

- **The Seller** confirms that he owns the vehicle that is being sold; third parties have no rights or claims towards the vehicle that is being sold; the vehicle is not seized, it is not the object of a legal dispute, the right to dispose of the vehicle is not deprived or restricted. The identification number and other data of the vehicle that is being transferred correspond to the data contained in its registration document.
- Pursuant to Paragraph 1 of Article 20 of the Law on Road Traffic Safety of the Republic of Lithuania, **the Buyer and the Seller** must, in accordance with the procedure established by the Ministry of the Interior, declare to the State Enterprise Regitra data on acquired or transferred ownership of the vehicle.
- **The Seller and the Buyer** confirm that they are aware of that only vehicles whose owner, in accordance with the procedure established in Article 20 of the Law on Road Traffic Safety of the Republic of Lithuania, has declared to the registrar of the Register of Road Vehicles of the Republic of Lithuania (State Enterprise Regitra) data about ownership of the vehicle that is being registered, are registered in the Register of Road Vehicles of the Republic of Lithuania.

The vehicle sold by

(Owner of the vehicle or representative authorised by him)

(forename, surname, signature or forename, surname, signature of the legal person's representative)

The vehicle purchased by

(Buyer of the vehicle or representative authorised by him)

(forename, surname, signature or forename, surname, signature of the legal person's representative)

USEFUL INFORMATION

General principles of concluding contracts:

✓ The subjects of civil legal relationship have the right to choose whether or not to conclude a contract, and having decided to conclude it, they shall choose with whom to conclude a contract. The parties to the contract have the right to agree on the terms of the contract (Articles 6.156 through 6.158 of the CC).

✓ When the parties to the contract agree on all the essential terms of the contract, the contract is valid and binding on the parties to the contract because it has the force of law on them (Article 6.162(1), Article 6.189(1) of the CC).

✓ In exercising their rights and performing their duties the subjects of civil legal relationship must act in accordance with the requirements of justice, reasonableness and fairness (Article 1.5 of the CC).

General rights and obligations of the parties in contract law:

✓ The parties must also act in good faith in a pre-contractual relationship (Article 6.163(1) of the CC).

✓ The parties must disclose to each other information known to them which is essential for the conclusion of the contract (Article 6.163(4) of the CC).

✓ Subject to the purchase-sale contract, one party (Seller) undertakes to transfer the item (good) to another party (Buyer) under the right of ownership or trust, and the Buyer undertakes to accept the item (good) and pay for it the set amount of money (price) (Article 6.305(1) of the CC).

Rights and obligations of the vehicle Seller:

✓ The vehicle Seller (hereinafter - the Seller) must transfer to the vehicle Buyer (hereinafter - the Buyer) items, the quality of which complies with the terms of the purchase-sale contract and the requirements of documents determining the quality of the vehicle. The requirements for the quality of the vehicle also include its suitability for the intended use: if the quality of the vehicle is not covered by the contract, the Seller must transfer to the Buyer a vehicle of such quality that it can be used for what it is normally used (Paragraphs 2 through 3 of Article 6.317 of the CC).

✓ If at the time of concluding the vehicle contract the Buyer has notified the Seller of the specific purpose for which he purchases the vehicle, then the Seller must transfer to the Buyer a vehicle of such quality as to be suitable for that specific purpose (Paragraphs 1 and 4 of Article 6.333 of the CC).

✓ The Seller shall be responsible for any non-compliance that existed at the time of the transfer of ownership, even if this becomes evident later, i.e. responsibility for the hidden (non-obvious) defects of the item lies with the Seller (Article 6.333(1) of the CC).

✓ The Seller is responsible for any non-compliance with the vehicle quality and other criteria, which is the consequence of the breach of any obligation of the Seller, including the guarantee that the goods will be fit for their normal or specified use for a certain period of time or will retain the discussed properties or characteristics. The Seller is responsible for the defects of the vehicle if the Buyer proves that they occurred before the transfer of the vehicle, or for reasons that arose before the transfer of the vehicle (Article 6.333 (1) of the CC).

✓ The Seller is not responsible for any non-compliance of the quality of the vehicle and other criteria with the terms of the contract or normal requirements, if, at the time of concluding the contract, the Buyer knew or could not have been unaware of such non-compliance (Article 6.327(1) of the CC).

Rights and obligations of the Buyer of the vehicle:

✓ If the vehicle sold does not meet the quality requirements and the Seller has not discussed its defects with the Buyer, then, after having purchased the vehicle of poor quality, the Buyer has the right to demand at his own choice:

✓ 1) reduction of the purchase price accordingly;

✓ 2) the Seller to rectify defects of the vehicle free of charge within a reasonable time or to reimburse the costs of the Buyer incurred on their rectification, if defects can be remedied;

✓ 3) refund of the price paid and withdraw from the contract when the sale of the vehicle of poor quality is a material breach of the contract (Article 6.334 (1) of the CC).

✓ The Buyer loses the right to rely on the non-compliance of the vehicle if he fails to notify the Seller of the non-compliance noticed within a reasonable time after the non-compliance has been noticed or should have been noticed and does not specify the requirements which the vehicle does not comply with (Article 6.327(5) of the CC).

✓ Unless agreed otherwise by the parties, from the moment of concluding the purchase-sale contract or from the moment of submission of the offer (offer to conclude a purchase-sale contract) the Buyer has the right, before paying or accepting the vehicle, to inspect the vehicle at any place, at any time or by any method that meets reasonableness criteria (Article 6.328(1) of the CC).

✓ When the contract and laws do not establish otherwise, the Buyer has the right to make claims for defects in the vehicle sold if they have been detected within a reasonable time, but not later than within two years from the date of the transfer of the vehicle, unless the law or contract provides for a longer period (Paragraphs 1 through 2 of Article 6.338 of the CC).