

VEHICLE SALE-PURCHASE AGREEMENT

..... 2023

..... [name of the Seller], number [personal ID or legal entity's number] (hereinafter referred to as the Seller),
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..... [name of the Buyer], number [personal ID or legal entity's number] (hereinafter referred to as the Buyer) (hereinafter separately referred to as a Party and jointly as the Parties),

WHEREAS:

A. The Buyer by auction, in accordance with the terms and conditions of the Auction Rules published on website: <https://auction.mkauto.lt> (hereinafter referred to as the Auction Rules or the Rules), on website: <https://auction.mkauto.lt> (hereinafter referred to as the Auction Platform) owned by auction organiser UAB „Radviliškio autoverslas“, legal entity's number: 171655621 (hereinafter referred to as the Auction Organiser or the Organiser) won the vehicle specified in this vehicle sale-purchase agreement and acquired the right of priority to purchase this vehicle from the Seller for the price established in the auction;

B. The Buyer as a winner of the vehicle and the Seller as a Supplier of this vehicle specified in this vehicle sale-purchase agreement, in accordance with the Auction Rules, assumed obligation to enter into the sale-purchase agreement of the vehicle sold by auction, in accordance with the procedure established in the Auction Rules;

Therefore, the Parties agreed and entered into this Vehicle sale-purchase agreement (hereinafter referred to as the Agreement) under the following conditions:

I. OBJECT OF THE AGREEMENT

1. Under this Agreement, the Seller shall sell and the Buyer shall buy the vehicle of the Seller (hereinafter referred to as the Vehicle or the Item) for the Final Price established by the Auction Rules, as specified below:

1.1.	Mark and model	
1.2.	Registration number (where applicable)	
1.3.	Colour	
1.4.	Mileage	
1.5.	Identification number	
1.6.	Vehicle registration document series and number	
1.7.	Engine capacity, power	
1.8.	Date of first registration	
1.7.	Vehicle price	

2. The Parties hereby confirm their understanding that under this Agreement the Seller shall sell the vehicle which is not new and which is specified in the Agreement, whereas the Buyer confirms that he carefully examined, inspected the vehicle and that it conforms to the description and the price specified in the Agreement.

II. PRICE OF THE AGREEMENT, PROCEDURE OF SETTLEMENT AND TRANSFER OF THE VEHICLE

3. The Buyer as the auction Winner shall pay the Final price to the bank account of the Organiser specified in the Rules. Payments of the Buyer shall be offset by the Organiser in accordance with the procedure established in the Rules.

4. The Auction deposit amount paid by the Buyer to the Organiser shall not be included into the Final price of the vehicle sale-purchase paid by the Buyer to the Organiser unless the Buyer requests the Organiser in writing, in accordance with the procedure established in the Rules.

5. The vehicle transportation price, where it was indicated in the Vehicle auction posting, and the VAT (value added tax) valid during payment of the vehicle Final price by the Buyer along with any other fees, where they were added to the price offered in the auction posting shall be added to this Final purchase price.

6. Any additional costs related to registration of the vehicle ownership and also any other expenses related to inspection of the vehicle (under Annex No. 4 to the Rules), or any other costs incurred by the Buyer with regard to any third parties, shall be borne by the Buyer at his own expense, unless the Parties agree in writing otherwise.
7. Signing of this Agreement does not mean factual transfer of the vehicle to the Buyer. Factual acceptance-transfer of the vehicle shall be confirmed by the Parties by mutually signing a statement of acceptance-transfer of the vehicle which shall be added as annex to this Agreement and which where duly signed by both Parties shall become an inseparable part of this Agreement.
8. The Final price of the vehicle shall be paid to the Seller for the Buyer from the Organiser's bank account only after both parties duly fulfil the obligations of the Buyer as a Winner and the Seller as a Supplier provided for in the Rules and the Seller in accordance with the procedure established in the Rules provides to the Organiser a copy of this Agreement duly signed between the Buyer and the Seller along with the statement of acceptance-transfer of the vehicle.

III. GUARANTEES AND CONFIRMATIONS OF THE PARTIES

9. The parties hereby confirm that they realise that the Organiser is solely acting as an intermediary and is solely responsible for organisation of the Auction process and for remittance of the Final price to the Seller paid by the Buyer to the Organiser (where some specific grounds are established in the Rules), and not for the obligations of the parties, such as obligations of the Buyer to the Seller and vice versa, in accordance with this Agreement or the Rules.
10. This agreement was individually discussed and agreed by both Parties. This agreement was entered into freely. The Parties revealed all important information to each other which may be significant for entering into and fulfilling this Agreement.
11. This Agreement is entered into for the benefit of each party of the Agreement and does not contradict their interests, all approvals and authorisations required for entering into and fulfilment of this Agreement were accepted and are valid.
12. Any representative signing on behalf of the Party shall enter into this Agreement without breaching his own competence.
13. The Buyer, when signing annex to this Agreement, the statement of acceptance-transfer of the vehicle confirms that the Buyer received any keys, documents of the vehicle purchased and that the documents are satisfactory in such language and scope in which they were provided (service book, other documents).
14. The Buyer confirms that he clearly understands and accepts all the risk existing while purchasing the vehicle which is not new and was used, in accordance with the posting of the Auction awarded.

IV. TERM, TERMINATION AND LIABILITY OF THE AGREEMENT

15. This Agreement shall come into force from the moment of final fulfillment of all the obligations falling to the Buyer and the Seller in accordance with the Rules, signing of this Agreement by both Parties and provision of the duly signed copy of the Agreement to the Organiser (i.e. all 3 (three) conditions must be fulfilled).
16. When signing this Agreement, the Buyer confirms that he thoroughly examined the vehicle in accordance with the procedure established in the Rules, prior to entering into the Agreement and that it conforms to the Buyer's expectations.
17. The Buyer and/ or the Seller is entitled to withdraw from entering into this Agreement in cases and in accordance with the procedure established in the Rules.
18. Where any of the Parties delays to pay the amounts established in the Rules for over 3 (three) business days, it shall be considered as the principal violation of the vehicle order agreement (Auction Rules) and pre-contractual relationship related to the vehicle order shall end through the fault of the Party which failed to pay in time, without any separate written notice. In the result of this, the liability established in the Rules shall arise at the same time to the Party at fault.
19. The Party at fault shall be obligated to reimburse the losses incurred to another Party which the latter justified by written evidence.

V. FINAL PROVISIONS OF THE AGREEMENT

20. All definitions used in the Agreement shall conform (correspond to) to the definitions of the Auction Rules.
21. Prior to entering into this Agreement and participating in the Auction, the Parties had confirmed that they familiarized themselves with the Rules and assume obligation to comply with their provisions.

- 22. All notifications shall be considered as duly delivered to another Party, where they were handed over to the Party upon its signed receipt, or on the Auction Platform, by registered email, or via contact addresses specified in the Agreement.
- 23. The Parties assume obligation to inform each other and the Organiser in writing on any changes in their office addresses, names or bank information. The Parties additionally confirm their understanding that fulfilment of this Agreement and any related obligations and making of any payments under this Agreement depend on duly and timely performance of the condition above, particularly in the cases where the aforementioned information changed prior to signing this Agreement. Therefore, the Parties assume obligation to immediately exercise this duty of information in the event of any changes in the Party's data.
- 24. Any amendments and supplements of this Agreement shall be made in writing and shall be signed by both Parties or their representatives in accordance with the established procedure.
- 25. The Parties hereby agree that any disputes, claims, disagreements related to this Agreement or arisen in the result of its fulfilment, violation, termination or invalidity shall be settled by means of negotiations. In the event of failure to reach an agreement by means of negotiations, the disputes shall be settled in accordance with the procedure established in the Rules.
- 26. This Agreement was made in **the English language** in 2 (two) copies of the same legal power, one copy for each Party as well as one copy of the signed Agreement shall be obligatorily handed over to the Organiser by the Seller.
- 27. Unless it is indicated otherwise in the Agreement, it shall be considered that the Agreement was entered into at the place of delivery (destination) of the vehicle specified in the relevant Auction posting. Where the place of delivery (destination) of the vehicle was not specified in the Auction posting, the location of the Organiser's activity indicated in the Auction Rules shall be considered as this place and the Agreement conclusion location, accordingly.
- 28. The Parties hereby confirm that they have read the Agreement, understood its content and any possible consequences, and accepted it as conforming to their true intentions.

VI. ANNEXES TO THE AGREEMENT

- 29. Annex No.1 Statement of acceptance-transfer of the vehicle. (Annex No. 3 to the Auction Rules).
- 30. Annex No. 2 Rules of inspection of the used vehicle (Annex No. 4 to the Auction Rules).

SIGNATURES AND INFORMATION OF THE PARTIES OF THE AGREEMENT

THE SELLER

Name/ legal name

Legal entity's or personal ID number:

Address:

Responsible person:

E-mail:

Tel. No.

Acc. No.

Name

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(title, given name, surname, signature)

THE BUYER

Name/ legal name

Legal entity's or personal ID number:

Address:

Responsible person:

E-mail:

Tel. No.

Acc. No.

Name

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(title, given name, surname, signature)