

# CAR SALES AGREEMENT

## 1. THE PARTIES TO THIS CAR SALES AGREEMENT ARE:

### 1.1 THE SELLER:

First Name(s): .....

Surname: .....

Identity /Passport (specify): .....

Physical Address: .....

### 1.2 THE BUYER:

First Name(s): .....

Surname: .....

Identity /Passport (specify): .....

Physical Address: .....

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

## 2. THE OBJECT OF THE SALE IS:

2.1 Type of Vehicle: .....

2.2 Make and Model: .....

2.3 Color: .....

2.4 Year: .....

2.5 Registration Number: .....

2.6 Engine Number: .....

2.7 Chassis Number: .....

2.8 Odometer Reading: .....

**3. OWNERSHIP:**

3.1 The Seller guarantees that he/she is the true and lawful owner of the above-described vehicle and that it is free of all encumbrances and any and all legal claims.

**4. WARRANTY:**

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

**5. NO WARRANTIES OR GUARANTEES:**

5.1 The Seller or his/her agent gives no warranty or guarantee other than those specified in 3.1 and 4.1

**6. DISCLAIMER:**

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

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

**7. LEGAL AGE:**

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

**8. TRANSFER OF OWNERSHIP AND COSTS:**

8.1 The Parties agree to sign all documents necessary to transfer ownership of the vehicle from the Seller onto the name of the Buyer within 7 (SEVEN) days of signing this agreement of sale.

8.2 The Buyer shall be liable for all costs relating to the registration of the vehicle into his/her name and all costs relating to the Transfer of Ownership Traffic Act (Cap. 403, Section 9)

**9. PURCHASE PRICE:**

9.1 The Purchase price is the sum of KSH. \_\_\_\_\_  
(\_\_\_\_\_)

9.2 The Purchase price is to be paid in full by bank guaranteed check or in a manner as agreed by both parties (specify) \_\_\_\_\_

9.3 Ownership of the vehicle will only pass onto the Buyer once the bank honors the check or other legal instrument of payment.

9.4 The vehicle will only be delivered to the Buyer once payment has been received in full as per 9.3

**10. POSSESSION AND TRANSFER OF RISK:**

10.1 The Risk passes to the Buyer once the Buyer or his/her agent receives the keys to the car or takes possession of the vehicle.

**11. JURISDICTION:**

11.1 The parties consent to the jurisdiction of the Kenyan Government (Kenyan Law)

Signed at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**SELLER:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_

**1. WITNESS:**

\_\_\_\_\_

**1. WITNESS:**

\_\_\_\_\_

**2. WITNESS:**

\_\_\_\_\_

**2. WITNESS:**

\_\_\_\_\_

Note: As the seller of a vehicle you may find a buyer who wants to pay a deposit to secure the sale, with the balance to be paid later. In that case, you can add the following clause to your car sales agreement.

**12. HOLDING DEPOSIT:**

12.1 The Seller acknowledges that a holding deposit in the sum of \_\_\_\_\_ was received on \_\_\_\_\_ 20\_\_\_\_\_.

12.2 The Buyer agrees that the balance of the Purchase price in the sum of \_\_\_\_\_ must be paid by \_\_\_\_\_ 20\_\_\_\_\_.

12.3 The Parties agree that the Holding Deposit is non-refundable. They further agree that should the balance of the Purchase price not be paid by the date as in 12.2 above, the Buyer will have no further claims to the vehicle described in 2. and the Seller is relieved of all obligations in respect of this agreement.