MACHINESEEKER

# **PURCHASE AGREEMENT** for the sale of a machine

## 1. SELLER

☐ Private Individual ☐ Independent business operator

Company name

Telephone

seller

Street address

ZIP

City

ID number (optional)

Issuing authority (optional)

Date of birth (optional)

## 2. BUYER

☐ Private Individual ☐ Independent business operator

Company name

Telephone

buyer

Street address

ZIP

City

ID number (optional)

Issuing authority (optional)

Date of birth (optional)

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## 3. MACHINE (please fill in, if possible)

Machine type

Manufacturer, Brand

Type, Model name

Machine number or Vehicle ID number

Year of construction or Initial registration

Operating hours or Kilometer(s)

## 4. PURCHASING PRICE

Net purchasing price €

VAT %

Total purchasing price €

Total price expressed in words

Tax Identification Number, VAT ID

Invoice number

## 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

City, Date

Seller's signature

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

Machineseeker 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 Machineseeker.is. **This contract of sale is based on German law.**