

## **SALE OF VEHICLE AGREEMENT**

between

Identification number - - -  
("Purchaser")

and

- - -  
Identification number - - -  
("Seller")

## 1. INTERPRETATION & DEFINITIONS

In this Agreement, unless the context otherwise indicates:

- 1.1. the singular shall import and include the plural and vice versa;
- 1.2. words indicating one gender shall import and include the other gender;
- 1.3. words indicating natural persons shall import and include artificial persons;
- 1.4. the head notes to this Agreement are used for the sake of convenience only and shall not govern the interpretation of the clause to which they relate;
- 1.5. the following words and expressions shall, in addition to their respective ordinary meanings, bear the following meanings assigned to each of them respectively:
  - 1.5.1. **“Agreement”** means this agreement and all annexures thereto;
  - 1.5.2. **“Identification Number”** means the registration number of an incorporated entity (or a trust), or the identity number of an individual, as the case may be;
  - 1.5.3. **“Party”** means any party to this Agreement; and **“Parties”** means both parties to this Agreement;
  - 1.5.4. **“Purchaser”** means xxx Identification number - - -;
  - 1.5.5. **“Vehicle”** means - - -;
  - 1.5.6. **“Seller”** means - - - Identification number - - -;
  - 1.5.7. **“Signature Date”** means the date of last signature of this Agreement by the Parties;
- 1.6. if any provision in the aforesaid definitions is or contains a substantive provision imposing rights and/or obligations on a Party/ies, effect shall be given to such provision as if it were a substantive provision in the body of this Agreement;
- 1.7. any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.8. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday, or public holiday. The term **“business day”** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.9. where any term is defined within the context of any particular clause in this Agreement (other than definitions appearing in clause 1), unless it is clear from the clause in question that the term so defined has application to the entire Agreement, that defined term shall bear the meaning ascribed to it for the entire main parent clause wherein it is defined (i.e. clause 1 or 2 or 3 etc), including all sub-clauses thereto, and not for the entire Agreement;

- 1.10. a reference to a Party includes that Party's successors and permitted assigns;
- 1.11. in annexures to this Agreement that do not themselves contain their own definitions expressions defined in this Agreement shall bear the same meanings in such annexures;
- 1.12. the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for such;
- 1.13. the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s;
- 1.14. the rule of interpretation that a contract, or any part of a contract, is to be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.

## **2. INTRODUCTION**

- 2.1. The Seller is the owner of the Vehicle.
- 2.2. The Purchaser has agreed to buy the Vehicle from the Seller who, in turn, has agreed to sell the Vehicle to the Purchaser.
- 2.3. The Parties have agreed to record their agreement in writing.

## **3. SALE**

The Purchaser hereby purchases from the Seller, who sells to the Purchaser, the Vehicle on the terms and conditions set out in this Agreement.

## **4. PURCHASE PRICE AND PAYMENT**

- 4.1. The purchase price payable by the Purchaser to the Seller for the Vehicle is - - -.
- 4.2. The Purchaser will make payment of the purchase price on or before - - -.

## **5. DELIVERY OF THE VEHICLE**

The Purchaser shall be entitled to collect the Vehicle on payment of the purchase price in full.

## **6. RISK AND OWNERSHIP**

- 6.1. Subject to clause 7 below, the Purchaser purchases the Vehicle on *voetstoets* basis.
- 6.2. Risk in and to the Vehicle shall pass from the Seller to the Purchaser upon delivery thereof in terms of clause 5 above.
- 6.3. Notwithstanding the provisions of clause 6.2, ownership in the Vehicle shall remain

vested in the Seller until such time as the Purchaser has made payment of the full purchase consideration payable for the Vehicle to the Seller.

- 6.4. Against payment of the purchase price by the Purchaser to the Seller, in full, the Seller undertakes to sign all documents that are required in order to transfer the registration of the Vehicle into the name of the Purchaser. The Purchaser is liable for all costs incurred in relation to the roadworthy certification, transfer and registration of the Vehicle.

## **7. WARRANTIES**

7.1. The Seller warrants that:

- 7.1.1. other than any accidents that have been disclosed in writing by the Seller to the Purchaser, the Vehicle has not been involved in a serious accident;
- 7.1.2. the Vehicle will be transferred to the Purchaser free of any encumbrances of whatsoever nature;
- 7.1.3. on the transfer date, there will not be any finance owing to any third party in relation to the Vehicle;
- 7.1.4. the Seller is the sole registered and beneficial owner of the Vehicle and there are no restrictions whatsoever on the Seller transferring the Vehicle to the Purchaser pursuant to this Agreement.

## **8. BREACH**

- 8.1. Should a Party ("the defaulting Party") commit a breach of any of the provisions of this Agreement, then the Party aggrieved by such breach ("the aggrieved Party") shall be obliged to give the defaulting Party 7 (seven) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party shall be entitled to cancel this Agreement against the defaulting Party or to claim immediate payment and/or specific performance by the defaulting Party of all the defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the aggrieved Party's rights to claim damages.
- 8.2. The foregoing is without prejudice to such other rights as the aggrieved Party may have at law; provided always that, notwithstanding anything to the contrary contained in this Agreement, the aggrieved Party shall not be entitled to cancel this Agreement for any breach by the defaulting Party unless such breach is a material breach going to the root of this Agreement and is incapable of being remedied by payment in money, or if it is capable of being remedied by payment in money, the defaulting Party fails to pay the amount concerned within 7 (seven) days after such amount has been finally determined.

## **9. MISCELLANEOUS MATTERS**

### **9.1. Negotiated Terms**

The Parties agree that the terms and conditions of this Agreement are the result of

negotiations between them and that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

**9.2. Entire Contract**

This Agreement contains all the express provisions agreed on by the Parties relating to the subject matter of the Agreement and the Parties waive the right to rely on any express provisions not contained herein.

**9.3. Variation, Cancellation and Suspension**

No variation of any of the terms and conditions of this Agreement will be binding on the Parties unless committed to writing and signed by them respectively.

**9.4. Waivers**

No indulgence which any Party/ies may grant to any other shall prejudice or constitute a waiver of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or might arise in the future.

**9.5. Cession**

Except as specifically contemplated in this Agreement, no Party may cede any rights nor delegate any obligations in terms of this Agreement without the prior written consent of all of the other Parties.

**9.6. Successors**

The provisions of this Agreement shall be binding upon the successors-in-title and assigns of the Parties.

**9.7. Governing Law**

This Agreement and all matters or disputes arising therefrom or incidental thereto, shall be governed and construed in accordance with the laws of the Republic of South Africa.

**9.8. Signature In Counterparts**

This Agreement shall be capable of execution in two or more counterparts, each of which shall be deemed to be an original but which together shall constitute one document.

**9.9. Notices**

- 9.9.1. Any notices to be given to the Parties in terms of this Agreement or in terms of this Agreement shall be in writing and delivered: (1) by hand during ordinary business hours or (2) posted by prepaid registered post to the addresses mentioned hereunder or (3) where applicable, by telefax to the address nominated below or (4) where applicable by email to the address below, which

addresses the Parties choose as *domicilium citandi et executandi* for all purposes arising out of this Agreement.

**The Purchaser**

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Email: ---

**The Seller**

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Email: ---

or any other such address within the Republic of South Africa as either Party may choose by written notice to the other.

- 9.9.2. Every notice shall be deemed to have been properly given:
  - 9.9.2.1. if delivered by hand, on the date of delivery;
  - 9.9.2.2. if sent by prepaid registered post 7 (seven) days after the date on which the notice is posted;
  - 9.9.2.3. if sent by facsimile or email, upon the successful transmission thereof to the recipient.
- 9.9.3. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

Purchaser Name: **xxx**

**Signature:** \_\_\_\_\_

Witness Full Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_

Seller Name: - - -

**Signature:** \_\_\_\_\_

Witness Full Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_