

— L I P C O —  
LAW  
FOR  
ALL

## OFFER TO PURCHASE - USED Vehicle

This is a written contract that sets out the terms and conditions of the sale of a used

### THE SELLER

Name & Surname:

ID Number:

Address:

(the address acts as the domicilium citandi et executandi)

Email:

Cellphone Number:

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### THE BUYER

Name & Surname:

ID Number:

Address:

(the address acts as the domicilium citandi et executandi)

Email:

Cellphone Number:

## 2. THE Vehicle

The Buyer agrees to buy the Vehicle subject to the terms and conditions of this agreement, and the Seller agrees to sell the following motor Vehicle described as:

Make:	<input type="text"/>
Model:	<input type="text"/>
Year of Manufacture:	<input type="text"/>
Registration Number:	<input type="text"/>
Date First Registered:	<input type="text"/>
Colour:	<input type="text"/>
VIN Number:	<input type="text"/>
Engine Number:	<input type="text"/>
Speedometer Reading:	<input type="text"/>
Details of all accessories:	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

(e.g. spare wheels, tools, radio, air conditioning unit, keys, service book etc.)

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## 3. PRICE & MANNER OF PAYMENT

3.1. The Buyer agrees to purchase the Vehicle for the following

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3.2. A deposit amount must be paid upon signing this agreement in the amount:

R

3.3. The balance of the purchase price is payable on or before the  of  20 .

3.4. All amounts must be paid without deduction or set off, directly into the Seller's bank account:

Bank:	<input type="text"/>
Branch Code:	<input type="text"/>
Account Holder:	<input type="text"/>
Account Type:	<input type="text"/>
Account Number:	<input type="text"/>

## 4. INSURANCE

- 4.1. The Buyer will at its expense, ensure that the Vehicle is comprehensively insured with a reputable insurance company.
- 4.2. The Seller will cancel the current insurance on the Vehicle on the  of  20 .
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## 5. RISK & LIABILITY

- 5.1. The Seller has the full right and authority to sell and transfer the Vehicle, and warrants the Buyer against ejectment.
- 5.3. The Buyer acknowledges that no guarantees or warranties relating to condition or quality were made or implied by the Seller.
- 5.4. The Buyer acknowledges that the Vehicle is used, and that it has inspected it. The Buyer also acknowledges that he/she is satisfied that the Vehicle is in good order and working condition.
- 5.5. The risk in the Vehicle will pass to the Buyer who remains liable to pay the full balance of the purchase price despite any damage, depreciation, loss or destruction of the Vehicle.
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## 6. DELIVERY

The Seller will hand over possession of the Vehicle to the Buyer once the full purchase price has been paid and reflects in the Seller's bank account.

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## 7. REGISTRATION

- 7.1. The Buyer will pay all costs involved to register the Vehicle in its name, as well as the costs to obtain a Roadworthy Certificate.
- 7.2. The Seller will sign and provide all necessary documents to enable the Buyer to register the Vehicle in its name.
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## 8. DEFAULT

If the Buyer fails to pay the deposit amount, any instalment, or balance of payment on the agreed due date, or breaches any of the terms and conditions of the sale agreement, the Seller may:

- a. Claim specific performance (without prejudice to any other rights it may have).
  - b. Cancel the agreement, take occupation of the Vehicle and claim damages it may have suffered. In such an event any money already paid, will be forfeited to the Seller.
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## 9. CANCELLATION

Should either the Seller or the Buyer breach the terms of this agreement, and fail to correct the breach within **7 (seven) days** of receiving written notice to do so, the aggrieved party may cancel the agreement by giving written notice.

Initials

Initials



### 13. SIGNATURES

Signed at  on  of  20 .

The Buyer:

Witnesses:  Witness 1

Witness 2

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Signed at  on  of  20 .

The Seller:

Witnesses:  Witness 1

Witness 2

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#### DISCLAIMER

LAW FOR ALL cares about the legal rights of South Africans and have made it our goal to make the law affordable and accessible to all. This contract template has been designed with you and protection of your rights in mind. Although we have taken every care to ensure that this document is accurate and up to date with the law, it is important to remember that our law is constantly evolving and changing. We therefore cannot guarantee that the information is without any errors or omissions. We've made this contract template available to help you. LAW FOR ALL and its employees will under no circumstances accept liability for the consequences resulting from the use of this template. We believe that it's important to always discuss legal matters with an attorney before making a decision or signing a document.