

Contract for delivery of a vehicle under order No. 00.00.2022

1. SUBJECT MATTER OF THE CONTRACT

The subject of this contract is the provision of services of search and selection according to specified criteria, purchase, delivery to (), customs clearance and release in free circulation on the territory of () of a car purchased in Germany.

Citizen: _____

_____ hereinafter referred to as the Customer, and the company «» represented by and,

acting on the basis of the Charter, hereinafter referred to as the Contractor, jointly referred to as the Parties, have concluded this Contract on the following: The Customer assigns and undertakes to pay, and the Contractor undertakes to:

1.1. Search, selection of a car for delivery to the Customer, according to the parameters specified in the Application form for the purchase of a car (Appendix № 1 to this Agreement) in Germany.

1.2. the acquisition and delivery of the car in perfect condition, in the declared configuration and with the total final cost, specified in the Car Selection Approval Act (Appendix No.2 to this contract), the recipient's country and city are specified in item No.1.

1.3. payment of all customs duties, taxes and other charges necessary for the release of the vehicle in free circulation in the territory of the customer's country.

The total cost indicated in the Car Selection Approval Act includes the cost of the Contractor's services: the price of the car purchase in Germany, the costs of delivery to the territory of the country and city of the customer, payment of all customs duties, taxes and other charges necessary to release the car into free circulation in the territory of the customer's country.

The parties stipulate that in case of payment in foreign currency the payment is made in the currency specified by the customer at the exchange rate of the Central Bank of the customer's country on the date of payment.

2.TERMS OF PERFORMANCE

The moment of complete execution of the assignment stipulated in this Agreement shall be considered the day of handing over the vehicle to the Customer.

2.1 The term of complete execution of the order from 00.00.2022 to 00.00.2022

Customer _____/ _____/

Contractor:

3.TERMS OF PAYMENT

3.1 Payment shall be made by the Customer in the following order:

3.1.1 The Customer shall pay to the Contractor a warranty fee in the amount of (30% of the total value of the car + delivery and auction fee) to the bank account agreed upon by the parties in the amount of ()

Payment invoice:

Payment of the guarantee fee shall be regarded by the Parties as the grounds for the Executor's obligation to proceed with the purchase of the car according to the specified criteria.

3.1.2 Not later than on the 1st day after the due performance (clauses 1.1., 1.2., 1.3.) by the Executor of the obligations prescribed in this Agreement, the Client is obliged to register the vehicle together with the Executor in the registration authorities.

3.1.3 Under the terms and conditions of the Sale and Purchase Agreement to be concluded, the Customer shall act as the Buyer, and the Executor shall act as the Seller.

3.1.4. The subject of the transaction referred to in this clause of the Sale and Purchase Agreement shall be the car specified in the Car Selection Approval Act (Appendix No. 2 to this Agreement).

3.1.5 Pursuant to the terms and conditions of the Sale and Purchase Agreement to be entered into, the price at which the Seller transfers the car specified in the Car Selection Approval Act to the Buyer may not exceed the total final price ().

3.1.6. the warranty fee of (30)% of the car value and the delivery fee paid by the Customer in accordance with clause 3.1.1. of this Agreement shall be set off as partial payment of the car value under the Sale and Purchase Agreement concluded between the Parties.

3.1.7. The Parties have agreed that upon registration of the car in the Customer's name this Agreement will be qualified as duly executed, therefore the Parties have no mutual claims to each other.

Customer _____/ _____/

Contractor:

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 The parties have established that the Customer's assignment is considered to be properly executed by the Executor if the car is delivered at a price not exceeding the total final cost, corresponding to the manufacturer's model characteristics, according to the ordered configuration, technically in good working order and fit for use.

4.2 The Contractor is obliged:

4.2.1 Purchase and deliver to the Customer a car free from the rights and claims of third parties, not subject to pledge, lawsuit and without other obstacles and restrictions for sale from the legislation of both foreign countries and the customer's country. The parties have established that in case of violation of the terms of this paragraph, the Contractor shall return to the Customer the full amount of money paid within ten days of their discovery.

4.2.2. to ensure the selection and purchase of the vehicle in technically sound condition and configuration specified in the Application for purchase of the vehicle and the Car Selection Approval Act, as well as other documents drawn up and signed by the Parties. The technical condition of the vehicle is defined by the Parties as the operability of all its units and systems in the state of normal wear and tear corresponding to the year of manufacture and mileage.

4.2.3 Ensure complete safety of the vehicle until its transfer to the Customer. 4.2.3. to ensure that the vehicle is fully intact until the vehicle is handed over to the Customer and not agreed upon by the Parties in writing in advance, shall be eliminated at the Executor's expense.

4.2.4 Ensure that all customs and registration documents are drawn up correctly.

4.3 The Customer is obliged:

4.3.1 Pay to the Executor monetary funds in the amount and within the terms specified in Section 3 of this Agreement.

Customer _____/ _____/

Contractor:

5. TERMINATION OF CONTRACT

- 5.1. The Customer has the right to demand termination of this Contract and return all amounts transferred to the Contractor under the transaction in the following cases within the agreed period of time:

- 5.1.1 If the Executor within ten working days from the conclusion of this contract has not delivered the car to the Customer corresponding to the parameters contained in the Application for purchase of the car, (Appendix No. 1 to this contract).

- 5.1.2 If the Executor has not fulfilled or fulfilled improperly the obligations defined in Clause 4.2, sub-clauses 4.2.2, 4.2.3 and 4.2.4 of this Agreement.

- 5.1.3. in case of termination of the Agreement and return of the car by the Customer to the Contractor on the grounds stipulated by law.

In case of termination of this Agreement on the grounds specified in clause 5.1. the Contractor shall return to the Customer the full amount of money received from the Customer.

6. OTHER CONDITIONS

6.1 The expert assessment of the technical compliance of the vehicle's condition with the operational norms shall be carried out at the bodies or institutions authorized for such actions (service center diagnostic stations, specialized service stations, etc.).

6.2 All payments between the Parties shall be made in the manner prescribed by the legislation, in accordance with the payment documents of the established form.

- 6.3. The Contract shall come into force from the date of its signing and shall be valid until the actual performance of the obligations established by the Parties. Amendments and additions to the Agreement are valid only if they are made in writing. Written form means both drawing up of a single document and exchange of letters, telegrams, messages using facsimile communication means that allow identifying the sender and the date of sending. Any addendums, acts, protocols, annexes to the Contract shall become its integral parts from the moment of their signing by the Parties. 7.

7. EXPENSES AND COST OF SERVICES OF THE CONTRACTOR.

The Parties have established that the cost of the Contractor's services, including its costs of purchase, delivery to the customer's city and customs clearance of the car is the cost specified in item No. 3.1.5.

Customer _____/ _____/

Contractor:

Appendix No. 1 to the contract No

Application for purchase of the car. 00.00.2022

In accordance with the terms and conditions of the Custom Vehicle Delivery Contract No.

Make:

Model:

Body type:

Date of issue:

Engine:

Fuel:

Transmission:

No. of doors:

Color:

The Customer commissions the Contractor «.....», acting on the basis of the Charter, to find, purchase, deliver to the customer's city with customs clearance a car:

In working, technically sound and serviceable condition, with the manufacturer's standard equipment, at a price not exceeding the amount specified in paragraph 3.1.5.

The indicated price includes the cost of the Contractor's services, the purchase price of the car outside the customer's country, the costs of delivery to the customer's country, the payment of all customs duties, taxes and other charges necessary for the car delivery and release into free circulation in the customer's country.

Customer _____/ _____/

Contractor:

Appendix No. 2 to the contract No.

Vehicle Selection Approval Act dd. 00.00.2022

By this Act:

....." acting on the basis of the Articles of Association, jointly referred to as Parties, in execution of the contract for the delivery of a vehicle on order No. certify the choice and approval of the following vehicle:

Vehicle data:

1. Make, model:
2. Year of production:
3. Body color:
4. Interior:
5. Engine displacement, cc, power:
6. Transmission:
7. Country of manufacturer:
8. Mileage:

The parties have agreed to choose a vehicle in working, technically sound and suitable for its operation, complete with the above equipment at a price not exceeding the value specified in paragraph No. 3.1.5.

Customer _____/ _____/

Contractor: