

# PARTICIPATION FORM

NAME OF THE AUCTION: SIBANYE STILLWATER - SALE 9

DATE OF THE AUCTION: 10 OCTOBER 2019

**FORM TO BE COMPLETED, INITIALED, SIGNED AND SENT TO [sa.sales@go-dove.com](mailto: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. All of these documents to be sent to [sa.sales@go-dove.com](mailto: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 R10 000.00 is payable.

2.2 Please indicate your budget for this auction: R \_\_\_\_\_

2.3 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.

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

2.5 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.

2.6 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: 1232 099015

Bank Name: Nedbank

Bank Code: 123 209

Swift Code: NEDSZAJJ

Ref No: \_\_\_\_\_ (please use your company name)

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

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

2.9 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.

2.10 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.

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

\_\_\_\_\_ (Initial)

## 3. Payment Terms & Clearance

3.1 Payment date: 17 October 2019

3.2 Clearance date: 24 October 2019

3.3 A Buyer's Premium of 15% (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 For clearance and removal of assets from the Seller site, the buyer agrees to adhere to the following procedures as set by the Seller:
- 3.9.1 Scenario 1: Where the removal of assets will take less than 5 working days, the buyer will adhere to the following:
    - 3.9.1.1 Provide a Letter of Intent;
    - 3.9.1.2 Report to Site HR/ HOD/ Safety for the Indemnity & Safe Work Permit process & Site Induction;
    - 3.9.1.3 Report to Protection Services for a Visitor's Card, should access to a Work Place be required;
    - 3.9.1.4 HR/ HOD to ensure that a designated Sibanye Supervisor accompany Contractor to place of work.
  - 3.9.2 Scenario 2: Where the removal of assets will take more than 5 working days, but less than 30 calendar days, the buyer will adhere to the following:
    - 3.9.2.1 Provide a Letter of Intent;
    - 3.9.2.2 Report to Site HR/ HOD/ Safety for the Indemnity & Safe Work Permit process & Site Induction;
    - 3.9.2.3 Report to Protection Services for a Visitor's Card, should access to a Work Place be required;
    - 3.9.2.4 HR/ HOD to ensure that a designated Sibanye Supervisor accompany Contractor to place of work
    - 3.9.2.5 All Contractor Staff will be required to report for a Medical Screening at the nearest PHC.
  - 3.9.3 Scenario 3: Where the removal of assets will take more than 30 calendar days, the buyer will adhere to the following:
    - 3.9.3.1 Provide a Letter of Intent;
    - 3.9.3.2 Report for Security Screening (Background, ID, etc.);
    - 3.9.3.3 Report to TEBA ;
    - 3.9.3.4 Report for full Medical Assessment at Occupational Health;
    - 3.9.3.5 Report to Engagement Centre for full on-boarding;
    - 3.9.3.6 Report to Training Centre for Induction;
    - 3.9.3.7 Report to Operational HR/ Safety/ HOD.

\_\_\_\_\_ (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 14.3.2 will be specifically taken into consideration in instances where human errors occurred during the upload of the auction.

**4.14 Special Conditions: Radiation Levels**

- 4.14.1 **Some of the assets sold on the auction might have a high radiation level. These assets will be described as "RESTRICTED and ONLY to be sold to NNR COR License Holders" Lots with these descriptions should be regarded as being sold subject thereto that the Buyer must have submitted a Certificate of Registration with the NNR on registration for the auction.**
- 4.14.2 **Some assets may be withdrawn from the sale due to the high radiation level, similarly sales may be cancelled due to assets/lots not being cleared for public purchase.**

\_\_\_\_\_ (Initial)

**5. 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)

- 5.1 Change of ownership form to be completed
- 5.2 Certified copies of ID and proof of address as well as proxy letter must be provided
- 5.3 An administration fee of R1750.00 per vehicle will be charged additionally
- 5.4 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)

**PARTICIPATION FORM**

**6. Details of the buyer**

6.1 MR/MRS/MS \_\_\_\_\_

6.2 SURNAME \_\_\_\_\_

6.3 FIRST NAME \_\_\_\_\_

6.4 MARITAL STATUS \_\_\_\_\_

6.5 IDENTITY NUMBER \_\_\_\_\_

**6.6 CONTACT DETAILS:**

6.6.1 TELEPHONE NUMBER: (home) \_\_\_\_\_

6.6.2 TELEPHONE NUMBER: (mobile) \_\_\_\_\_

6.6.3 TELEPHONE NUMBER: (work) \_\_\_\_\_

6.6.4 EMAIL ADDRESS: \_\_\_\_\_

6.6.5 POSTAL ADDRESS: \_\_\_\_\_

**OR**

6.7 COMPANY NAME \_\_\_\_\_

6.8 COMPANY REGISTRATION NUMBER \_\_\_\_\_

6.9 REGISTERED ADDRESS \_\_\_\_\_

**6.10 CONTACT DETAILS:**

6.10.1 TELEPHONE NUMBER: (work) \_\_\_\_\_

6.10.2 TELEPHONE NUMBER: (mobile) \_\_\_\_\_

6.10.3 EMAIL ADDRESS: \_\_\_\_\_

6.11 HEREIN REPRESENTED BY: (name) \_\_\_\_\_

6.12 ID NUMBER OF REPRESENTATIVE \_\_\_\_\_

6.13 VAT NUMBER \_\_\_\_\_

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

6.15 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: \_\_\_\_\_