Contract for the sale of a used vehicle

Private sale in Switzerland · one signed copy for the buyer and one for the seller

1 CONTRACTING PARTIES

SELLER

Surname, first name

Street, no.

Postcode, town

Telephone / e-mail

Date of birth

ID number (identity card / passport / driving licence)

BUYER

Surname, first name

Street, no.

Postcode, town

Telephone / e-mail

Date of birth

ID number (identity card / passport / driving licence)

2 VEHICLE

Make

Model / type

Colour

Stammnummer (Swiss vehicle no.)

Type approval

Chassis number (VIN)

First registration

Mileage (km)

Fuel

Number of keys

Last roadworthiness test

Next test due

Previous keepers

Engine size / power

3 PURCHASE PRICE AND PAYMENT

Price in figures (CHF)

Price in words

Method of payment: ☐ Cash on handover ☐ Bank transfer ☐ Deposit paid

Deposit (CHF)

Balance (CHF)

Payable by

The vehicle registration document (Fahrzeugausweis) and the keys are handed over only once the full purchase price has reached the seller or been credited to the seller's account. A transfer confirmation from the bank is not sufficient.

4 HANDOVER

Place of handover

Date

Time

By way of derogation from art. 185 CO, benefit and risk pass to the buyer only upon actual handover of the vehicle.

5 DOCUMENTS AND ACCESSORIES HANDED OVER

- ☐ Vehicle registration document
- ☐ Inspection report (form 13.20 A)
- ☐ Winter wheels / second set
- ☐ Emissions maintenance record
- ☐ Service booklet
- ☐ Second key
- ☐ Owner's manual
- ☐ Invoices / receipts

6 CONDITION AND WARRANTY

The vehicle is sold as seen and as test-driven. The buyer has had the opportunity to inspect it and to have it examined at their own expense by a qualified person.

Exclusion of warranty

Any warranty for defects under art. 197 ff. of the Swiss Code of Obligations (CO) is excluded so far as the law permits. Under art. 199 CO this exclusion is void if the seller has fraudulently concealed a defect from the buyer. Where the seller acts in the course of a professional or commercial activity and the buyer is a consumer, the limitation period for second-hand goods may not be reduced below one year (art. 210 para. 4 CO).

Defects and previous damage known to the seller — list in full; any omission weakens the exclusion above

Accident damage known? ☐ No ☐ Yes – extent and repair:

7 SELLER'S DECLARATIONS

- The vehicle is the property of the seller and free of any third-party rights (in particular leasing, retention of title, liens, debt enforcement).
- The mileage stated corresponds, to the best of the seller's knowledge, to the actual mileage. A knowingly false statement may constitute fraud (art. 146 of the Swiss Criminal Code).
- Apart from the defects listed under clause 6, the seller is not aware of any further defects.

8 NUMBER PLATES AND INSURANCE

The number plates are not part of this contract; they remain with the current keeper. The seller deregisters the vehicle with the competent cantonal road traffic office or deposits the plates there. Before the vehicle is driven, the buyer arranges registration and third-party liability insurance at their own expense. From handover, the buyer alone is responsible for use of the vehicle, fines and charges.

9 FURTHER AGREEMENTS

10 SIGNATURES

Place

Date

Signature of seller

Signature of buyer

RECEIPT

The seller confirms having received the full purchase price of CHF .

Place, date, signature of seller

This template does not replace legal advice. For particular situations (ongoing leasing, community of heirs, commercial sale, export) we recommend consulting a qualified professional.