

NOTICE TO PURCHASERS

1. Useful Tel. No's **Project Manager: Jan Eksteen** **Mobile: +27 (0) 82 806 8459**
Project Manager: Casper Rossouw **Mobile: +27 (0) 82 459 8877**
Auction Accounts: Tel: +27 (0)21 702 3206
Auction Queries: Tel: +27 (0)21 702 3206 x 250
2. Address C/o 1st & 6th Avenue, Montague Gardens
3. Directions Off Montague Drive, Montague Gardens into 1st Avenue
4. Viewing 01 October 2014 between 08:00 – 15:00
5. Sale Procedure All Attendees must register giving their **full South African address and telephone number. All attendees will be asked for secondary forms of identification i.e. Driver's License, Bank Reference, etc.** Following the completion of registration procedures a bid card will be issued under which purchases will be made. You are responsible for all bids made under this number. **IMPORTANT** – Once a bid number is issued you will have signed to acknowledge the conditions under which your bid is accepted. If in doubt, these conditions are available in the catalogue, on the sale site or at any of the GoIndustry offices worldwide.
6. Terms **ALL MONIES DUE MUST BE PAID IMMEDIATELY, AFTER THE AUCTION OR THE LATEST CLOSE OF BUSINESS, 15 AUGUST 2014 BY 12:00 BY BANK TRANSFER, INTERNET BANKING OR BANK GUARANTEED CHEQUE. LOTS MAY ONLY BE COLLECTED UPON RECEIPT OF CLEARED FUNDS:**
- Bank Guaranteed Cheques should be made payable to**
- "GoIndustry DoveBid S.A (Pty) Limited"**
- Bank details for Bank Transfer / Internet Banking:
GoIndustry Dovebid (SA) (Pty) Ltd
Nedbank Limited
Branch: Business Southern Peninsula, Cape Town
Branch Code: 123 209
Account No: 123 2145 246
Swift Code: NEDSZAJJ
- Cash deposit: **Please note that a fee of 1% + VAT will be charged on cash deposits.***
- NO CASH WILL BE ACCEPTED DUE TO SECURITY CONCERNS.**
- PLEASE NOTE: INTERNET & CARD FACILITIES AVAILABLE**
(A 4% admin fee will be charged on card payment of invoices.
There will be no admin fee charged on card deposit refunds)
7. Deposits In accordance with The Auction Terms and Conditions the Auctioneer reserves the right to request a deposit to be paid. **All buyers must lodge a R 5000.00 cheque deposit with the Auctioneer prior to registration.**
8. Buying Order For the convenience of buyers who may wish to make purchases, but who do not wish to attend the sale, the auctioneer will arrange to bid on their behalf. Please complete the Purchaser Buying Order Form at the rear of this catalogue. The Auctioneer shall not be liable for any neglect, default or failure in executing bids. There is a minimum bid of R200.00 per lot and viewing is strongly recommended.
9. Risk The Bidder is at risk once the hammer falls and is strongly advised to effect insurance at once.
10. Clearance **All lots to be cleared without fail by, Monday, 18 August 2014 at 15h00. Any lots not cleared will be subject to progress chasing. You should ensure that any haulier holds sufficient insurance cover for 'Public Liability and Goods in Transit.' Copies of the insurance cover should be made available to GoIndustry Site Supervisor before removal of goods from site.**
Note – No lots will be available for clearance during the auction.
The premises will be open 08:00am to 15:00pm on 15 August 2014.

Health & Safety

Clearance of all lots must be undertaken in accordance with current Health and Safety at Work Regulations. You may have to provide a "Work Method Statement" and "Risk

Assessment" approved by a GoIndustry Health and Safety Officer via the site supervisor, prior to the removal of any lots. GoIndustry reserve the right to halt clearance if they feel in their opinion, it is being carried out in an unsafe manner or without an approved "Method statement" and "Risk assessment", as stated.

Disconnection/ Oil / Liquid Removal

Electrical disconnections from the MAINS supply are the responsibility of the purchaser, unless stated otherwise and **MUST** be carried out by an Approved Electrician.

Any fluids remaining in the machine at the time of purchase are the responsibility of the purchaser and **MUST** be removed from site to conform with Control of Substances Hazardous to Health regulations.

11. Buyers Choice Where similar lots are indicated in the catalogue the Auctioneer may offer Buyers Choice. This allows the successful bidder to choose which (or all) lots in a given run they would like on a per lot basis taken either in or out of sequence.

No "Ringing" shall be permitted, and if the Auctioneer suspects that bidders are involved in such activity, he shall be entitled to suspend or terminate the Auction, or to prohibit those bidders suspected of such activity from making any further bids.

12. Transfer of Lots The Auctioneer will only accept payment from and permit removal of lots purchased by the Purchaser successfully bidding at the sale or its agent acting for the purchaser.

13. Despatching Due to security constraints, there will be no despatching of goods during the auction. NO EXCEPTIONS WILL BE MADE. All purchases are to be removed at the buyer's risk not later than **Friday , 03 October at 15:00pm**. Purchasers will be responsible for the loading of their purchases. The Auctioneer will not supply any labour or facilities to load.

DESPATCHING TIMES

Friday, 03 October 2014

Between 08:00- 15:00

14. Recording Please note this sale is recorded and we reserve the right to use the recordings to assist with resolving disputes or legal issues as appropriate.

15. Terms and Conditions The attention of Purchasers is drawn to the Terms and Conditions included in this Catalogue.

16. Finance Company The Auctioneers draw to the attention of buyers contemplating purchasing goods through a finance company that arrangements should be made well in advance of the Sale so they may make payment in accordance with the Terms and Conditions.

17. Indivisible Loads Successful Purchasers must obtain the necessary permission (i.e. Police, Ministry of Transport, Local Authority) to transport off site loads (long / wide loads) within sufficient time prior to the commencement of clearance of those items, in order to comply with the clearance period as stated in the Notice to Purchasers.

18. VAT All South African companies or individuals will be charged VAT at 14% on the purchase price, except on the abandoned vehicles.

If you intend to export your purchases using your own transport (either by Sea or Air) then VAT will be levied and refunded upon receipt of satisfactory documentation.

GoIndustry DoveBid reserve the right to refuse to accept the bid of any attendee should they be unable to satisfy GoIndustry DoveBid on any of the above.

TERMS AND CONDITIONS

1. These Conditions together with those conditions set out in the Notice to Purchasers ("Notice to Purchasers") appearing in an auction catalogue are the only terms and conditions upon which GoIndustry DoveBid S.A (Pty) Limited ("the Auctioneer"), acting as agent for the Vendor, will sell goods by way of auction to a purchaser ("the Bidder") and all other conditions, whether express, or implied as are capable of lawful exclusion are hereby excluded.
2. The Auctioneer may, at its discretion or upon the instruction of the Vendor:
 - (a) Alter or withdraw all or any lots referred to in an auction catalogue up to the moment at which the hammer falls in relation to such lot(s).
 - (b) Where a reserve has been placed on any lot, withdraw that lot in the event that the highest bid price does not meet the reserve.
 - (c) Where two or more consecutive lots are similar in quantity and description offer a choice on any subsequent lots to the bidder at the same price.
 - (d) Bid for any lot or lots offered for sale at the auction.
 - (e) Make announcements at the commencement of and during the course of the sale, and the Bidder shall be bound by such announcements whether or not he is present at the time such announcements are made.
3. Each lot shall be sold to the highest bidder and in the event of any dispute arising between bidders such dispute shall be dealt with in such manner as the Auctioneer may in its absolute discretion determine.
4. Bidding shall be regulated by the Auctioneer in such manner as it may think fit and, without prejudice to the generality of the foregoing the Auctioneer may without ascribing any reason therefore, refuse to accept any bid or may itself bid for the lot in question on behalf of any third party.
5. The Bidder will pay to the Auctioneer a premium, excluding Value-Added Tax at the then current rate ("VAT") on all lots purchased, as stipulated in the Notice to Purchasers. The premium is not negotiable and is payable by all purchasers. It is recorded that the Auctioneer, when acting as agent for the Vendor, shall also be entitled to receive commission from the Vendor.
6.
 - (a) Immediately following the fall of the hammer the Bidder may be required to pay the Auctioneer in cash, or in whatever form the Auctioneer may agree, a deposit of 25 per cent of the price of each lot which it has purchased and will supply the Auctioneer with whatever information the Auctioneer may require concerning the identity and address of the Bidder. Deposits paid hereunder shall be held by the Auctioneer as general deposit for all lots purchased by the Bidder at the auction;
 - (b) The balance of monies due in respect of goods purchased by the Bidder will be paid to the Auctioneer in the manner and on or before the date specified in the Notice to Purchasers.
 - (c) All lots shall be removed by the Bidder from the premises at which they are sold (subject to the conditions set out in Paragraph 7 hereof) not later than the time and date specified in the Notice to Purchasers.
 - (d) Should the Bidder fail to comply with any of its obligations stipulated herein, the lot or lots which have been sold to it or any part thereof may be re-offered for sale, destroyed or otherwise disposed of by the Auctioneer in any manner as it shall in its absolute discretion deem fit, and any deposits paid to the Auctioneer shall be forfeited by the Bidder;
 - (e) In addition to the forfeiture of the deposit and without prejudice to any claims that the Auctioneer and/or the Vendor may have against the Bidder for breach of contract or otherwise the Bidder will also be liable from the expiration of the time referred to in Paragraph 6(c) hereof for all storage, security and administration expenses and the cost of and incidental to re-selling and/or otherwise disposing of the goods not removed by the Bidder in terms hereof.
7.
 - (a) The Bidder will only remove lots from the Vendor's premises by previous arrangement with, and subject to the supervision of, the Auctioneer or its appointed representative(s);
 - (b) The Bidder will not be permitted to remove any lots it has purchased from the Vendor's premises until all sums due in respect thereof have been paid;
 - (c) If, in the Auctioneer's opinion, removal of any lot or part thereof will be likely to cause damage to the Vendor's premises, or any other damage which the Bidder is either unable or unwilling to rectify, the Auctioneer may by notice to the Bidder rescind the sale of such lot or permit the removal thereof from the premises to proceed subject to such conditions as are set out and as the Auctioneer may think fit to impose pursuant to Paragraph 8 hereof;
 - (d) Should any party claim possession of or title to all or part of a lot prior to its removal from the Vendor's premises, the Auctioneer reserves the right to rescind the sale thereof or to permit the removal thereof from the Vendor's premises subject to such conditions as it may see fit to impose.
8. The Bidder will be responsible for all damage that it, its carriers or its agents may do to the property of any third party (and in particular, to the Vendor's premises) in removing the lot(s) it has purchased. Should the Auctioneer consider such damage likely to occur, it may require the Bidder to deposit such sum of money with the Auctioneer, by way of security for the costs of reinstating that part of the premises likely to be damaged by the removal of a lot, as the Auctioneer may require. Should the Bidder refuse to deposit such monies, the Auctioneer may refuse the Bidder access to the Vendor's premises for the purpose of collecting all or any of the lots it has purchased, or rescind the sale of such lot in which case the Bidder shall forfeit the deposit paid in terms of clause 6(a) and the provisions of clause 6(e) shall also apply.
9.
 - (a) Risk in and to the lot(s) purchased by the Bidder shall pass to the Bidder once the hammer falls. The Bidder is advised to effect in respect of all such risks arising thereafter any insurance it may consider necessary. The duty of the Auctioneer and/or the Vendor to deliver lots shall be deemed performed upon the fall of the hammer even if a lot is subsequently damaged and/or part thereof has been lost.

- (b) Ownership in each lot shall not pass to the Bidder until (i) full payment therefore has been made or (where payment or part payment is made by cheque) until the cheque(s) in question have been cleared and (ii) each such lot has been removed from the premises in its entirety.
10. The Vendor and the Auctioneer shall not be liable in respect of any claim by the Bidder, whether in contract or in delict of any nature whatsoever, including but not limited to indirect or consequential damages, loss of profit or special damages, arising out of or in any way in connection with the sale or purported sale of all or any of the goods. Liability, if any, that may be attributed to the Vendor and/or the Auctioneer shall be limited to the amount of the deposit or purchase price (as the case may be) paid by the Bidder in respect of the goods which are the subject of the claim.
 11. All goods are sold voetstoots. Illustrations in auction catalogues are for identification only. The Auctioneer has used its reasonable endeavours to ensure that the description of each lot(s) appearing in auction catalogues are accurate, but the Bidder relies upon such description at its own risk. Bidders should satisfy themselves prior to the sale as to the condition of the lot and should exercise and rely on their judgment as to whether the lot accords with its description. No lots sold in an auction catalogue are sold as new. Subject to the obligations accepted by the Auctioneer under these Terms and Conditions neither the Vendor, the Auctioneer or its servants or agents is responsible for errors of description or for the genuineness or authenticity of any lot and no warranty whatever is given by the Auctioneer, its servants or agents or the Vendor to the Bidder in respect of any lot and any express or implied conditions or warranties are hereby expressly excluded.
 12. The price at which the Bidder purchases each lot will be exclusive of the premium (payable under clause 5) and VAT. Where the Bidder intends any lot to be exported from the Republic of South Africa a refund of VAT will (subject to the applicable laws and regulations in force from time to time) be available upon the production by the Bidder of such proof of the export as the Auctioneer may require.
 13. The Vendor and/or the Auctioneer shall not be responsible to any person or persons for any liability, accident, injury or loss howsoever arising, sustained by such person or persons who may attend at the premises for the purpose of the auction, inspection, purchase, collection or any other business, whether due to the Vendor and/or the Auctioneer's negligence or not.
 14. Certain lots may have been included on behalf of other clients in the sale by permission of the Vendor.
 15. Delivery of lot(s) purchased by the Bidder (which shall be at the sole expense of the Bidder) may not be required by him outside normal business hours and is to be made within a reasonable time following payment in full. In determining what is a reasonable time just allowance shall be made for all relevant contingencies which may arise otherwise than by the negligence of the Vendor and/or the Auctioneer, and in particular, but without prejudice to the generality of the foregoing, for any suspension or failure of material services, civil commotion, strike or other industrial action, or other impediment to normal delivery outside the control of the Vendor and/or the Auctioneer. Neither the Vendor nor the Auctioneer shall be required to incur any expense towards overcoming such impediment unless put in funds to meet such expense by the Bidder. The Auctioneer shall not be obliged to take any legal proceedings for the removal of any such aforesaid impediment to delivery of lot(s) which might in its own judgement exacerbate the matter or be detrimental to its own reputation or goodwill.
 16. It is expressly brought to the Bidder's attention that, at the time of sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Machinery and Occupational Safety Act No 6 of 1983, the Occupational Health and Safety Act No 85 of 1993, and any regulations promulgated thereunder, or any other laws in the Republic of South Africa, which govern the use of that plant, machinery or equipment in a working environment. Successful Bidders for any such plant, machinery or equipment are hereby required to ensure that the use of any such plant and equipment at a place of work within the Republic of South Africa does not contravene any laws applicable thereto, and hereby indemnifies the Auctioneer and/or Vendor against all liability howsoever caused or arising from its failure to do so.
 17. The Bidder must comply with all current legislation and regulations in relation to the removal and/or disposal of waste including hazardous waste and may be required to satisfy the Auctioneer in relation to their disposal/removal procedures. Where waste materials are removed all work must be undertaken by an approved and licensed contractor.
 18. Where the Bidder loads any item of plant, machinery or equipment contained in a lot or lots to remove it from the premises, the Auctioneer shall be under no liability whatsoever to the Bidder or any third party for any damage however so caused by the removal and the Bidder shall be responsible for and indemnifies the Auctioneer against any damage or loss which the Auctioneer may suffer or incur in respect of loss, damage or injury suffered by the Bidder's employees or any third party arising from the removal of the plant, machinery or equipment. The Bidder also indemnifies the Auctioneer against any loss or damage suffered by the Auctioneer which directly or indirectly is attributable to the nature of the plant, equipment or machinery acquired by the Bidder whether through breakage rust decay, desiccation, leakage wastage, inherent or latent defect or vice or nature deterioration.
 19. The Bidder acknowledges that any software or intellectual property rights attaching to a lot or lots may not be the property of the Vendor or capable of transfer by the Vendor and that neither the Vendor nor the Auctioneer is in any way authorising the use by the Bidder of such software or intellectual property rights and that accordingly any use of such software or exploitation of such intellectual property rights shall be at the Bidder's sole risk.
 20. These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa and any disputes will be subject to the jurisdiction of the South African Courts.