

PARTICIPATION FORM

NAME OF THE AUCTION: TRANSNET FREIGHT RAIL – SALE 142

DATE OF THE AUCTION: 20 JUNE 2019

FORM TO BE COMPLETED, INITIALED, SIGNED AND SENT TO sa.sales@go-dove.com OR BY FAX TO (021)7023207

FOR ANY REGISTRATION ENQUIRIES CONTACT CUSTOMER SUPPORT AT 0860 00 00 10

Your company name: _____ Contact person: _____

Dear Participant,

Thank you for your interest in this auction.

In order to participate in this auction you are required to complete, sign and initial every page of the participation form and return this form to GoIndustry Dovebid together with the FICA documents of the buyer as well as the proof of payment of the registration fee as well as your company's "letter of good standing with the Workman's Compensation Fund. All of these documents to be sent to sa.sales@go-dove.com or by fax to (021) 7023207

Kindly note that by completing this participation form and taking part in the auction you give consent and agree to the following:

1. Rules of Auction, Conditions of Sale and Participation Form

By participating in this auction, you the buyer agree and consent to be bound by the Rules of Auction, Conditions of Sale and conditions as per this participation form. You furthermore agree and consent to the terms and conditions applicable to the use of our website.

_____ (Initial)

2. Registration fee

2.1 In order to participate in this auction a refundable registration fee of R_____ is payable.

2.2 Should you be interested in taking part in the Rolling Stock in the auction one registration fee of R50 000 is required.

Please state which part of this event you will be participating in:

2.2.1 Lots: 1 - 100

(Minimum R50 000 registration fee)

2.2.2 Lots 101 - onwards

(Minimum R5 000 registration fee)

2.3 Please indicate your budget for this auction: R_____

2.4 GoIndustry Dovebid reserves the right to request a further registration fee up to 20% of your intended budget, should this be deemed necessary. This clause may also be applied in instances where you the buyer have received a Letter of Demand during the past 6 (six) months leading up to this auction.

2.5 GoIndustry Dovebid furthermore reserves the right to request a 25% upfront payment on the invoice amount directly following the close of the auction.

2.6 In the event that you have a revolving registration fee with the agent, please note that this registration fee may not be applied in instances where the purchaser is still within the payment and/or clearance period of the first auction and will the purchaser be requested to make a separate payment of the registration fee for the next upcoming auction.

2.7 A copy of the proof of payment must accompany this document.

Payment of the registration fee to be made to the following bank account:

Account Name: GoIndustry Dovebid SA (Pty) Ltd

Account Number: 10635 93913

Bank Name: Nedbank

Bank Code: 123 209

Swift Code: NEDSZAJJ

Ref No: _____ (please use your company name)

2.8 The registration fee paid to GoIndustry Dovebid is a refundable fee and will only be retained in the event of default by the buyer.

2.9 The registration fee will be held in a non-interest bearing trust account of GoIndustry Dovebid pending the outcome and finalisation of the sale.

2.10 In the event that you are not a successful bidder, this registration fee will be refunded to your nominated bank account within 3 (three) working days after the closure of the sale.

2.11 In the event that the bidder is successful the registration fee will only be refunded once all of the purchased lots in their entirety are paid for in full and has been removed from site within the prescribed period.

2.12 The registration fee cannot be used to form part of any payment.

_____ (Initial)

3. Payment Terms & Clearance

3.1 Payment date: 27 June 2019

3.2 Clearance date: 04 July 2019

3.3 A Buyer's Premium of 16% (as indicated in the Conditions of Sale) will be added to your winning bid on the invoice.

3.4 VAT: 15% will be charged on all sales including the Buyer's Premium

3.5 All monies due must be paid by electronic transfer (EFT) only.

3.6 All of the assets reflecting on one invoice constitutes one undividable transaction and will no split invoicing or releasing be allowed.

3.7 Defaults on payments:

- 3.7.1 In the event that the payment is not received and cleared into our account within 7 days after the invoice, your invoice will be cancelled and you will forfeit your registration fee.**
- 3.7.2 We reserve the right to resell the assets and keep you liable for any shortfall and/or spilled costs.**
- 3.7.3 In the event that the default/breach is not rectified you will not be allowed to take part in any future GoIndustry Dovebid auction.**

_____ (Initial)

3.8 Removal of assets:

- 3.8.1 In the event that the assets are not removed from site on/or before the specified clearance date, the sale may be cancelled and you will forfeit your registration fee.
- 3.8.2 We reserve the right to resell the assets to defray any storage costs accrued during the non-clearance/removal period.
- 3.8.3 Storage fees will be levied from the day after the clearance/removal of the assets were due up until date of removal and/or the resale of the assets.
- 3.8.4 Please note that removal of an asset from site will act as confirmation that the buyer has satisfied themselves with the purchase and that there is no pending issue with regards to the assets removed.
- 3.8.5 In the event that the purchaser encounters any problems with the assets, the assets should not be removed from site and the buyer should lodge a formal enquiry with GoIndustry Dovebid. On notification an investigation will be entered into, however kindly note that we continue to reserve our rights as set out in Clause 4 hereof.

3.9 Collection/Removal Date of the rolling stock scrap (Lots 1-100) shall be 30days from the date of the approval/sign-off of the Health & Safety EMP file.

3.10 Kindly note that all release notes from Lot 1 – 100 will be issued to the relevant Transnet Asset Disposal team and a representative will contact you regarding collection. Furthermore lots 101 onwards the release note will be issued to the TFR SCS team and a representative will contact you.

3.11 Please ensure that the wagons are verified on site against the lot downloadable document. Verification must be confirmed by way of a signature on the downloadable document.

3.12 Bidder must sign in the signature column for each wagon.

3.13 Transnet Representative to co-sign in space provided on downloadable document.

3.14 The signed downloadable document to be emailed immediately to Willie Botha and Charmaine Barnard: Willie.Botha@liquidityservices.com / Charmaine.Barnard@transnet.net BEFORE any processing/cutting can commence.

_____ (Initial)

4. Sale specific Terms and Conditions

The following sale specific terms and conditions apply to this transaction:

- 4.1 All potential buyers are required to fill out, sign and initial each page of this form and then send it back via email or fax, together with the proof of payment of the registration fee and FICA documents of the buyer.
- 4.2 Inspection details: By Appointment Only
- 4.3 Only standard working hours apply when collecting assets.
- 4.4 Assets are sold Ex Site.
- 4.5 All assets are sold “as is, where is” on a “voetstoots” basis. It is the responsibility of the buyer to acquaint themselves with the assets as well as the condition thereof prior to bidding thereof.
- 4.6 It is the responsibility of the buyer to arrange removal, dismantling as well as insurance on the assets and will the buyer be responsible for all associated costs in this regard.
- 4.7 No assets may be removed from site prior to the buyer receiving a valid release note. Neither GoIndustry nor the Seller will be liable for any costs in the event where a buyer arranged for removal prior to a valid release note being issued.
- 4.8 Buyers are required to remove all waste plastic, wood and hazardous materials that form part of their lots that they purchased.
- 4.9 The buyer needs to ensure that they have the correct permits and/or SHEQ files required by law prior to dismantling and removal of the assets.
- 4.10 Although information has been obtained from sources deemed to be reliable, GoIndustry Dovebid makes no warranty and/or guarantee expressed or implied, as to the accuracy of the information.
- 4.11 Photographs shown on the website might be of similar lots. It is the buyer's responsibility to satisfy themselves by inspection of the assets of the appearance and condition of the specific lot that they are bidding on.
- 4.12 GoIndustry Dovebid reserves the right to resell any asset/lot in dispute by putting it up for auction again.
- 4.13 Withdrawal of lots and/or cancellation of a sale:**
 - 4.13.1 GoIndustry Dovebid reserves the right to withdraw assets from the sale at any time prior to the closure of the auction.**
 - 4.13.2 GoIndustry Dovebid furthermore reserves the right to cancel a sale (after the closure of the auction) for any reason within a period of 4 months after the sale. In which case the sole remedy to the buyer will be a refund of the total purchase price and commission actually paid.**
 - 4.13.3 Clause 4.13.2 will be specifically taken into consideration in instances where human errors occurred during the upload of the auction.**
- 4.14 Transnet will deregister all vehicles sold on their behalf.
- 4.15 Upon collection, Purchasers are to collect and sign a yellow form from a Transnet representative on site.
- 4.16 Please note that as from 1 November 2012 the TCC (top centre castings) will have to be reclaimed from the disposal sites.
- 4.17 Please note that the 9% deduction is inclusive of this and any other components that might be reclaimed.
- 4.18 A copy of your company's “letter of good standing with the Workman's Compensation Fund” must be sent through with this participation form. (Please note no approvals for bidding without letter of good standing)
- 4.19 EMP needs to be in place and handed over to Transnet for approval prior to any work done.
- 4.20 Please note the IMS Procedure Manual No. 015 is now available under auction notes.
- 4.21 All Transnet employees hereby expressly agree that they have obtained the necessary permission to bid on the assets that forms part of this auction, either in their personal capacity or in another capacity representing another company or entity.

_____ (Initial)

5. Estimation of Weights Advertised



PARTICIPATION FORM

- 5.1 Tare weights shown have been obtained from the manufacturer's data sheet. It is the bidders/buyers sole responsibility to satisfy themselves of the correctness of the tare weights and the correctness of the actual weight. The estimated weight is for guidance purposes only and any reliance by the bidders/buyers on such weight is done so at their own risk and will neither the auctioneer nor Seller accept any liability for any deviation of the estimated weight from the actual weight.
- 5.2 All weights shown in the lot catalogue are for guidance purposes only.
- 5.3 GoIndustry DoveBid SA (Pty) Ltd are selling units and NOT mass, unless specified.
- 5.4 GoIndustry DoveBid South Africa (Pty) Ltd has deducted 9% from the estimated weights in order to allow for wear and tear, corrosion and missing parts/components from lots (units) and for reclaimable components. **Notwithstanding, this further deduction the bidders/buyers should in no way whatsoever regard the estimation as correct and the actual weight may still substantially differ/vary from the actual weight.**
- 5.5 The bidders/buyers accept that the actual weight may differ/vary from the estimated weight and the bidders/buyers should inspect the lots (units) to satisfy themselves of factors which may affect the actual weight.
- 5.6 Included in the 9% deduction is an allowance for Transnet to reclaim certain components such as and not limited to: **Couplings, Break Boosters, springs, Piping etc. Kindly contact Herman Liversage for a complete list of these components.**
- 5.7 These components will be marked with spray paint identifying the components Transnet wish to reclaim. The purchaser is to take care as to not damage these components during the scrapping process.
- 5.8 **Some lots may be sold without the bogies and/or wheels. The estimated weight is the weight without bogies and/or wheels, if the bogies and/or wheels are not included with the lot. However it is the bidder's responsibility to satisfy themselves that these weights shown are accurate.**
- 5.9 Please note that all bogies included with your lot, must be damaged on site prior to removing from the cutting site.
- 5.10 All rolling stock wheels (iron and steel) need to be cut through the ride surface to such a degree that the wheels cannot be re-commissioned.
- 5.11 This will be done by flame cutting a single cut through the tyre section 100mm into the wheel centre, as well as flame cutting through the entire bearing centre, thereby rendering these components useless for any future rolling stock application.
- 5.12 The side frames of the bogies must be totally cut in half as well.
- 5.13 The axles must be totally cut in half.
- 5.14 All metals sold on this event, regardless of the current form, have been declared as scrap articles by Transnet and therefore any further disposal/sale of the goods bought are governed by the latest ITAC regulations. (International Trade Administration Act, 71 of 2002 (the Act))
- 5.15 **Any bogies that are shown to remain as per the downloadable documents must be disabled and not running free on the tracks. The buyer shall either remove the bogies totally from the track, or take at least 2 wheels off the tracks, by means of a hydraulic jack, so these bogies cannot be moved freely. This is a safety issue and it is imperative that this instruction is followed**
- 5.16 **Certain Lots** may be sold on a Price per Ton Basis, the description on the Lot report/invoice and release note shall indicate the specific words indicating that the weights are to be reconciled by means of weigh bridge tickets. The Bid Price is based on Price per Ton, however in the interim you will be invoiced for on an approximate weight pending verification per weigh bridge tickets. This will be made clear in the description of the lot. In the absence of this wording on the various documents, no reconciliation will be done post auction and are the assets sold based on estimations as per clauses 3.1- 3.5.
- 5.17 **No claims will be entertained post auction if there is any discrepancy in weights.**
- 5.18 All risk shall be transferred to the buyer on invoice of lots purchased.
- 5.19 The buyer shall be invoiced for any damage to the reclaimable (bogies, coupling) during the processing of the purchased lots.

_____ (Initial)

6. Machinery and Occupational Safety Act 6 of 1983

These regulations below are valid, in terms of Section 43 (5) of the Occupational Health & Safety Act
Kindly note in particular the provisions of Regulations 9 (1) (a), 9 (1) (d), and 9 (5).

9(1) No employer or user of machinery shall require of PERMIT welding or flame cutting operations to be undertaken, unless –
(a) The person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards which may arise from its use;(d) The workplace is effectively partitioned off where practicable and where not practicable all other persons exposed to the hazards contemplated in paragraph (b) are warned and provided with suitable protective equipment.

9(5) Where hot work involving welding, cutting, brazing or soldering operations is carried out at other than workplaces which have been specifically designated and equipped for such work, the employer shall take steps to ensure that proper and adequate fire precautions are taken.

_____ (Initial)

7. Important notice with regards to eNatis documents of vehicles

No vehicle will be release unless the following is adhered to: (Even if the vehicle is paid in full and/or financed it will not be released unless the conditions are fulfilled)

- 7.1 Change of ownership form to be completed
- 7.2 Certified copies of ID and proof of address as well as proxy letter must be provided
- 7.3 An administration fee of R1750.00 per vehicle will be charged additionally
- 7.4 Please note that GoIndustry Dovebid only acts as an agent on behalf of the seller and will endeavour to assist in all possible means to obtain the documents from the sellers, however the liability to provide same remains with the seller.

_____ (Initial)

8. Special conditions relating to all vessels

- 8.1 Inspection Details: Interested parties may view and inspect the crafts, at the ports where they are situated, by appointment with the Procurement Manager or his duly delegated Transnet National Ports Authority official. Unscheduled appointments will not be accommodated.
- 8.2 Collection/Removal Date: No later than 60 days post sale. The Successful Bidder shall be liable to the Transnet National Ports Authority for such further port charges, in the event of it not being removed within the set timeframes. In the event that the craft is bought for the purpose of scrap, the Successful Bidder shall be afforded 90 days to complete the breaking up and removal of the craft from the port. Should the Successful Bidder fail to do so, the craft will then be sold by Transnet National Ports Authority to defray any costs incurred to dispose of the said craft.
- 8.3 The Successful Bidder will be liable for such port charges as prescribed in the Transnet National Ports Authority Tariff Book in respect of any port services which Transnet National Ports Authority shall be required to provide in relation hereto.
- 8.4 All craft and equipment are sold Ex Site.
- 8.5 All craft and equipment are sold "as is" voetstoots." All removal and insurance costs associated with the removal and/or breaking up of the craft shall be the responsibility of the Successful Bidder. It is the responsibility of the Successful Bidder to arrange removal and insurance as well as the cost related thereto.
- 8.6 The Successful Bidder shall ensure that all the activities i.e. removal or break up, carried out on Transnet National Authority property will be done according to all relevant legislation e.g. Occupational Health and Safety Act 85 of 1993, National Port Act 2005, subsequent Port Rules (e.g. Hot work permits), the Port's Operational requirements and all the other legislative and environmental requirements.
- 8.7 The Successful Bidder is required to remove all plastic, wood and hazardous material that emanate from the crafts purchased and shall be liable to Transnet National Ports Authority for such costs which it may incur to remove such waste in the event of the Successful Bidder not removing such material.
- 8.8 The Successful Bidder shall be required to obtain such permits as may be necessary to handle any hazardous material and toxic waste that may be present when the craft is broken up.
- 8.9 Transnet National Ports Authority will deregister all floating craft sold on their behalf with the South African Maritime Safety Authority [SAMSA] and the Successful Bidder shall be obliged to take such other legal steps as may be required to register the floating craft in their name at their own costs with SAMSA.
- 8.10 The Successful Bidder shall not be entitled to use the craft purchased in terms hereof, under any circumstances and for any operations that are performed by Transnet National Ports Authority in any South African Port.
- 8.11 Work to be done on slipway subject to an application to do so to Transnet National Ports Authority and all fees be paid and SHE compliance adhered to.
- 8.12 In the event that the Successful Bidder elects to break up the craft, such Successful Bidder shall be required to prepare and submit a Safety Health and Environment Plan for approval by the SHEQ Office of the Port which the craft is situated within 7 days from the auction date. Boat owners shall be required to complete a Written Agreement on Occupational Health and Safety Documents [Section 37(2)] Section 43 (S) of the occupational Health and Safety Act.
- 8.13 Successful Bidder's attention is drawn to the provision of the Machinery and Occupational Safety Act 6 of 1983.
- 8.14 Upfront financial guarantee for 60 days for slipway and/or boat hoist hard area, plus a penalty of R5000 per day for any further period exceeding the first 60 days is required.
- 8.15 In the event that the Successful Bidder's account falls into arrears and/or the Successful Bidder fails to pay any sum that may be due and payable to the Transnet National Ports Authority. The Transnet National Ports Authority shall within its sole and absolute discretion stop all work being undertaken on the craft in question.

_____ (Initial)

9. Special conditions per Vessel:

9.1 PB Gannet (Lot 89)

- 9.1.1 Upfront financial guarantee for 60 days for slipway and/or boat hoist hard area, plus a penalty of R5000 per day for any further period exceeding the first 60 days.
- 9.1.2 In the event that Purchasers account falls into arrears and/or the purchaser fails to pay any sum that may be due and payable to the TNPA, the TNPA shall within its sole and absolute discretion stop all work being undertaken on the vessel in question.
- 9.1.3 Purchaser needs to comply with all relevant Health & Safety requirements set by the Seller.
- 9.1.4 Other relevant information: No repairs or preservation of machinery has taken place. All craft certification has expired.
- 9.1.5 Please refer To Clause 8 for further Special Conditions.

_____ (Initial)

9.2 Troupant (Lot 90)

- 9.2.1 Upfront financial guarantee for 60 days for slipway and/or boat hoist hard area, plus a penalty of R5000 per day for any further period exceeding the first 60 days.
- 9.2.2 In the event that Purchasers account falls into arrears and/or the purchaser fails to pay any sum that may be due and payable to the TNPA, the TNPA shall within its sole and absolute discretion stop all work being undertaken on the vessel in question.
- 9.2.3 Purchaser needs to comply with all relevant Health & Safety requirements set by the Seller.
- 9.2.4 Other relevant information: No repairs or preservation of machinery has taken place. All craft certification has expired.
- 9.2.5 Please refer To Clause 8 for further Special Conditions.

_____ (Initial)

9.3 Ingwena (Lot 91)

- 9.3.1 No cutting up allowed in any South African port.
9.3.2 Time-frame allowed to remove asset from site: 3 months.
9.3.3 Any charges or penalties if not removed on time: Berthing fees as per ports tariffs.
9.3.4 Dredger will not be used in South Africa as a dredger or barge for removal of dredge spoil.
9.3.5 Please refer To Clause 8 for further Special Conditions.

_____ (Initial)

9.4 Crane (Lot 92)

- 9.4.1 No cutting up allowed in any South African port.
9.4.2 Time-frame allowed to remove asset from site: 3 months.
9.4.3 Any charges or penalties if not removed on time: Berthing fees as per ports tariffs.
9.4.4 Dredger will not be used in South Africa as a dredger or barge for removal of dredge spoil.
9.4.5 Please refer To Clause 8 for further Special Conditions.

_____ (Initial)

9.5 Tug Ibhayi (Lot 93) and Tug Shiraz (Lot 94)

- 9.5.1 Upfront financial guarantee for 60 days for slipway and/or boat hoist hard area, plus a penalty of R5000 per day for any further period exceeding the first 60 days.
9.5.2 In the event that Purchasers account falls into arrears and/or the purchaser fails to pay any sum that may be due and payable to the TNPA, the TNPA shall within its sole and absolute discretion stop all work being undertaken on the vessel in question.
9.5.3 Since the last condition report(s) the two crafts have been standing idle and not being utilised at all.
9.5.4 Please refer To Clause 8 for further Special Conditions.

_____ (Initial)

9.6 Tug Marcus (Lot 95), Pilot Boat Inyoni (Lot 96) and Tug Meeuw (Lot 97),

- 9.6.1 Upfront financial guarantee for 60 days for slipway and/or boat hoist hard area, plus a penalty of R5000 per day for any further period exceeding the first 60 days.
9.6.2 In the event that Purchasers account falls into arrears and/or the purchaser fails to pay any sum that may be due and payable to the TNPA, the TNPA shall within its sole and absolute discretion stop all work being undertaken on the vessel in question.
9.6.3 Please refer To Clause 8 for further special Conditions.

_____ (Initial)

9.7 Tug Umzumbe (Lot 98)

- 9.7.1 Upfront financial guarantee for 60 days for slipway and/or boat hoist hard area, plus a penalty of R5000 per day for any further period exceeding the first 60 days.
9.7.2 In the event that Purchasers account falls into arrears and/or the purchaser fails to pay any sum that may be due and payable to the TNPA, the TNPA shall within its sole and absolute discretion stop all work being undertaken on the vessel in question.
9.7.3 Please refer To Clause 8 for further special Conditions.

_____ (Initial)

10. Details of the buyer

- 10.1 MR/MRS/MS _____
10.2 SURNAME _____
10.3 FIRST NAME _____
10.4 MARITAL STATUS _____
10.5 IDENTITY NUMBER _____
10.6 CONTACT DETAILS:
10.6.1 TELEPHONE NUMBER: (home) _____
10.6.2 TELEPHONE NUMBER: (mobile) _____
10.6.3 TELEPHONE NUMBER: (work) _____
10.6.4 EMAIL ADDRESS: _____
10.6.5 POSTAL ADDRESS: _____

OR

PARTICIPATION FORM

8.7 COMPANY NAME _____

8.8 COMPANY REGISTRATION NUMBER _____

8.9 REGISTERED ADDRESS _____

8.10 CONTACT DETAILS:

8.10.1 TELEPHONE NUMBER: (work) _____

8.10.2 TELEPHONE NUMBER: (mobile) _____

8.10.3 EMAIL ADDRESS: _____

8.11 HEREIN REPRESENTED BY: (name) _____

8.12 ID NUMBER OF REPRESENTATIVE _____

8.13 VAT NUMBER _____

8.14 Will you be financing the assets that you are interested in: YES / NO (encircle), and if yes, by whom: _____

8.15 I, the undersigned _____, in my capacity as _____ of the above mentioned buyer,

- a) Hereby warrant that I am duly authorised by the above mentioned buyer to participate in this auction;
- b) Hereby agree to the terms and conditions referred to herein as well as the Conditions of Sale and Rules of Auction, Which terms I acknowledge having read and understood.
- c) Hereby confirm the following bank account as the nominated bank account for any refund payable, if applicable is:
Account holder: _____
Bank Name: _____
Account number: _____
Branch code: _____
Reference number: _____

PLEASE ENSURE THAT THE BANK DETAILS ARE CLEAR AND CORRECT IN ORDER TO PROCESS REFUNDS

Signed at _____ on this _____ day of _____ 20__

Signature: _____

Print Name: _____