

Agreement for buying used cars

Important information about the agreement

The contract form may be completed electronically or printed and filled in on paper. The Consumer Council recommends that the contract is completed electronically by the parties jointly. Consumer Council urges both parties to read through the entire agreement before the agreement is signed. The Consumer Council does not take responsibility for any errors when filling out the contract.

The contract must be printed in at least two copies and signed by both parties. We also recommend to sign each page initialed.

The Consumer Council's contract forms are updated continuously. Last update appears on the contract. Policy and practice in the area might be changed, and there may be periods when the content of the contracts and associated guidelines have not been updated. The Consumer Council disclaims all potential liability for errors, omissions or incomplete updates. Please contact the Consumer Council on telephone No 23 400 500 if you have questions about the contract.

1. Parties

Seller

Name:

.....

Address:

.....

Postal Code/City:

.....

Phone:

.....

E-mail:

.....

Buyer

Name:

.....

Address:

.....

Postal Code/City:

.....

Phone:

.....

E-mail:

.....

2. Vehicle information

Vehicle make and type:

.....

Year:

First reg.:

.....

Registration

Mileage, km:

.....

Seller has owned the car since:

How many keys:

.....

Equipment / accessories included in the purchase price:

Are there any lost keys:

Yes

No

Is or has the car been trimmed/chipped:

Yes

No

Is the car service booklet included:

Yes

No

3. Liens

The vehicle is free of liens:

Yes No

If no, specify which liens:

4. Additional information



After 2017, you no longer have to pay annual vehicle tax. Instead you pay a traffic insurance tax via your car insurance starting 1 January 2018.

Is the used car imported:

Yes No

The buyer has inspected and test driven the vehicle:

Yes No

Is the vehicle EU roadworthiness test approved:

Yes No

Date of last EU roadworthiness inspection:

4. Additional information

Attached copy of the check list from the last EU roadworthiness control:

Yes No

The seller is the registered owner of the vehicle:

Yes No

Has the vehicle been used as taxi, for rental or leasing:

Yes No

Survey report is submitted:

Yes No

Earlier damages refinishing, major repairs:

Yes No

If yes, please specify damage and time of incident:

Timing belt

Does the vehicle have a timing belt:

Yes No

If yes: timing belt has been replaced by mileage:

4. Additional information

Radio

Is the car equipped with an antenna for reception of DAB+:

Yes No

Service

Last service was performed by mileage:

.....

Are there any errors or problems with the car:

Yes No

If yes, please specify what errors / problems:

.....

5. Payment and delivery

Purchase price, NOK:

Method of payment:

.....

Insurance and takeover

Seller terminates his insurance on the vehicle from the takeover date:

.....

Takeover date:

Place of delivery:

.....

6. Disclaimers

Is the vehicle sold “as is”

Yes

No



When a reservation is made that the vehicle is sold “as is”, it means that the buyer will take on much of the risk of the vehicle having possible hidden defects. If the buyer discovers shortcomings of the agreement it is normally not a breach of contract unless the seller has given incorrect or incomplete information or if the car is of considerably worse condition than the buyer had reason to expect from the purchase amount and other factors.

6. Forbehold

Waiver of rights



According to section 19 of kjøpsloven (the Buying Act) there might be hidden defects in the vehicle when the vehicle is sold "as is". In a purchase agreement between two individuals, the buyer might renounce the right to make defects/shortcomings applicable kjøpsloven § 19.

If the buyer wishes to renounce all rights regarding defects in the vehicle in respect of the seller, the parties must write the following text in the box below:

"Buyer waives the right to make a defect applicable after kjøpsloven § 19."

Write here:

7. Signature

Place:

Date:

.....

Seller's signature:

.....

Buyer's signature:

.....

Before buying a used car

To ensure as good a car as possible, there are some precautions you should take before your purchase. We have made a checklist for a safer used car purchase.

Write it down

Write down all known defects and shortcomings in the contract. Feel free to use a separate sheet and keep a copy of the advertisement of the vehicle if possible.

Mileage, year model and EU roadworthiness inspection

Mileage can be probed in the service booklet, or the seller may display documents from the auto repair shop. Check year model and EU roadworthiness inspection at Statens vegvesen.

Liens

If the car is pawned, you may risk losing it. Liens follow the car, not the owner. You can check it at Brønnøysundregisteret, and take care of the printout. A lien takes about three days to register. It is important that you prove that you have been in good faith in case of problems later.

Correct owner

Make sure that the seller's ID matches the name of the owner in the vehicle registration certificate. If you pay to someone who does not own the car, you risk losing both the money and the car.

Service booklet

The service booklet shows the car's history and provides good information about the work that has been done on it.

Condition

You must test drive the car and you should have it tested at an authorized workshop. Download a survey report prepared by the Consumer Council and Norges Bilbransjeforbund (the Norwegian Automotive Association).

Guarantee

A guarantee should give you more rights than what the law already does. It could for instance be a longer deadline, or free repair.

Choose the correct loan

There are big differences in the terms of car loans. Check who can give you the best deal on finansportalen.no.