



# ADAC Second-hand Car Sales Contract (private sale)

## Important:

Please note that the legal provisions on warranty for defects in Germany were amended on 1 January 2002. The contract below only applies to 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.

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

## 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 inspection centre or ADAC-appointed automotive engineer assessor, or go to [www.adac.de](http://www.adac.de).

Ensure that the **buyer** has full legal capacity, i.e. is **over 18**.

Check whether the buyer holds the required driving licence if he/she wants to test drive the car.

Complete the Sales Contract forms and the attached sales notifications with the **buyer's full name and address**. Compare the data with the buyer's identity card or passport. Enter the identity card or passport number and the issuing authority in the Sales Contract.

Ensure that the contract includes any information on **defects or damage to the car**, particularly those due to an accident. Please note: You will be liable for the accuracy of the warranties and representations provided under I.1 and I.2, even if e.g. you had no knowledge of an accidental damage. According to German court practice the seller must disclose, unasked, also minor accident damage. In cases of doubt you can seek legal advice from ADAC (see info below).

If possible, stipulate that the **full purchase price shall be paid in cash** on the delivery/collection of the car. Problems may arise where deferred or instalment payment is granted or payment is made by cheque.

Hand the car's **Part II Registration Certificate** over to the buyer only **after receiving full payment** of the purchase price.

Under applicable laws, insurance cover will automatically be transferred 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 the seller's no-claims bonus, even if the change of ownership has not been registered.

**Send the fully completed sales notification to the vehicle registration office and the insurance company without delay. Keep copies of the sales notification.**

**If the buyer fails to notify the change of ownership, you may be liable for renewal payment of the vehicle tax and insurance premium.**

You should follow 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 (in which case the buyer will need temporary plates or customs plates when collecting the vehicle) **before** you hand over the car to the buyer. This applies in particular where the buyer cannot prove residence in the Federal Republic of Germany.

**If you have problems when buying or selling a second-hand car:** ADAC members receive free legal advice from ADAC lawyers or one of the approx. 630 self-employed, 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 – Sat, 08:00 – 20:00 hrs, free of charge) or at [www.adac.de/rechtsberatung](http://www.adac.de/rechtsberatung). For technical advice, please contact the experts at your ADAC regional club.

## Important notes for the buyer:

Request that the **vehicle be inspected by ADAC** and ask for the presentation of an inspection report or carefully check and **test drive** the vehicle.

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 identification of the person acting on the car owner's behalf if the owner is not available in person to handle the sale. Take down the address of the person acting on the car owner's behalf.

Ensure that **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 only or Casco) will be transferred to you with the purchase.

Check whether the insurance company covering the car offers acceptable premiums and decide whether or not to maintain such cover. You can also sign a new policy.

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

### You will likely need the following documents:

- Part I Registration Certificate
- Part II Registration Certificate
- Certificate of the last mandatory vehicle test
- Confirmation of insurance (cover note)
- Identity card or passport and residence certificate
- Number plates
- SEPA direct debit mandate for vehicle tax

If you do not call at the registration office in person, your authorised representative must have a written power of attorney. When applying to register the vehicle, your representative must present his/her identity card/passport and your identification document (forms available at [www.adac.de](http://www.adac.de)).

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Please note that both contract forms and sales notifications must be completed identically and signed both by the buyer and the seller – if any section of the contract cannot be answered, indicate “**unbekannt**” (unknown).

## Seller (private Person):

▼ Last name, first name  
\_\_\_\_\_  
▼ Street  
\_\_\_\_\_  
▼ Post code      ▼ Place  
\_\_\_\_\_  
▼ Date of birth      ▼ Phone  
\_\_\_\_\_  
▼ Identity card or passport no. + issuing authority  
\_\_\_\_\_

## Buyer:

▼ Last name, first name  
\_\_\_\_\_  
▼ Street  
\_\_\_\_\_  
▼ Post code      ▼ Place  
\_\_\_\_\_  
▼ Date of birth      ▼ Phone  
\_\_\_\_\_  
▼ Identity card or passport no. + issuing authority  
\_\_\_\_\_

## Vehicle:

▼ Make      ▼ Type      ▼ Registration no.      ▼ Vehicle Identification Number  
\_\_\_\_\_  
▼ Part II Registration Certificate no.      ▼ Next mandatory vehicle test      ▼ First registration on  
\_\_\_\_\_

## Total purchase price:

▼ €      ▼ In words  
\_\_\_\_\_

**Exclusion of warranty: The vehicle is sold without any warranty. Warranty cannot be excluded for damage caused by the seller's or his/her vicarious agent's gross negligence or deliberate breach of duty and for personal injury. The seller assigns any warranty claims against third parties to the buyer.**

## I. Seller's representations:

### 1. The seller warrants:

- 1.1. that he/she is the legitimate owner of the vehicle and all additional equipment and accessories.
- 1.2. that the vehicle is fitted with the following additional equipment or accessories:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 2. The seller represents,

- that the vehicle, while owned by the seller, has had  
 the following damage or accident(s) (number, type and extent)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- no accident damage  
 no other damage (e.g. hail damage)  
 not specified

### 3. The seller represents:

- 3.1. that before the seller's ownership, the vehicle, to the best of his/her knowledge and belief, has had  
 no accident damage       no other damage  
 the following damage

\_\_\_\_\_  
\_\_\_\_\_

- 3.2. that the vehicle, to the best of his/her knowledge and belief, is equipped with  
 the original engine  
 another engine (new or used replacement engine)
- 3.3. that the vehicle, to the best of his/her knowledge and belief,  
 was not used commercially  
 was used commercially (e.g. taxi, rental car, driving school vehicle)
- 3.4. that the vehicle total mileage, to the best of his/her knowledge and belief, amounts to \_\_\_\_\_ kilometres
- 3.5. that the vehicle, to the best of his/her knowledge and belief, has had \_\_\_\_\_ (number) registered owners (seller included).
- 3.6. that the vehicle, to the best of his/her knowledge and belief, is an import (from an EU or non EU country)  yes  no
4. An ADAC inspection report is available  yes  no

## II. Buyer's representations:

1. The buyer undertakes to register the vehicle in his/her own name without delay.
2. The buyer acknowledges that the seller will remain the owner of the vehicle until the purchase price is fully paid.

## III. Additional agreements:

▼ Place / date  
\_\_\_\_\_  
▼ Seller's signature  
 \_\_\_\_\_  
▼ Buyer's signature  
 \_\_\_\_\_

## The buyer confirms receipt of

- the vehicle registration certificates (parts I and II) and the latest mandatory vehicle test certificate  
 the vehicle with \_\_\_\_\_ keys  
 the ADAC inspection report  
 if the vehicle is an EU import: the EU Certificate of Conformity (CoC), where applicable

▼ Place / date / time  
\_\_\_\_\_  
▼ Buyer's signature  
 \_\_\_\_\_

## The seller confirms receipt of

- the purchase price  
 a down payment of \_\_\_\_\_ €  
▼ Place / date / time  
\_\_\_\_\_  
▼ Seller's signature  
 \_\_\_\_\_

Buyer's copy

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\_\_\_\_\_  
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\_\_\_\_\_  
▼ Post code      ▼ Place  
\_\_\_\_\_  
▼ Date of birth      ▼ Phone  
\_\_\_\_\_  
▼ Identity card or passport no. + issuing authority  
\_\_\_\_\_

## Buyer:

▼ Last name, first name  
\_\_\_\_\_  
▼ Street  
\_\_\_\_\_  
▼ Post code      ▼ Place  
\_\_\_\_\_  
▼ Date of birth      ▼ Phone  
\_\_\_\_\_  
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\_\_\_\_\_

## Vehicle:

▼ Make      ▼ Type      ▼ Registration no.      ▼ Vehicle Identification Number  
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\_\_\_\_\_  
\_\_\_\_\_

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## III. Additional agreements:

▼ Place / date  
\_\_\_\_\_

▼ Seller's signature  
**X** \_\_\_\_\_

▼ Buyer's signature  
**X** \_\_\_\_\_

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- the ADAC inspection report  
 if the vehicle is an EU import: the EU Certificate of Conformity (CoC), where applicable

▼ Place / date / time  
\_\_\_\_\_

▼ Buyer's signature  
**X** \_\_\_\_\_

## The seller confirms receipt of

- the purchase price

- a down payment of \_\_\_\_\_ €

▼ Place / date / time  
\_\_\_\_\_

▼ Seller's signature  
**X** \_\_\_\_\_

Seller's copy

