

PURCHASE CONTRACT for the sale of a used machine

1. SELLER

<input type="checkbox"/> Private Individual	<input type="checkbox"/> Independent business operator	
Company Name	Telephone	
<input type="text"/>	<input type="text"/>	
Seller		
<input type="text"/>		
Street address		
<input type="text"/>		
ZIP	City	
<input type="text"/>	<input type="text"/>	
ID number (Optional)	Issuing authority (Optional)	Date of birth (Optional)
<input type="text"/>	<input type="text"/>	<input type="text"/>

2. BUYER

<input type="checkbox"/> Private Individual	<input type="checkbox"/> Independent business operator	
Company Name	Telephone	
<input type="text"/>	<input type="text"/>	
Buyer		
<input type="text"/>		
Street address		
<input type="text"/>		
ZIP	City	
<input type="text"/>	<input type="text"/>	
ID number (Optional)	Issuing authority (Optional)	Date of birth (Optional)
<input type="text"/>	<input type="text"/>	<input type="text"/>

3. MACHINE (Please fill in if available)

Type of machine	Manufacturer, Brand
<input type="text"/>	<input type="text"/>
Type, Model description	Machine number or Vehicle number
<input type="text"/>	<input type="text"/>
Year of construction or Initial registration	Operating hours or Kilometer(s)
<input type="text"/>	<input type="text"/>

4. PURCHASING PRICE

Net purchasing price	Sales tax	Total purchasing price
<input type="text"/> €	<input type="text"/> %	<input type="text"/> €
Total price in words		
<input type="text"/>		
Tax Identification Number, VAT ID	Invoice number	
<input type="text"/>	<input type="text"/>	

5. LIABILITY FOR MATERIAL DEFECTS AND WARRANTY

The machine is sold under exclusion of liability for defects. This exclusion does not apply to claims for damages for material defects arising as a result of gross negligence or deliberate infringements of obligations by the seller or any agents thereof, or to bodily harm or death. If the seller is an independent business operator and the buyer is a private individual, the warranty period is one year. All existing claims against third parties resulting from liability for material defects shall be assigned to the buyer.

6. I. DETAILS PROVIDED BY THE SELLER

1. The seller guarantees,

- 1.1. that the machine and any additional equipment and accessories is/are wholly owned by him/her/it.
- 1.2. that the machine comes with the following additional equipment and/or accessories:

2. The seller declares that the machine, during the period in which it was his/her/its property

- ☐ solely has the following damage or accident-related damages (number, type and extent):

7. II. BUYER'S DECLARATIONS

1. The buyer acknowledges that the machine remains the property of the seller until full payment of the purchase price.

8. III. SPECIAL AGREEMENTS

The following special agreements have been made:

City, Date

City, Date

Seller's signature

Buyer's signature

9. THE BUYER CONFIRMS RECEIPT

☐ received the machine

Place, date, time

Buyer's signature

10. THE SELLER CONFIRMS RECEIPT

☐ received the purchase price

☐ A down payment in the amount of

 €

Place, date, time

Seller's signature

11. NOTE REGARDING LIABILITY

Machineseeker is not liable for the completeness and correctness of the sample sales contract template or incorrectness or erroneous application of the law, and is not liable for compensation for unfulfilled claims which may arise as a result of the purchase. All claims for liability based on damages of a material or immaterial nature which result from the use or non-use of the information provided, or which are caused by the use of incorrect or incomplete information are expressly excluded, unless proof of intent or gross negligence on the part of Machineseeker exists.

This contract of sale is based on German law.