

## RULES OF AUCTION AND CONDITIONS OF SALE

- A. **AUCTIONEER:** **GOINDUSTRY DOVEBID AFRICA (PTY) LTD**
- B. **AUCTION DATE:** **11 April 2019**
- C. **AUCTION LOCATION:** **Live Warehouse Auction 10 Evelyn Road, Retreat  
( [www.go-dove.com/southafrica](http://www.go-dove.com/southafrica) )**
- D. **AUCTION TIME:** **10H00**

- 1.1. The Auctioneer certifies that, to the best of its knowledge and belief, these rules of auction comply with Section 45 and the Regulations of the Consumer Protection Act 68 of 2008 ("the Act").
- 1.2. Notice is hereby given that the auction is subject to:
- 1.2.1. a reserved price;
- 1.2.2. a right on behalf of the seller to bid at the auction; and
- 1.2.3. a right of the Auctioneer to bid, at the auction on behalf of the seller, or as proxy for a registered bidder.
- 1.3. Only the Auctioneer or his agent/s shall be entitled to bid up to the reserve price on behalf of the seller but shall not be entitled to make a bid equal to or exceeding the reserve price
- 1.4. The Auctioneer has a non- interest bearing trust account into which all moneys will be paid for the benefit of the seller, less any buyer's premium payable to the Auctioneer in terms of the Sale Specific Terms and Conditions that applies to this auction sale ("the Terms and Conditions").
- 1.5. The rules of this auction comply with Section 45 of the Act and the following provisions are brought to your attention.
- 1.5.1. In this agreement, "auction" includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.
- 1.5.2. When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
- 1.5.3. A sale by auction is complete when the Auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.
- 1.6. Subject to any reserved price and acceptance of the highest bid by the seller, the highest bidder (when the Auctioneer announces the completion of a sale by the fall of the hammer or in any other customary manner) is the purchaser of the goods or lots on auction.
- 1.7. Each bid will constitute an offer to the seller on the terms contained in the Terms and Conditions.
- 1.8. The Terms and Conditions will be available for inspection:
- 1.8.1. on the Auctioneer's website and at the Auctioneer's offices at least 24 (twenty four) hours prior to the auction; and
- 1.8.2. at the auction location.
- 1.9. Every prospective bidder must, prior to the commencement of the auction, read and understand the terms and conditions and any queries in connection therewith must be raised prior to the commencement of such auction. A prospective bidder may not bid unless he has done so.
- 1.10. The auction will commence at the published time (as per paragraph D above) and shall not be delayed to enable any specific person or other persons in general to take part in the auction.
- Any person who attends the auction to bid on behalf of another person or a company must produce a letter of authority expressly authorising such person to bid on behalf of that person. Where a person is bidding on behalf of a company, the letter of authority must appear on the company's letterhead and must be accompanied by a certified copy of the resolution authorising such person to bid on behalf of the company.
- 1.11. Every prospective bidder shall register his or her identity in the bidder's record prior to the commencement of the auction and sign such registration entry. The registration of identity must meet the requirements of the Regulation 30 (2) of the Act in respect of the establishment and verification of identity and address details.

- 1.12. The Auctioneer may not accept bids from bidders who are not registered in accordance with these rules of auction. Any bid taken from an unregistered person is invalid.
- 1.13. A registered bidder may be required to pay a refundable deposit in certain instances.
- 1.14. The Auctioneer will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of the lot by the seller.
- 1.15. The conduct of the auction is subject to the control of the Auctioneer who has the sole right to regulate the bidding procedure. 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
- 1.16. The bidders' record and the vendor roll will be made available for inspection at the offices of the Auctioneer during normal business hours without the charge of a fee. The bidders' record will also be available for inspection at the auction.
- 1.17. The sale shall be by the rise and fall of the hammer and the lot shall be sold to the highest bidder subject to these rules of auction and the Terms and Conditions.
- 1.18. Every bid shall constitute an offer to purchase the lot for the amount bid, which the seller or the Auctioneer may accept or reject in their absolute discretion. The seller and the Auctioneer are entitled, in their absolute discretion to withdraw the lot from sale prior to acceptance by the seller unless the seller instructs the Auctioneer to accept a lower bid.
- 1.19. In the event of any dispute between the bidders, the decision of the Auctioneer shall be final and binding and any error by the Auctioneer shall be entitled to be corrected by him.
- 1.20. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Terms and Conditions, during which time the offer shall be open for acceptance by the seller or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.21. The purchaser's offer shall remain open for acceptance by the seller or by the Auctioneer on behalf of the seller, until expiry of the confirmation period. The purchaser and the Auctioneer acknowledge and agree that this provision is for the benefit of the seller.
- 1.22. The purchaser's offer shall be deemed to have been accepted only when the seller or the Auctioneer (whichever may be applicable) has signed the Terms and Conditions on behalf of the seller and the seller shall not be required to notify the purchaser of the acceptance of its offer prior to expiry of the confirmation period.
- 1.23. Should the Seller reject the purchaser's offer, the Auctioneer will repay to the purchaser any deposit and commission paid to it in terms of the Terms and Conditions.
- 1.24. In the event of the sale requiring the consent of any statutory authority or any court of law, then this auction sale is subject to the granting of such consent.
- 1.25. The Auctioneer is entitled to proceed with the auction, without reading the rules of auction, if no bidders object as per Regulation 21(8) (a) of the Act.
- 1.26. Bidders shall be given a reasonable time and opportunity to inspect the goods prior to the commencement of the auction at a date and time specified by the Auctioneer and no fee may be charged for such opportunity. An Auctioneer may however:
  - 1.26.1. refuse or restrict access to such goods if the prospective bidder, after gaining access, in any way acts unlawfully or contravenes the rules of auction; and/or
  - 1.26.2. require a prospective bidder to adhere to or submit to any security measures reasonably applicable in the circumstances.
- 1.27. All items are sold voetstoots No representations or warranties are made by the Auctioneer or the Seller. Neither the Auctioneer nor the Seller shall be liable in consequence of any representation made by them at or before the Auction. In particular, no warranties are made regarding motor vehicles in respect of year, make or model thereof.
- 1.28. The Seller and Buyer agrees that the Auctioneer will not be held liable in the event where there is a delay in obtaining and/or clearing the eNatis documents on vehicles. As the Auctioneer is only acting as

an agent for the Seller, the Seller shall remain responsible to ensure that the eNatis documents are available for the Buyer.

- 1.29. No items shall be removed prior to full payment thereof as well as the receipt of a valid release note.
- 1.30. A 16% Buyers Premium plus VAT shall be charged and is payable by the Purchaser.
- 1.31. If any item is sold subject to confirmation, the confirmation period will be for seven (7) days from the date of the Auction during which period the Purchaser shall not be entitled to withdraw his offer.
- 1.32. AUCTION COST
  - 1.32.1. In compliance with Regulation 21(2)(l) of the Act, the Auctioneer hereby notifies that the total costs of advertising and conducting the auction are as follows:
  - 1.32.2. Goods and Services in relation to any goods or lot (other than immovable property) (payable by the Seller)
    - 1.32.2.1. Advertising costs, R23 170.34 (Excl. VAT)
    - 1.32.2.2. 15% VAT
- 1.33. Bidders are hereby made aware that in the event of cancellation of a transaction due to late payment or non payment of the purchase price:
  - 1.33.1. the Auctioneer stands to suffer damages and loss in the form of advertising costs, Auctioneers commission and buyers premium (where applicable);
  - 1.33.2. the Seller stands to suffer damages and loss, including but not limited to the potential liability to pay the Auctioneer (i) the damages and loss referred to in clause 1.33.1 above, (ii) the difference between the highest bid price and the price at which the goods (or lot) may finally be sold and (iii) such further common law damages which the seller may be able to prove to have suffered;
  - 1.33.3. the Bidder and/or Purchaser may be held liable to the Seller and the Auctioneer in respect of the damages referred to in clauses 1.33.1 and 1.33.2 above subject to the limitation contained in Regulations 24 (d), (e) and (f) of the Act
- 1.34. All parties should note that the Auctioneer is only acting as an agent on behalf of the Seller in the auction.
- 1.35. Payment date: 12 April 2019
- 1.36. Clearance date: 16 April 2019
- 1.37. I hereby certify that the rules of auction to the best of my knowledge meet the requirements of Regulation 21 of the Act.



Auctioneer:  
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