



Consignment contract

E & R Classics, Kleiweg 1, 5145 NA WAALWIJK

Name seller :
Address :
Postal code & residence :
Phone number :
Email address :
Bank account :

E & R Classics and seller both agreed to the consignment sale of the vehicle mentioned in this document.
The consignment sale will proceed on a "no cure no pay" basis.
After the car has been sold, the seller will be paid the sum mentioned in this document.
All cars will be sold under the margin scheme, unless explicitly stated otherwise.
The brokering by E & R Classics for consignment sales are contracted for 9 months.
If the car after 9 months has not been sold, E & R Classics will engage in further consultation with the seller.

During the consignment period the license will remain registered to the seller and the car should be insured by the seller.
If applicable, responsibility for renewal of the APK/MOT certificate during the consignment period lies with the seller.
The seller is not allowed to advertise the car during the consignment period.
E & R Classics will not be held responsible for technical defects of the vehicle.
Costs incurred for repairs of the car are on behalf of the seller.

Make and model :
License/chassis number :
Consignment price :

The car will be sold under the margin scheme and comes from a private collection. Seller cannot deduct taxes and buyer cannot set off taxes.
After the car has been sold, the consignment price will be paid out to the seller and this consignment contract will automatically turn into a purchase agreement with Victory Classic Cars BV (parent company of E & R Classics).

Comments :

Date :

Signature seller Signature E & R Classics

E & R Classics

Telephone: +31 416 751393 | Email: info@erclassics.com | Website: www.erclassics.com
E & R Classics is a tradename of Victory Classic Cars BV, Waalwijk

Additional information regarding consignment cars:

If the original registration plate remains with the owner, please make a copy of the registration card both from the front and the back. If it is still a paper license plate, then a copy of part 1.

- How has the car been restored and when (possibly by whom)?

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- Is history of the restoration documented by means of photos or invoices?

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- Is history available in general?

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- How has the maintenance of the last years been?

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- How has the use been in recent years? Driven a lot or a little?

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- Is the number of previous owners known?

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- How long is the car owned by the last owner?

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- Where was the car first delivered?

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- Other details / USPs

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Appendix: General conditions for mediation

Client and broker declare to have agreed with each other by signing the aforementioned agreement:

1. That by signing this agreement the client explicitly declares to be the rightful owner of the vehicle offered for mediation and is fully authorized to act regarding this vehicle.
2. That the vehicle remains at the expense and risk of the client - even during a test drive - until the moment of transfer of ownership to a buyer and client ensures adequate insurance until the moment of the transfer.

The client will also, if desired, ensure the timely renewal of the MOT.

3. That mediation takes place on the basis of No Cure No Pay. If there is a sale of the vehicle, the broker owes the client the amount stated in the signed mediation agreement. This mediation agreement is automatically transferred to a purchase agreement with Victory Classic Cars BV.
4. That all vehicles are sold under the margin system unless explicitly stated otherwise. (With the margin scheme, the car comes from private ownership, the seller has not received a pre-tax deduction and the buyer can not charge VAT.)
5. That, if there is a sale of the vehicle offered for mediation, the consignment price agreed in the agreement will be paid to the client 14 days after the delivery of the vehicle to a buyer.
6. That the client authorizes the mediator to make a test drive with the vehicle outside his presence (and without his prior permission). Test drives only take place with highly interested customers and under the guidance of an employee of E & R Classics.
7. That the client guarantees the correctness of the information provided by him about the vehicle and the authenticity of the vehicle. He / she indemnifies mediator against third-party claims relating to the vehicle. When deliberately providing incorrect information about the vehicle, all legal consequences will be carried by the client.
8. That the client is not permitted to advertise himself with the vehicle.
9. Victory Classic Cars BV can not be held liable for technical defects during the period that the vehicle is in mediation. Any costs for repair of defects are at the expense of the client.
10. That this agreement has been entered into for a period of 9 (nine) months. That the parties, if the mentioned vehicle has not yet been sold within this period, will consult each other further on the manner of continuing the mediation. After the duration of 9 (nine) months, this agreement can be terminated at any time in writing with due observance of a notice period of 1 month.

Initial read by the client: