

ADAC Second-hand Car Sales Agreement (private sale)

Important!

This Agreement is only valid for the **private sale of a used car**. The **exclusion of warranty** in this Agreement will be invalid, if a person sells a second-hand car on a commercial or business basis to a consumer. Any party that sells a **vehicle used mainly for business purposes** (e.g. an independent tradesman or physician) is deemed a business.

Please also note: The seller is liable for the accuracy of the information with regard to warranties (I.1) and declarations (I.2) even if, for example, he* was unaware of damage from an accident. If the seller makes a declaration **“to the best of their knowledge”**, it means that he believes it to be true and he is not liable for the accuracy of such statement unless it was a fraudulent misrepresentation. If you are not sure, do not provide any information.

Notes for the seller*

If the buyer would like to carry out a test drive, verify that he is an adult and holds the required driving licence. At adac.de/mustervertraege you will find a sample form for a liability agreement for the test drive.

Inform the buyer in the Agreement about any defects in or damage to the vehicle that you are aware of, particularly damage caused by an accident or hail. Have the condition of the vehicle checked. The ADAC inspection service provides a used car inspection service. An all-round check will help in selling the vehicle.

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 **part II registration certificate** over to the buyer only after you have **received full payment for the car**.

The insurance transfers to the buyer upon handover of the registered vehicle. If the buyer causes an accident after handover, that will not affect the seller's no-claims bonus.

Send the sales notification to the registration office and the insurance company. Keep copies for yourself. If the buyer fails to register the change of ownership, the seller is liable for the vehicle tax.

We therefore advise you to do one of the following:

- » Go with the buyer to the registration office and have the change of ownership registered;
- » Cancel registration the vehicle **before** handover. This is all the more important if the buyer is not resident in Germany.

Having problems with the purchase/sale of your used vehicle? As an ADAC member you receive free legal advice in all vehicle, road-traffic and travel-related matters from an ADAC lawyer or one of the approximately 600 ADAC-appointed lawyers in your area.

Contact: Tel. **089 76 76 24 23** or at adac.de/rechtsberatung. For technical advice, please contact the experts at your ADAC regional club. Tel. **0 800 5 10 11 12** (freephone).

Notes for the buyer*

Thoroughly check the vehicle and go on a **test drive**. Ask for an **ADAC used car inspection** and ask to receive the inspection report.

Check the **details in the vehicle's registration documents** and, in the case an EU import vehicle, request the EU Certificate of Conformity (CoC). Have the performance of servicing/maintenance work prescribed by the manufacturer confirmed – this is also important for goodwill requests after the end of the warranty period.

Make sure that **additional equipment and accessories** are present, in full working order and fully specified in the Sales Agreement. Obtain confirmation that all connections of **remote apps** (e.g. location tracking, digital remote control of the vehicle) are permanently deactivated. Request that the seller present the service booklet, warranty documents, operating instructions and the ABE (general operating permit) for the add-on components.

Request the presentation of a written **authorisation to sell** and the 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.

Vehicle liability and comprehensive insurance will transfer to you with the purchase. You can also sign a new insurance agreement. 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 certificate parts I and II
- » Current general inspection certificate (Hauptuntersuchung)
- » Electronic cover note (eVB number)
- » ID card or passport with a residence certificate (Meldebestätigung)
- » Licence 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/mustervertraege). To register the vehicle, your representative must produce both their ID card/passport and your identification document.

You can find information on the purchase of a used car at adac.de/gebrauchtwagenkauf

If you need more space for your information, you may use the **additional sheets** to this Agreement. Print them out with the Agreement **if you need them**. Both contractual parties should sign them for the additional sheets to become part of the Agreement.

* In the interests of the readability of the information and the Agreement, we use the male form for person-related nouns and references to persons or occupations. The legal information and the text of the Agreement apply equally for all genders.

ADAC Second-hand Car Sales Agreement (private sale)

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

Seller (private person)

▼ Surname, first name
▼ Street
▼ Post code ▼ Town/city
▼ Date of birth ▼ Phone
▼ ID card or passport number and issuing authority

Buyer

▼ Surname, first name
▼ Street
▼ Post code ▼ Town/city
▼ Date of birth ▼ Phone
▼ ID card or passport number and issuing authority

Vehicle

▼ Make ▼ Type ▼ Registration no. ▼ VIN
▼ Part II Registration Certificate no.** ▼ Next general inspection First registered on

Total price

▼ € ▼ in words

The vehicle is sold without any warranty for material defects and deficiency in title. The above warranty cannot be excluded for damage caused by the seller's or his vicarious agents' gross negligence or deliberate breach of duty and for personal injury to life, limb or health. Any existing claims under warranty for material defects and deficiency in title will be assigned to the buyer, as well as any claims under guarantee.

I. Seller's representation

1. The seller warrants that

- 1.1. he holds an **unlimited ownership title** to the vehicle.
1.2. the vehicle is fitted with the additional equipment or accessories below:

- 1.3. the following **time-limited functions/services** have been additionally booked for the vehicle (function and expiry date):

2. The seller declares that

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

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

3. The seller declares that

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

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

- 3.2. the vehicle – **within his knowledge** –

- is equipped with the **original engine**.
yes no n/k
- was **used commercially** (e.g. taxi or hire car).
yes no n/k
- ran **total mileage** of _____ km and
had (number) **registered owners** (seller included).
- has a comprehensive **servicing/maintenance** history.
yes no n/k
- all obligatory **recalls/software updates** have been carried out.
yes no n/k
- is an **imported vehicle**.
yes no n/k

- 3.3. all **remote app connections** have been severed and there is no longer any digital access to the vehicle.

yes no n/k

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

yes no

4. An **ADAC inspection report** on the condition of the motor vehicle is available.

yes no

for the buyer / for the seller

II. Buyer's representations

1. The buyer undertakes to register the vehicle promptly / by (date).
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 certificate part I*, part II** and the current general inspection certificate

the vehicle with _____ keys

the stamped or _____ invalidated licence plate, if applicable

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

*Zulassungsbescheinigung Teil I = Fahrzeugschein
**Zulassungsbescheinigung Teil II = Fahrzeugbrief

Annex to the ADAC Second-hand Car Sales Agreement (private sale)

Seller (private person)

▼ Surname, first name

▼ Street

▼ Post code ▼ Town/city

▼ Date of birth ▼ Phone

▼ ID card or passport number and issuing authority

▼ Place / date

Buyer

▼ Surname, first name

▼ Street

▼ Post code ▼ Town/city

▼ Date of birth ▼ Phone

▼ ID card or passport number and issuing authority

Vehicle

▼ Make ▼ Type ▼ Registration no. ▼ VIN

Addenda to I. Seller's representation

1. The seller warrants that
1.2. the vehicle is equipped with the **additional equipment / accessories** below:

- 1.3. the following **time-limited functions/services** have been additionally booked for the vehicle (function and expiry date):

2. The seller declares that
during the period of his ownership the vehicle sustained the following damage or accident damage:

3. The seller declares that
3.1. in the remaining period, as far as he is aware, the vehicle sustained the following damage or accident damage:

Addenda to III. Additional agreements

▼ Place / date

▼ Seller's signature
X

▼ Buyer's signature
X

for the buyer / for the seller