

# VEHICLE SALES AGREEMENT

□□□□ - □□ - □□ □□ - □□  
(date) (time)

\_\_\_\_\_  
(place where the agreement was concluded)

<b>Seller</b>	□□□□□□□□□□ (personal number or company code)	_____ (forename, surname or legal entity's name)
	_____ (telephone number)	_____ (e-mail address)
<b>Purchaser</b>	□□□□□□□□□□ (personal number or company code)	_____ (forename, surname or legal entity's name)
	_____ (telephone number)	_____ (e-mail address)
_____ (address of the purchaser)		

The seller sells and the purchaser purchases the vehicle, the particulars of which are specified below, that belongs to the seller under the right of ownership:

*Make (D.1), *trade name (D.3)	_____	
National registration number (A)	□□□□□□□□	*Mileage □□□□□□□□ km
*Identification number (E)	□□□□□□□□□□□□□□□□□□□□	
Series and number of the vehicle registration document	□□□□□□□□	
*Compulsory technical examination of the vehicle (please tick as appropriate ✓):	<input type="checkbox"/> <b>valid</b> <input type="checkbox"/> <b>expired</b>	
*The vehicle <b>suffered/not suffered</b> damage (delete as appropriate) during traffic accident or other incident during the period when I was the owner of the vehicle that is being sold. <b>I am aware/I am not aware</b> (delete as appropriate) about the traffic accidents or other incidents during which the vehicle suffered damage.		
*Defects of the vehicle (please tick ✓ as appropriate):		
<input type="checkbox"/> break system;	<input type="checkbox"/> driver and passenger safety systems	
<input type="checkbox"/> steering mechanism and suspension elements;	<input type="checkbox"/> exhaust system.	
<input type="checkbox"/> lighting and light signalling devices;		
Information on accidents/incidents and defects:	_____	
* - compulsory particulars in accordance with the Article 6.431 <sup>1</sup> of the Civil Code of the Republic of Lithuania and the Order No 2B-231 of the Head of the State Road Transport Inspectorate under the Ministry of Transport and Communications of 26 October 2015.		

The price of the vehicle	□□□□□□□□	EUR
_____ (amount of the price in words)		

•By signing this Vehicle Sales Agreement the seller confirms that the seller owns the vehicle being sold under the right of ownership, the third parties have no rights or claims towards the vehicle being sold, the vehicle is not seized, it is not an object of a legal dispute, the right of disposal over the vehicle has not been deprived or restricted. The identification number and other particulars of the vehicle that is being transferred correspond to the particulars contained in its registration document.  
•By signing this Vehicle Sales Agreement, the parties to the agreement confirm that they consent to the processing of their data in the Register of Road Vehicles of the Republic of Lithuania in accordance with the legal acts.

The vehicle was sold by \_\_\_\_\_  
(forename, surname, signature or forename, surname, signature of the legal entity's representative)

The vehicle was purchases by \_\_\_\_\_  
(forename, surname, signature or forename, surname, signature of the legal entity's representative)

**Notes.** In accordance with the provisions of the Rules for the registration of motor vehicles and their trailers, the new user of the vehicle is obliged to re-register the vehicle that is registered in the Republic of Lithuania **within 10 days** after the State Enterprise "Regitra" has been approached by the former user of the vehicle. The vehicle that has not been re-registered timely is deregistered.

*The general principles of entry into agreements*

- ✓ Entities to the civil legal relations shall have the right to opt to enter into or not to enter into an agreement, and if they decide to enter into an agreement, they shall choose with whom the agreement is to be entered into. The parties to the agreement shall have the right to agree on the terms of the agreement (the Articles 6.156-6.158 of the Civil Code).
- ✓ When the parties to the agreement agree on all essential terms of the agreement, the agreement is valid and is binding on the parties to the agreement because it has the force of law in respect of the parties to the agreement (the Articles 6.162(1), 6.189(1) of the Civil Code).
- ✓ Entities to the civil legal relations, in the exercise of their rights and in the performance of their duties, must act in accordance with the requirements of justice, reasonableness and integrity (the Article 1.5 of the Civil Code).

*The general rights and duties of the parties in the contract law*

- ✓ The obligation to act honestly shall also apply on the parties when they are in pre-contractual relation (the Article 6.163(1) of the Civil Code).
- ✓ The parties must disclose to each other the information known to them that is of material significance in terms of the entry into the agreement (the Article 6.163(4) of the Civil Code).
- ✓ One party to the agreement (the seller) shall undertake by the sales agreement to transfer the article (item) to the other party (the purchaser) under the right of ownership or trust, and the purchaser shall undertake to accept the article (item) and to pay for it the fixed amount of money (price) (the Article 6.305(1) of the Civil Code).

*The rights and duties of the seller of the vehicle*

- ✓ The seller of the vehicle (hereinafter referred to as the Seller) must transfer to the purchaser of the vehicle (hereinafter referred to as the Purchaser) the articles whose quality meets the terms of the sales agreement and the requirements of the documents establishing the quality of the vehicle; the requirements for the quality of the vehicle also encompass its suitability for the use according to its intended purpose: if the quality of the vehicle is not covered by the agreement, the seller must transfer to the purchaser the vehicle of the quality that allows using the vehicle for what it is normally used (parts 2 and 3 of the Article 6.317 of the Civil Code).
- ✓ If at the time of entry into the vehicle agreement the Purchaser has notified the Seller on the specific purpose for which the Purchaser purchases the vehicle, then the Seller must transfer to the Purchaser the vehicle of such quality that allows using the vehicle for that specific purpose (parts 1 and 4 of the Article 6.333 of the Civil Code).
- ✓ The Seller shall be responsible for any non-compliance that existed at the moment when the passage of ownership right occurred, even if it becomes apparent later, i.e. the liability for the hidden (non-obvious) defects of the article rests with the Seller (the Article 6.333(1) of the Civil Code).
- ✓ The Seller shall be held responsible for any non-conformity of the quality and other criteria of the vehicle that is the outcome of the infringement of any liability of the Seller, including the infringement of the guarantee that the items will be suitable for the use according to their usual or special purpose for a certain period of time or will retain the described properties or characteristics. The Seller shall be held responsible for the defects of the vehicle if the Purchaser manages to prove that the defects occurred prior to the transfer of the vehicle or for the reasons that have arisen prior to the transfer of the vehicle (the Article 6.333(1) of the Civil Code).
- 1. The Seller shall not be held responsible for any non-compliance of the quality and other criteria of the vehicle with the terms or normal requirements of the agreement if at the time of entry into the agreement the Purchaser was aware or could not have been unaware of such non-compliance (the Article 6.327(2) of the Civil Code).

*The rights and duties of the Purchaser of the vehicle*

- ✓ If the vehicle sold does not meet the quality requirements and the Seller has not discussed its defects with the Purchaser, then the Purchaser, who has purchased the vehicle of inappropriate quality, shall be entitled to claim (any of three options of the Purchaser's choice):
  - ✓ 1) adequate reduction of the purchase price;
  - ✓ 2) free of charge elimination of the defects of the vehicle by the Seller within a reasonable time or compensation of the costs incurred by the Purchaser in connection with the elimination of the defects if the defects can be eliminated;
  - ✓ 3) repayment of the price paid and withdrawal from the agreement when the sale of the vehicle of inappropriate quality is a material breach of the agreement (the Article 6.334(1) of the Civil Code).
- ✓ The Purchaser shall be deprived of the right to rely on the non-compliance of the vehicle if he fails to notify the Seller of the non-compliance within a reasonable time after he has noticed or had to notice the non-

compliance, and does not specify what requirements the vehicle does not comply with (the Article 6.327(5) of the Civil Code).

- ✓ Unless agreed by the Parties otherwise, the Purchaser shall have the right, from the moment of entry into the sales agreement or from the moment of submitting an offer (the offer to enter into and sign the sales agreement), to inspect the vehicle in any place, at any time or by any method which meet the criteria of prudence before making payment or before accepting the vehicle (the Article 6.328(1) of the Civil Code).
- ✓ Unless the agreement or laws stipulate otherwise, the Purchaser shall have the right to make claims for the defects of the vehicle sold if they were identified within a reasonable time, but not later than within two years from the date on which the vehicle was transferred, if the law or the agreement does not provide for a longer term (parts 1 and 2 of the Article 6.338 of the Civil Code).