

MEMORANDUM OF AGREEMENT
(CASH SALE OF MOTOR VEHICLE)

1. Parties

1.1 *(name of seller)*
Hereinafter referred to as "the Seller"

and

1.2 *(name of purchaser)*
Hereinafter referred to as "the Purchaser"

WHEREBY IT IS AGREED AS FOLLOWS:

2. Sale and Purchase

The Seller hereby sells to the Purchaser who hereby purchases upon the terms and conditions hereinafter set forth the motor vehicle described in the following schedule and hereinafter referred to as "the Vehicle".

Year of manufacture :

Make :

Type :

Registration number :

Chassis number :

Particular of all accessories in sale :

3. Purchase Price and Manner of Payment

3.1 The price payable by the Purchaser to the Seller for the Vehicle is the sum of R.....(.....)

3.2) Payment of the purchase price will be made in one installment on _____.

3.2 Payment of the purchase price will be made by way of, a Bank Guaranteed cheque drawn by the Purchaser's Bank in the name of the

Seller which cheque will be deposited into the bank account of the Seller. Payment will be effective once the funds are available to the Seller.

4 Delivery

- 4.1 Delivery of the vehicle shall take place on _____ after payment of the purchase price.
- 4.2 The Purchaser shall collect the said vehicle from the Seller at the place as agreed upon by the parties.

5. Risk and Benefit

- 5.1 The risk and benefit in the vehicle shall pass to the Purchaser on delivery

6 Roadworthy Certificate

- 6.2 The Purchaser shall take the necessary steps at his own expense, to render the vehicle fit for a roadworthy certificate which certificate the purchaser must obtain at his own costs.

7. Registration

- 7.1 The Purchaser shall at own expense cause the said vehicle to be registered and licenced.
- 7.2 The Seller shall sign such forms and deliver to the purchaser such documents as may be necessary to enable the Purchaser to register the Vehicle in his name
- 7.2 Should the Purchaser not register the vehicle into his name within 21 days after delivery, the Seller will be entitled to, in his sole discretion and without any notice to the Purchaser, cancel the registration of the vehicle.

8. Indemnity

- 8.1 The Purchaser hereby indemnifies the Seller, as of delivery date, against any parking tickets, speeding fines or other claims of whatsoever nature, issued in terms of the Road Traffic Act or Regulations, or any other criminal act involving the vehicle.

9. Defects and Deficiencies

- 9.1 The Purchaser confirms that he inspected the vehicle before the signing of this agreement and that he is satisfied with the condition of it.
- 9.2 The Purchaser hereby agrees that the sale is “voetstoots” and the Seller shall not be answerable for any deficiency or defect latent or otherwise.
- 9.3 The Purchaser further acknowledge that no warranties or representations have been given or made as to the state, condition or fitness of the Vehicle which he takes with all faults and agrees to accept all risks of whatsoever nature.
- 9.4 The Purchaser confirms that he inspected the registration documents and that he is satisfied with the content thereof.

10. Default

10.1. Should the purchaser at any stage fail to fulfill any of his obligations in terms of this contract, the seller shall be entitled, without derogating from any other remedies that he may have, to do the following:

- a) to claim the whole amount forthwith; or
- b) to cancel the contract and
 - aa) claim the whole amount forthwith, and
 - bb) to claim the return of the vehicle, and
 - cc) retain any amounts already paid; or
- c) to cancel the contract and claim damages

11. Domicilium

The parties choose the following addresses as their respective Domicilium citandi et executandi:

11.1 The Seller

11.2 The Purchaser

12 Jurisdiction and Costs

12.1 The parties submit to the jurisdiction of the magistrates' court having jurisdiction over the person of the party concerned.

12.2 The purchaser shall be liable for any legal costs incurred by the Seller in enforcing or protecting his rights in terms of this contract as between attorney and client.

13 Non Variation

13.1 This agreement contains the sole and entire agreement and no guarantee or representation not contained in this document shall be of any force or effect.

13.2 All variations of terms and conditions of the agreement shall not be valid and binding unless reduced to writing and signed by both parties.

14 No Waiver

14.1 No relaxation or indulgence granted by the Seller and no omission by the Seller timeously or diligently to enforce any right under this agreement shall be deemed to amount to a waiver of that or any other right.

THIS DONE AND SIGNED AT **(PLACE)** ON THIS DAY **(DATE)** DAY OF **(MONTH AND YEAR)**.

As witnesses:

1. _____

Purchaser

2. _____

Seller