

ADAC Second-hand Car Sales Contract (private sale) **(English translation for convenience only)**

Important!

This contract is only valid for 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**.

Please note: In addition to commercial car dealers, this also includes for instance **tradespeople, physicians or architects** selling a vehicle used mainly for business purposes.

Also, it is worth noting that as the seller you are liable for the accuracy of your warranties (I.1) and representations (I.2) below even if you were not aware that the car was damaged, for instance, in an accident. It reflects

long-standing case law in Germany that the seller is obliged to proactively provide information even about minor accident damage. If you are not sure whether or not your vehicle had been damaged (in an accident), then tick "keine Angaben" (not known or n/k). If a seller makes a representation stating a fact **"to their knowledge"** (cf. number I.3) it means nothing more than that they believe the statement to be true and they are not liable for the accuracy of such statement unless it was a fraudulent misrepresentation. If in doubt, you can seek legal advice from ADAC (see box below).

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 ADAC inspection centre or ADAC-appointed automotive engineer assessor or go to **adac.de**.

Ensure that the **buyer** has full legal capacity, i.e. is over **18 years of age**. Check whether the buyer holds the required driving licence if they want to test drive the car. You can find a template agreement on liability during a test drive at **adac.de** (German only).

Complete the sales contract forms and attached sales notifications with the **buyer's full name and address**. Check the information against the buyer's ID card or passport. Enter the ID card or passport number and the issuing authority in the sales contract.

Try to stipulate that the full purchase price is **paid in cash** when you hand over the car, since you may find yourself facing trouble if you grant deferred or instalment payment.

In any case, hand the car's **part II registration certificate** over to the buyer only after you have received **full payment** for the car.

Under applicable laws, **insurance cover** will automatically transfer to the buyer upon purchase of the vehicle. Any damage arising from an accident caused by the buyer after vehicle handover will therefore not affect your no-claims bonus, even if the change of ownership has not yet been registered.

Send the fully completed sales notification to the vehicle registration office and the insurance company. Keep copies of the sales notifications. If the buyer fails to register the change of ownership, you may be liable for renewal payment of the vehicle tax and insurance premium.

This is 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 before you hand over the car. This is all the more important if the buyer is not resident in Germany.

The buyer will then need either temporary or customs plates or a trailer to pick up the vehicle.

If you have problems when buying or selling a second-hand car: ADAC members receive free individual legal advice from ADAC lawyers or one of the approx. 630 ADAC-appointed lawyers near their place of residence in all vehicle, road-traffic and travel-related matters. Contact and information: ADAC local offices, ADAC service hotline: **0 800 5 10 11 12** (Mon through Sat: 8:00-20:00 hours, free-to-caller) or at **adac.de/rechtsberatung** (German only). For technical advice, please contact the experts at your ADAC regional club.

Important notes for the buyer:

Have the vehicle checked in an **ADAC used car inspection** and ask to see the inspection report or take your time to carefully inspect the car yourself and test drive it.

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 an identification of the person acting on the car owner's behalf if it is not the owner in person who handles the sale. Take down the address of the person acting on the car owner's behalf.

Ensure that all **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 and collision/comprehensive) will transfer to you with the purchase.

Check whether the insurance company covering the car offers acceptable premiums. You can also sign a new policy.

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

You will need the following documents:

- » Vehicle registration certificates (parts I and II)
- » Current vehicle roadworthiness inspection certificate
- » Electronic cover note (eVB number)
- » ID card or passport and residence certificate
- » License plates
- » SEPA direct debit mandate for vehicle tax collection

If you do not call at the registration office in person, your authorised representative must have a written power of attorney (form available at **adac.de**, German only). To register the vehicle, your representative must produce both their ID card/passport and your identification document.

ADAC Second-hand Car Sales Contract (private sale)

Please complete every section of the contract forms and the sales notifications and sign them (both seller and buyer!).
If you are in doubt, tick "keine Angaben" (n/k).

Seller (private person):

▼ Last name, first name

▼ Street

▼ Post code ▼ Place

▼ Date of birth ▼ Phone

▼ ID card or passport no. + issuing authority

Buyer:

▼ Last name, first name

▼ Street

▼ Post code ▼ Place

▼ Date of birth ▼ Phone

▼ ID card or passport no. + issuing authority

Vehicle:

▼ Make ▼ Type ▼ Registration no. ▼ VIN

▼ Part II Registration Certificate no. ▼ Next mandatory roadworthiness inspection ▼ First registered on

Total price:

▼ € ▼ in words

The vehicle is sold without any warranty for defects. Warranty cannot be excluded for damage caused by the seller's or their employees' and agents' gross negligence or deliberate breach of duty and for personal injury to life or limb or health.
The seller assigns any warranty claims against third parties to the buyer.

I. Seller's representations

1. The seller warrants:

- 1.1. to be the legitimate owner of the vehicle and all additional equipment and accessories
- 1.2. that the vehicle is fitted with the additional equipment or accessories below:

2. The seller declares:

that the vehicle **while under their ownership** sustained the damage/accident damage below:

- no accident damage
- no other damage (e.g. by hail)
- n/k

3. The seller declares:

- 3.1. that **outside those times – within their knowledge** – the vehicle sustained the damage/accident damage below:

- no accident damage
- no other damage (e.g. by hail)
- n/k

- 3.2. that the vehicle – **within their knowledge** –

- is equipped with the original engine
yes no n/k
- was used commercially (e.g. taxi, rental car)
yes no n/k
- ran a **total mileage** of _____ km and had
_____ (number) **registered owners** (seller included)
- was imported (from an EU or non-EU country)
yes no n/k

- 3.3. has a comprehensive **service history**

yes no n/k

- 3.4. that the **service booklet** is available

yes no

4. An ADAC inspection report

on the conditions of the vehicle is available

yes no

for the buyer / for the seller

II. Buyer's representations

1. The buyer undertakes to register the vehicle until (date) in his/her own name without delay.
2. The buyer acknowledges that the vehicle will remain the **seller's property** until fully paid for.

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 current vehicle roadworthiness inspection certificate

the vehicle + _____ keys

the ADAC inspection report

the EU Certificate of Conformity (CoC), if applicable

▼ Place / date / time

▼ Buyer's signature

X

The seller confirms payment of the

purchase price

a down payment of

€

▼ Place / date

▼ Seller's signature

X

To the vehicle registration office

Sales notification and confirmation of receipt pursuant to §13 IV FZV (German Vehicle Licensing Regulation)

▼ Last name, first name of seller

This is to notify you of the sale of my vehicle

▼ Registration no.

▼ Make

▼ VIN

▼ Type

to (please fill in completely)

▼ Last name, first name of buyer

▼ ID no.

▼ Street

▼ Post code

▼ Place

▼ Country

Upon delivery of the vehicle

▼ at place / on date / at time

the buyer confirms receipt of the following documents: (Please tick as appropriate)

Vehicle registration certificates (parts I and II) and
current vehicle roadworthiness inspection certificate

▼ Place / date

▼ Buyer's signature

▼ Seller's signature

To the insurance company

Notification of vehicle sale

▼ Last name, first name of seller

▼ Motor insurance policy no.

The vehicle

▼ Registration no.

▼ Make

▼ Type

▼ VIN

was sold to (please fill in completely)

▼ Last name, first name of buyer

▼ Street

▼ Post code

▼ Place

▼ Country

and handed over

▼ at place / on date / at time

▼ Place / date

▼ Buyer's signature

▼ Seller's signature