

**VEHICLE BILL OF SALES**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, who bears the identity card number \_\_\_\_\_ (hereinafter known as "Seller") and \_\_\_\_\_, who bears the identity card number \_\_\_\_\_ (hereinafter known as "Buyer"). Buyer and Seller shall collectively be known herein as "the Parties".

**BACKGROUND**

WHEREAS, Seller desires to sell the vehicle described below, known herein as the "Acquired Vehicle", under the terms and conditions set forth below;

WHEREAS, Buyer desires to purchase the Acquired Vehicle offered for sale by Seller under the terms and conditions set forth below; and, therefore,

**TERMS AND CONDITIONS**

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

**1. Description of acquired vehicle:**

- 1.1 Make: \_\_\_\_\_
- 1.2 Model: \_\_\_\_\_
- 1.3 Body Type: \_\_\_\_\_
- 1.4 Body Color: \_\_\_\_\_
- 1.5 Year: \_\_\_\_\_
- 1.6 VIN Number: \_\_\_\_\_
- 1.7 Registration Number: \_\_\_\_\_
- 1.8 Grant Series Number: \_\_\_\_\_
- 1.9 MOT Certificate(s): \_\_\_\_\_
- 1.10 Indicated Mileage: \_\_\_\_\_
- 1.11 Additional Notes: \_\_\_\_\_

**2. Ownership:**

2.1 The Seller guarantees that above-described vehicle is free of all encumbrances and any and all legal claims.

**3. Warranty:**

3.1 The Seller warrants that at the date of signature of this agreement there are no licensing fees or fines or other penalties outstanding against the registration of the vehicle sold in terms of this agreement.

**4. No warranties or guarantees:**

4.1 The Seller gives no warranty or guarantee other than those specified in 2.1 and 3.1.

**5. Disclaimer:**

5.1 The vehicle is sold "As-Is" and the Seller shall not be liable for any defects, patent, latent or otherwise.

5.2 The Buyer admits having inspected the vehicle to his satisfaction and that no guarantees or warranties of any nature were expressed or implied by the Seller regarding its condition or quality.

**6. Legal age:**

6.1 The Buyer is of legal age and legally competent to enter into this agreement.

**7. Transfer of ownership and costs:**

7.1 The Parties agree to sign all documents necessary to transfer ownership of the vehicle from the Seller onto the name of the Buyer within \_\_\_\_ (\_\_\_\_\_) days of signing this agreement for sale.

7.2 The Buyer shall be liable for all costs relating to the registration of the vehicle into his name and all costs relating to the roadworthy certificate.

**8. Possession, transfer or risks and Buyer's responsibilities:**

8.1 The risk passes to the Buyer once the Buyer receives the keys to the car or takes possession of the vehicle.

8.2 Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by Seller on the acquired vehicle shall be cancelled upon delivery of the acquired vehicle to, and the acceptance of, by Buyer.

**9. Purchase price:**

9.1 The total purchase price to be paid by Buyer to Seller for the Acquired Vehicle is \_\_\_\_\_

9.2 The Seller acknowledges that the first payment in the sum of \_\_\_\_\_ as in bank draft was received on \_\_\_\_\_

9.3 The Seller agrees to pass the ownership of the vehicle onto the Buyer upon the second payment in the sum of \_\_\_\_\_ received on \_\_\_\_\_

9.4 The Buyer agrees that the balance of the purchase price in the sum of \_\_\_\_\_ must be paid by \_\_\_\_\_

**10. Indemnification of attorney's fees and out-of-pocket costs:**

10.1 Should any party materially breach this agreement, the non-breaching party shall be indemnified by the breaching party for its reasonable attorney's fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract.

10.2 The term "out-of-pocket costs", as used in this contract, shall not include lost profits.

**11. Severability:**

11.1 In the event any provision of this agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this agreement so as not to cause the invalidity or unenforceability of the remainder of this agreement. All remaining provisions of this agreement shall then continue in full force and effect.

11.2 If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

**12. Modification:**

12.1 Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

**13. Acknowledgements:**

13.1 Each party acknowledges that he has had an adequate opportunity to read and study this agreement, to consider it, to consult with attorneys if he has so desired.

**SELLER(S)****BUYER(S)**

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Signed :  
Name :  
Date :

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Signed :  
Name :  
Date :

**WITNESS****WITNESS**

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Signed :  
Name :  
Date :

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Signed :  
Name :  
Date :