

## Sales 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 possible)

|  |                                     |
|--|-------------------------------------|
| Machine type                                 | Manufacturer, Brand                 |
| <input type="text"/>                         | <input type="text"/>                |
| Type, Model name                             | Machine number or Vehicle ID 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              | VAT                    | Total purchasing price |
| <input type="text"/> €            | <input type="text"/> % | <input type="text"/> € |
| Total price expressed in words    |                        |                        |
| <input type="text"/>              |                        |                        |
| Tax Identification Number, VAT ID | Invoice number         |                        |
| <input type="text"/>              | <input type="text"/>   |                        |

### 5. LIABILITY FOR DEFECTS AND WARRANTY

The machine is sold with exclusion of liability for defects. This exclusion does not apply to claims for damages resulting from liability for defects, which are based on a grossly negligent or intentional violation of responsibilities of the seller or his vicarious agent, as well as in the case of harm to life, body and health. If the seller is a business/entrepreneur and the buyer is a private party, the warranty period covers one year. Any existing claims against third parties arising from liability for defects shall be assigned to the buyer.

## 6. I. SELLER'S INFORMATION

1. The seller guarantees

- 1.1. that the machine including additional equipment and accessories is his unrestricted property.
- 1.2. that the machine includes the following additional equipment or accessories:

2. The seller declares that the machine (during the time it has been his property)

- has only suffered the following damage or accidental damage (number, type and extent):

## 7. II. BUYER'S DECLARATIONS

1. The buyer acknowledges that the machine remains the seller's property until the purchase price has been fully paid.

## 8. III. SPECIAL AGREEMENTS

The following special agreements were made:

City, Date

Seller's signature

City, Date

Buyer's signature

## 9. THE BUYER CONFIRMS RECEIVING THE GOODS

Machine received

Location, date, time

Buyer's signature

## 10. THE SELLER CONFIRMS RECEIVING THE PAYMENT

Payment received

A prepayment of

 €

Location, date, time

Seller's signature

## 11. LIABILITY NOTE

Maschinensucher is not liable for the completeness and correctness of the sample sales contract, as well as potential incorrect or erroneous application of the law and does not provide compensation for unfulfilled claims that may arise from the purchase. All liability claims regarding any damage caused by the use of information provided, including any kind of information which is incomplete or incorrect, will therefore be rejected unless there is evidence of wilful intent or gross negligence on the part of Maschinensucher.ch. **This contract of sale is based on German law.**