

## AGREEMENT FOR THE SALE OF A MOTOR VEHICLE

Entered into by and between:

**(NAME AND SURNAME)**

A major (un)married man/woman, residing at

.....Street No. .... , (town, province)

(Hereinafter called "the Seller")

and

**(NAME AND SURNAME)**

A major (un)married man/woman, residing at

.....Street No. .... , (town, province)

(Hereinafter called "the Purchaser")

1. CONTRACT OF SALE

1.1 The Seller sells the Purchaser 'n (year, model), (make of vehicle), with registration number ..... and chassis number ....., hereinafter known as "the vehicle". The purchase price is R.....

1.2 All taxes, fiscal levies and licence fees arising from this contract of sale shall be paid by the Purchaser.

2. PAYMENT

2.1 The purchase price is payable in cash on the date on which the vehicle is delivered to the Purchaser.

3. DELIVERY AND OWNERSHIP

3.1 The vehicle shall be delivered to the Purchaser on (day, month, year). Ownership of the vehicle is transferred to the Purchaser on delivery of the vehicle. The Seller hereby guarantees that he/she is the current owner of the vehicle.

3.2 The Seller shall, together with the delivery of the vehicle, hand over all documents that will enable the Purchaser to register the vehicle in his/her name.

3.3 The Seller further undertakes to give his/her cooperation so that the vehicle can be registered in the name of the Purchaser.

#### 4. RISK, PROFIT AND LOSS

The risk that the vehicle may be damaged through an act of God or chance or fail or be lost or stolen, passes to the Purchaser on delivery of the vehicle to the Purchaser.

#### 5. DEFECTS

5.1 The vehicle is sold as is, "voetstoots". The Purchaser admits that he/she has inspected the vehicle and that there are no patent defects in the vehicle. The Seller places it on record that there are no patent or lateral defects in the vehicle of which he/she is aware.

5.2 The Seller is obliged to obtain a roadworthiness certificate for the vehicle at his/her own cost.

#### 6. BREACH OF CONTRACT

If any party breaches the contract, the other party can:

6.1 Demand specific compliance plus damages; or

6.2 Cancel the contract, revindicate any performance already rendered and recover damages.

#### 7. General

7.1 This agreement forms the complete agreement between the parties.

7.2 No amendment, addition or change of this agreement will have any power and effect unless reduced in writing and signed by all parties.

7.3 No waiver of any terms and conditions of this agreement will be binding for any purpose unless reduced in writing and signed by both parties.

7.4 Non-fulfilment or postponement in the execution of any rights will not be regarded as a waiver thereof.

SIGNED AT.....ON.....DAY OF.....20.....

WITNESSES:

1.....  
.....  
(SELLER)

2.....  
.....  
(PURCHASER)