the car to the buyer. This applies in particular where the buyer cannot prove residence in the Federal Republic of Germany.

If you have problems when buying or selling a second-hand car: ADAC members receive legal advice from ADAC-appointed lawyers in all traffic and vehicle-related matters. Contact any local ADAC office for a list of appointed lawyers or visit our website at **www.adac.de/rechtsberatung**. The initial consultation is free. For technical advice, please contact the experts at your ADAC regional club.

Important notes for the buyer:

Request that the **vehicle be inspected by ADAC** and ask for the presentation of an inspection report or carefully check and **test drive** the vehicle.

Check **all details of the vehicle's registration documents**. In the case of an EU import vehicle, request the EU Certificate of Conformity (CoC).

Request the presentation of a **written authorisation to sell** and identification of the person acting on the car owner's behalf if the owner is not available in person to handle the sale. Take down the address of the person acting on the car owner's behalf.

Ensure that **additional equipment and accessories** are detailed in the contract (if necessary, use an extra sheet signed by both parties).

The insurance cover taken out for the vehicle (third party only or Casco) will be transferred to you with the purchase.

Check whether the insurance company covering the car offers acceptable premiums and decide whether or not to maintain such cover. You can also sign a new policy.

Have the vehicle **registered in your name without delay** at your local registration office (at your place of principal residence).

You will need the following documents:

- Part I Registration Certificate (or, if you temporarily cancelled your vehicle registration before 1 October 2005, the cancellation certificate)
- Part II Registration Certificate
- Certificate of the last mandatory vehicle test
- Confirmation of insurance (cover note)
- Identity card or passport and residence certificate
- When changing your registration district: number plates
- Direct debit mandate of the vehicle keeper for vehicle tax

If you do not call at the registration office in person, your authorised representative must have a written power of attorney. When applying to register the vehicle, your representative must present his/her identity card/passport and your identification document (forms available at www.adac.de).

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Seller (private Person):

▼ Last name, first name

▼ Street

▼ Post code ▼ Place

▼ Date of birth ▼ Phone

Buyer:

▼ Last name, first name

▼ Street

▼ Post code ▼ Place

▼ Date of birth ▼ Phone

▼ Identity card or passport no. + issuing authority

▼ Registration no. ▼ Vehicle Identification Number

▼ Next mandatory vehicle test ▼ First registration on

Vehicle:

▼ Make ▼ Type

▼ Part II Registration Certificate no.

Total purchase price:

▼ € ▼ In words

Exclusion of warranty: The vehicle is sold without any warranty. Warranty cannot be excluded for damage caused by the seller's or his/her vicarious agent's gross negligence or deliberate breach of duty and for personal injury. The seller assigns any warranty claims against third parties to the buyer.

I. Seller's representations:

1. The seller warrants:

- 1.1. that he/she is the legitimate owner of the vehicle and all additional equipment and accessories.
- 1.2. that the vehicle is fitted with the following additional equipment or accessories:

- 1.3. that the vehicle, while owned by the seller, has had

- no accident damage
 no other damage (e.g. hail damage)
 the following damage or accident(s)
(number, type and extent)

2. The seller represents:

- 2.1. that before the seller's ownership, the vehicle, to the best of his/her knowledge and belief, has had

- no accident damage no other damage
 the following damage only

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- 2.2. that the vehicle, to the best of his/her knowledge and belief, is equipped with

- the original engine
 another engine (new or used replacement engine)

- 2.3. that the vehicle, to the best of his/her knowledge and belief,

- was not used commercially
 was used commercially (e.g. taxi, rental car, driving school vehicle)

- 2.4. that the vehicle total mileage, to the best of his/her knowledge and belief, amounts to _____ kilometres

- 2.5. that the vehicle, to the best of his/her knowledge and belief, has had _____ (number) registered owners (seller included).

- 2.6. that the vehicle is an EU import or parallel import yes no

3. An ADAC inspection report is available yes no

II. Buyer's representations:

1. The buyer undertakes to register the vehicle in his/her own name without delay.
2. The buyer acknowledges that the seller will remain the owner of the vehicle until the purchase price is fully paid.

III. Additional agreements:

▼ Place / date

▼ Seller's signature
X _____

▼ Buyer's signature
X _____

The buyer confirms receipt of

- the vehicle registration certificates (parts I and II) and the latest mandatory vehicle test certificate
 the vehicle with _____ keys

▼ Place / date / time

- if the registration of the vehicle was temporarily cancelled: Part I Registration Certificate (or temporary cancellation certificate), Part II Registration Certificate and the latest mandatory vehicle test certificate
 the ADAC inspection report
 if the vehicle is an EU import: the EU Certificate of Conformity (CoC), where applicable

▼ Buyer's signature
X _____

The seller confirms receipt of

- the purchase price

▼ Place / date / time

- a down payment of _____ €

▼ Seller's signature
X _____

Buyer's copy

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- the purchase price

▼ Place / date / time

- a down payment of _____ €

▼ Seller's signature

Seller's copy

