

USED CAR SALES CONTRACT BETWEEN INDIVIDUALS

This template only applies to transactions between individuals, not between consumers and merchants. To complete this contract, you have two options:

- Option 1: Print the contract in two copies, complete, and sign them. However, this option carries a risk of transcription errors.
- Option 2: Print a single copy of the contract, complete it, and make a photocopy. Then, add your signatures at the end of each of the two copies (each contract must bear the original signatures).

SALER	BUYER
Last Name:	Last Name:
First Name:	First Name:
Address:	Address:
Phone:	Phone:
Email:	Email:

Brand:	Model :	Year :
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Odometer :	km	mi
Actual distance traveled (if different from the odometer reading)	km	mi

Immatriculation :	
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Cylinder :	cc/cm ³	litre(s)	po ³
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Vehicle Identification Number (VIN or Serial Number):	
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Previous Use (if applicable) <input type="checkbox"/> taxi <input type="checkbox"/> driving school <input type="checkbox"/> customer car <input type="checkbox"/> rental car <input type="checkbox"/> demonstrator vehicle <input type="checkbox"/> other Identity of each business or public agency that leased or owned the vehicle long-term:
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Owner's Manual and Vehicle Maintenance Booklets <input type="checkbox"/> not provided <input type="checkbox"/> given upon vehicle delivery <input type="checkbox"/> given on another date:

Status of the vehicle when the seller purchased it <input type="checkbox"/> New vehicle. Purchase date: _____ <input type="checkbox"/> Used vehicle. Purchase date: _____ Seller's Representations (if applicable, describe below) (e.g., "in good condition," "rustproofed annually," "always serviced at the dealership")
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Vehicle Inspection and Test Drive	
Vehicle Test Drive by the Buyer:	<input type="checkbox"/> no <input type="checkbox"/> yes If yes, date:
Buyer's Vehicle Examination:	<input type="checkbox"/> no <input type="checkbox"/> yes If yes, date:
Vehicle inspection by a mechanic or workshop chosen by the buyer:	<input type="checkbox"/> no <input checked="" type="checkbox"/> yes If yes, date:
Name of mechanic or workshop:	
Type of inspection (e.g., mechanical, bodywork, or other):	

Warranties Imposed by Law	
Warranty of Title: The seller guarantees to the buyer that the automobile is free of all rights, debts, or mortgages.	<input type="checkbox"/> except for the balance of \$ _____, due to _____ (creditor's name) which the buyer will pay directly to the creditor.
Proof of ownership (e.g., purchase contract, lender's receipt)	<input type="checkbox"/> provided <input type="checkbox"/> not provided
Quality guarantee	<input type="checkbox"/> The seller warrants to the buyer that the automobile has no hidden defects that prevent it from being used as intended or that so diminish its usefulness that the buyer, if aware of them, would not purchase it or would pay less for it. or <input type="checkbox"/> The buyer waives the warranty of quality provided for in the Civil Code of Québec, as described above.

Other guarantees	
Conventional guarantee from the seller	<input type="checkbox"/> not applicable or <input type="checkbox"/> applicable for a period of: _____ description: _____ _____
Manufacturer's warranty	<input type="checkbox"/> not applicable or <input type="checkbox"/> basic warranty * <input type="checkbox"/> extended warranty *: q contract surrendered † q contract not surrendered * If the manufacturer confirms their validity, these warranties are transferred to the buyer, free of charge and without conditions.
Warranty on repairs	<input type="checkbox"/> Not applicable or <input type="checkbox"/> _____ (repaired component, date, km) <input type="checkbox"/> Basic warranty **: 3 months or 5,000 km, whichever comes first <input type="checkbox"/> Extended warranty **: q Invoice(s) provided † q Invoice(s) not provided ** These warranties are transferred to the buyer, without charge or conditions.

USED CAR SALES CONTRACT BETWEEN INDIVIDUALS

Major repairs that the seller declares to have carried out (attach a list if necessary)

☐ none ☐ if applicable, describe below:

1- _____

☐ invoice(s) provided ☐ invoice(s) not provided

2- _____

☐ invoice(s) provided ☐ invoice(s) not provided

Defects declared but not repaired by the seller (attach a list if necessary)

☐ none ☐ if applicable, describe below:

Mechanical inspection certificate

☐ provided ☐ not required under the Highway Safety Code

Other clauses, for example, additional or reduced accessories (attach a list if necessary)

☐ none ☐ if applicable, describe below:

Vehicle selling price: \$_____ (includes the balance due to the seller's creditor, if applicable, but excludes registration, insurance, transfer fees, and taxes) applicable)

☐ Paid in full upon signing the contract

Method of payment (check, certified check, cash, wire transfer, etc.)

or

☐ Not paid in full upon signing the contract

Deposit paid in the amount of: \$_____

Method of payment of the deposit (check, certified check, cash, wire transfer, etc.)

The balance in full is due on: _____

Method of payment of the balance (check, certified check, cash, wire transfer, etc.)

or

The balance is due in _____ installments of \$_____ on (specify frequency or time)

_____ and a final installment (if applicable) of

\$_____

on _____.

Method of payment of installments (check, certified check, cash, wire transfer, etc.)

USED CAR SALES CONTRACT BETWEEN INDIVIDUALS

† Document(s) given to the buyer:

☐ upon signing the contract

☐ upon delivery of the vehicle

☐ on another date: _____

Delivery of the vehicle:

☐ upon signing the contract

☐ on another date: _____

Contract signed on (date) _____ in the city of _____

Signatures

Name of seller

Signature of seller

Seller's Witness Name (optional)

Signature of the seller's witness

Buyer's Name

Signature of the buyer

Name of buyer's witness (optional)

Signature of the buyer's witness

It is prudent to initial pages where signatures do not appear.

USED CAR SALES CONTRACT BETWEEN INDIVIDUALS

NOTICES

The Consumer Protection Act (CPA) does not apply to used car sales contracts entered into between individuals. In the event of a dispute, your recourse would be based on the provisions of the Civil Code of Québec (CCQ). These notices describe the rights and obligations of the seller and the buyer.

ODOMETER

There may be a difference between the distance actually traveled and the odometer reading if, for example, it has been altered, repaired, or replaced. If the odometer did not indicate the correct mileage and the buyer was unaware, they could have the sale canceled or obtain a price reduction. To verify this information, ask the Société de l'assurance automobile du Québec (SAAQ) for the vehicle record (\$12.25 in 2018), which contains the odometer readings from previous transactions. This measure has been in effect since September 10, 2001, meaning that any changes made to the odometer reading before this date cannot be detected this way.

VEHICLE IDENTIFICATION NUMBER (VIN OR SERIAL NUMBER)

The buyer should check several places to ensure it is identical: on the registration certificate, on the engine compartment firewall, on the left side of the dashboard, or inside one of the front doors.

ENGINE DISPLACEMENT

It is not enough to indicate the number of cylinders (e.g., 4 cylinders); only the displacement (e.g., 1600 cc/cm3), 1.6 L, or 98 in3) accurately indicates the engine size. **PREVIOUS USE**

If the car has been used by a business or public body, the identity of each should be indicated, in addition to specifying any special use made of it.

WARRANTIES IMPOSED BY LAW

- Warranty of ownership. Under the Civil Code of Québec (CCQ), the seller must guarantee that the car they are selling is not subject to any rights, debts, or hypothecs, except those they declared at the time of sale. They must pay them unless the buyer agrees to do so. To avoid any misunderstanding, the buyer must request proof of ownership (for example, a purchase contract or a lender's discharge) and consult the Registre des droits personnels et réels mobiliers du Québec (RDPRM). It costs \$14 to search by vehicle identification number AND by owner's name; They will need to verify that the information in both search results matches:

- 514 864-4949 (Montreal and surrounding areas)
- 418 646-4949 (Quebec City and surrounding areas)
- 1 800 465-4949 (toll-free)
- www.rdprm.gouv.qc.ca
- services@rdprm.gouv.qc.ca

- The quality warranty ensures that the vehicle does not have hidden defects that make it unfit for its intended use or that reduce its value so much that the buyer would not have purchased it. It is provided for in the CCQ and therefore applies unless the buyer waives it. Be aware, however, that a warranty waiver clause would be invalid

if the buyer were later able to demonstrate that the car had hidden defects and that the seller knew or could not have been unaware of them.

USED CAR SALES CONTRACT BETWEEN INDIVIDUALS

OTHER WARRANTIES

- If the seller offers a conventional warranty other than the manufacturer's warranty or a repair warranty, the buyer

must state its duration and scope.

- The manufacturer's warranty: the LPC stipulates that the transfer is free.

- An additional warranty is protection sold against vehicle defects and malfunctions

and is in addition to the warranties. When transferable, fees may apply. Indicate these in the contract.

- Repair warranties are also transferable, with no fees or conditions. This applies to both the basic warranty provided by the LPC for recent repairs (3 months or 5,000 km, whichever comes first)

and to the longer warranties offered by some repair shops. The buyer must ask the seller for the invoices. **MAJOR REPAIRS AND UNREPAIRED DEFECTS**

The seller must declare any major repairs the car has undergone, as well as any unrepaired defects. Note that,

under the CCQ, the seller is obligated to act in good faith; they must inform the buyer of all relevant facts, and they cannot limit themselves to answering their questions. If a problem arises that is not indicated or poorly indicated and is not the result of improper use on the buyer's part, the buyer could obtain compensation. They must request invoices proving that the repairs were actually carried out.

MECHANICAL INSPECTION CERTIFICATE

This document, issued by the SAAQ, is mandatory for a car rebuilt after a serious accident. It is also required for cars imported into Quebec, those that have not been registered for a year, and those that have been scrapped. On the website www.saaq.qc.ca, you will find a list of SAAQ-accredited mechanical inspection agents.

OTHER CLAUSES

All other clauses must be included in the contract or appended to it. If you use an appendix, each seller and buyer must sign it.

SIGNATURES

Both the seller and the buyer can bring a witness to help defend themselves if a problem arises. The witness will also sign the contract. If there is more than one page, it is prudent to initial those where signatures do not appear.