

**AGREEMENT OF SALE OF A MOTOR VEHICLE**

Entered by and between:

.....  
(fill in the full name(s) and surname of the seller)

With ID / Passport / Registration number: .....  
(fill in the ID, passport or registration number of the seller)  
(Referred to as the "Seller")

And

.....  
(fill in the full name(s) and surname of the buyer)

With ID / Passport / Registration number: .....  
(fill in the ID, passport or registration number of the buyer)  
(Referred to as the "Buyer")

For the purchase and sale of the vehicle with the following particulars:

Make: .....  
Model: .....  
Year: .....  
Vehicle Identification No. ("VIN"): .....  
License Plate Number: .....  
Engine Number: .....

(Including all records in respect thereof, all accessories and keys. Referred to as the "Vehicle". Attach and initial an extra page for other inclusions.)

For the following price of:

R ..... ( ..... )  
(Referred to as the "Purchase Price")

**NOW** The **Seller** and the **Buyer** agree as follows:

1. **PURCHASE AND SALE**  
On the terms and conditions as contained in this Agreement, the **Seller** agrees to sell the **Vehicle** to the **Buyer** for the Purchase Price and the **Buyer** agrees to purchase the **Vehicle** and pay the **Seller** the **Purchase Price**.
2. **PAYMENT**
  - 2.1. The **Buyer** shall make payment of the full **Purchase Price** to the **Seller** at the same time as the **Buyer** is given possession of the **Vehicle**.
  - 2.2. The **Purchase Price** is to be paid in South African Rands and shall be paid without the effects of set-off, deduction, withholding and/or the effects of the rate of exchange.
3. **POSSESSION**  
On the **Buyer** taking possession of the **Vehicle** the **Buyer** accepts all risk, liability and responsibility in relation and incidental to the Vehicle.
4. **TRANSFER**
  - 4.1. On the same date as the **Buyer** is given possession of the **Vehicle**, the **Seller** and **Buyer** shall complete the relevant documentation including the form to notify the relevant authorities of the sale and purchase of the **Vehicle**.
  - 4.2. The **Buyer** shall (at his own cost and expense) transfer the **Vehicle** into the name of the **Buyer** within 1 (ONE) month of the **Buyer** taking possession of the **Vehicle**.
5. **INSPECTION AND CONDITION**
  - 5.1. The **Buyer** and the **Seller** shall (before the **Buyer** is given the **Vehicle**) inspect the **Vehicle** together and the **Buyer** shall take all steps to satisfy himself with the condition of the **Vehicle**.
  - 5.2. The **Buyer** understands that the **Vehicle** is second hand.
  - 5.3. The **Buyer** confirms that he was granted a reasonable opportunity to inspect the **Vehicle**.
  - 5.4. The **Buyer** and the **Seller** agree that the **Vehicle** is sold *voetstoots*, as-is and without any warranty or guarantee of any sort by the **Seller**. The **Seller** shall not be responsible and/or liable for any latent (non-visible) and/or patent (visible) defects (faults) in the **Vehicle**.

\_\_\_\_\_  
Initials of **Seller**

\_\_\_\_\_  
Initials of **Buyer**

\_\_\_\_\_  
Initials of Witness

\_\_\_\_\_  
Initials of Witness

6. **ROADWORTHY CERTIFICATE**

- 6.1. Within 7 (SEVEN) calendar days of the **Buyer** taking possession of the **Vehicle**, the **Buyer** shall (at his own cost and expense) obtain a valid certificate certifying the **Vehicle** to be roadworthy.
- 6.2. The **Buyer** shall be solely responsible for all costs, levies, fees, charges, repairs, penalties, fines, taxes and/or fees in ensuring that the **Vehicle** is in a roadworthy condition.

7. **LIABILITY**

- 7.1. The **Buyer** shall be solely liable for any and all costs, levies, penalties, tolls, fees, taxes, charges, maintenance, petrol consumption, repairs and/or fines in relation to the **Vehicle** (including, without limit, the use and/or ownership of the **Vehicle**) ("**Charges**") as from when the **Buyer** takes possession of the **Vehicle**.
- 7.2. Where the **Seller** is held liable by any person for any **Charges**, the **Buyer** shall refund the **Charges** which the **Seller** paid. The **Charges** shall be payable by the **Buyer** on the demand of the **Seller** and shall be paid without set-off, deduction, withholding and/or the effects of the rate of exchange.
- 7.3. As from the **Buyer** taking possession of the **Vehicle**, the **Buyer** is (at his sole cost and expense and without recourse against the **Seller**) responsible for any and all damage, loss, harm, death and/or injury the **Buyer** may suffer (or which any other person may suffer) in relation to and/or incidental to the **Vehicle** and indemnifies shall continue to indemnify the **Seller** against any and all claims which the **Seller** may suffer in relation to and/or incidental to the **Vehicle**.
- 7.4. The **Seller** and/or the **Buyer** shall have no right of recourse and/or claim against the drafter of this Agreement.

8. **WARRANTIES**

- 8.1. The **Seller** and the **Buyer** warrant in favour of each other to having the necessary legal authority, permission, consent, authority and capacity to lawfully and validly conclude this Agreement.
- 8.2. The **Seller** warrants in favour of the **Buyer** that the **Seller** is the owner and title holder of the **Vehicle** and has every right and entitlement to sell the **Vehicle** to the **Buyer**.
- 8.3. The **Seller** warrants that no amount is owing in respect of the **Vehicle** prior to the **Seller** signing this Agreement.
- 8.4. The **Seller** warrants in favour of the **Buyer** that the **Vehicle** is sold free from any and all encumbrances, burdens and/or liens.

9. **BREACH**

- If any party breaches this Agreement (the "**Breaching Party**") (including, but not limited to: failing to transfer the **Vehicle**; failing to deliver the **Vehicle**; failing to make payment; a warranty being broken; and/or, any other default), then the other party (the "**Aggrieved Party**") may give the **Breaching Party** a written letter requesting the **Breaching Party** to rectify the breach within 5 (FIVE) business days (or such greater time period as the **Buyer** may decide). Should the **Breaching Party** fail to rectify the breach, the **Aggrieved Party** shall be entitled to (depending on the circumstances and without prejudice to the other rights and remedies of the **Aggrieved Party**):
- 9.1. Sue for the enforcement of this Agreement;
  - 9.2. If the **Seller** is in breach: Sue for the return of all amounts paid by the **Buyer** in terms of this Agreement – in which case this Agreement is automatically terminated and (where the **Vehicle** was given to the **Buyer**) the **Vehicle** must be return to the **Seller**;
  - 9.3. If the **Buyer** is in breach: Sue for the return of the **Vehicle** – in which case this Agreement is automatically terminated and (where the **Buyer** made any payment) all amounts paid by the **Buyer** in terms of this Agreement must be returned to the **Buyer**;
  - 9.4. Sue for damages which the **Aggrieved Party** has suffered;
  - 9.5. Sue for interest on damages; and/or,
  - 9.6. Sue for legal costs.

10. **GENERAL**

- 10.1. This agreement is the whole agreement on the subject matter.
- 10.2. All relevant representations, warranties and guaranties have been included in this Agreement and the no other representations, warranties and/or guaranties shall be binding on the **Seller** and the **Buyer**.
- 10.3. No consensual termination or any amendment to this Agreement shall have any force or effect unless it is in writing and signed by both the **Seller** and the **Buyer**.
- 10.4. No indulgence, extension, delay, postponement and/or waiver shall preclude either the **Buyer** or the **Seller** from requiring strict compliance with this Agreement.

**IMPORTANT**

By signing this Agreement you agree and declare that:

- 1. You have read this whole agreement and understand it.
- 2. You understand that you should get legal advice **before** signing this Agreement.
- 3. This Agreement is provided free from any warranty (of any sort) by the drafter and/or copyright holder.
- 4. The drafter and/or copyright holder of this Agreement will not be held liable for any damage, loss, harm, injury and/or death whatsoever. In addition you waive any and all rights of recourse against the drafter and the copyright holder.

Signed at (place) ..... on (date) .....

\_\_\_\_\_  
(SELLER to sign above)

\_\_\_\_\_  
(Witness to sign above)

Signed at (place) ..... on (date) .....

\_\_\_\_\_  
(BUYER to sign above)

\_\_\_\_\_  
(Witness to sign above)