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		BUYER NO.					
COMPANY NAME							
REPRESENTATIVE							
POSTAL ADDRESS	PHYSICAL ADDRESS						
	CODE	CODE					
WORK NO.		CELL NO.					
EMAIL ADDRESS							
ID/PASSPORT NO.		VAT REG NO.					
WHERE DID YOU HEAR OF THIS AUCTION:	SOCIAL PRINTED MEDIA SMS MAILER	WOULD YOU LIKE TO RECEIVE FURTHER INFO AND INVITES FROM AFRICOR? YES NO					
	CONDITIONS FOR THE SALE OF	MOVABLE ASSETS BY AUCTION					
nature, including but not limited to death, loss, intures or against arising, which the purchaser may 2. The purchaser regard these terms and of	damages of whetsoever nature and howsoever arising, which the purchaser may have have against Africor arising out of or in connect ion with the auction. onditions as binding on he/she/its executors, Legatees, Heirs, Successors in title and or	24. Buyer's commission plus VAT shell be charged and is payable by the purchaser, unless otherwise stated. Where registration documents are applicable, documentation feas will be charge. 88. If any item is said Subject to Confirmation by the selfer, the confirmation period may be between 24(twenty four) hours – 21 (twenty one) days (depending on the type of mater) from the date of the auction, unless otherwise stated by the auctioneer or advertised, during which period the purchases shall not be entitled to withdraw his/her offer. 27. Any item that its Subject to Confirmation will be period for in full by he highest bidder on conclusion of the suction. Should the bid					

- amount comments are made. Special terms and conditions relating to each auction end/or to any of the lots may be announted prior to the commencement of the auction and/or during the auction.

 The purchaser will adher 9 all relevant Flori Arequirements on auction.

 The suctioners shall have the right to control, regulate and record the auction. The recording of the auction shall be prima facile evidence of the auction shall be prima facile evidence of the auction of the auction shall be prima facile evidence of the auction of

- so of the auction proceedings. clinderer may accept or reject bids in his cole discretion without providing reasons. This would include rejecting an offer sly succepted by the suctioneer. In the event of a dispute between bidders, the suctioneer will have the discretion to put the by drowable/immovable) up for auction again and his decision shall be final and brinding. The suctioneer may include penalty notice, withdraw any item(s) from any group of assets ("lois") on auction at any time before the sale thereof or during the
- The deposit will be refunded to the bidder when he/she leaves the auction, provided that he/she is not the highest bidder on any item
- and relevant FICA requirements on auction are adhered to.

 Every bid (the act of clicking on the bidding button or submitting a bid price by the bidder) shall constitute an offer to purchase for
- The highest bidder accepted by the auctioneer shall be the purchaser if NO RESERVE or SUBJECT TO CONFIRMATION is
- applicable.

 No "ninging" shall be permitted and if the auctioneer suspect that the bidders are involved in such activity, he shall be entitled to suspend or terminate the auction or to profibilit those bidders suspected of such activity from making any further bids. In this context ringing are defined as a group of buyers at an auction, who collude not to bid against one another in order to keep the auction price

- inging are defined as a group of buyers at an auction who collude not to bid against one another in order to keep the auction pice low.

 The auctioner is entitled to correct any bons fide error in the conduct or conclusion of any sale or aining from any incorrect information to the items for sale. In the evert that the error is capeble of not being corrected, then the auction shall be deemed not having laken place and no party at the auction v/8 have any delins against the auctioneer or the selfer arising from the cancellation of the suction.

 All sales are done in one of the following mannance:

 NO RESERVE Theserve' means that there is no established minimum price for the item being auctioned. This means that no matter what the winning bid, the owner-must sell if for that amount; or RESERVE Theserve' means a minimum price that het be be atteined for the bid to be accepted, in compliance with the National Consumer Protection Art and the Regulations thereto, Vendor Bidding is permitted at the auction, and the seller, auctioneer or a Vendor Bidder representing the seller or the auctioneer may bid up to an amount and not exceeding the Researce points, it must be decaded to reserve price, the property may be withdrawn from the auction of the auction. The Caller has 2 (two) business days ("the Confirmation Period") to accept or reject the bid after finalization of the auction. The Saler has 2 (two) business days ("the Confirmation Period") to accept or reject the offer. No bid may be withdrawn from the auction of the harmore until the excepted, the sells shall be deemed to be a sale by auction for purposes of the Act. Higher offerer may be marked to the harmore until the excepted, the sell shall be deemed to be a sale by auction for purposes of the Act. Higher offerer may be an accepted, the sale shall be deemed to be a sale by auction for purposes of refer may be suctioneer on the same terms and the proper of the confirmation of the auction, but the original bidder at the auction shall have the right to equal s
- accorangy.

 Hese Rules of Audion compty with the provisions of Section 46 of the Consumer protection Aut, 88 of 2008. Sub sections (1), (2) and (3) of this Section provides as follows: (1) in this section, "audion" includes a sale in execution of or pursuant to a count order, the actent that the order contemplates that the sale is to be conducted by an audion. (2) When good ere pury for sale by audion in lots, each lot is, unless there is evidence to be contrary regarded to be the subject of a separate transaction. (3) Asale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, until that

- In lots, each lot is, unless there is evidence to be contrary regarded to be the subject of a separate transaction. (3) Assie by autoon is complete when the auctioneer announces its completion by the fall of the harmen; or in any other customary manner, until that announcement is made, a bid may be retracted.

 All items are add "voetstooth". No representations or warranties are made by the auctioneer or the seller. The purchaser shell be deemed to have, thoroughly examined the items and have irrevocably accepted the condition and state thereof. Neither the seller nor Aftor Auctioneers gives warranties or guarantees of or makes any representation in regards to the condition of selle of any items. After Auctioneers fall not be liable for only enror of description of any items.

 Neither the auctionseer nor the seller shall be liable in consequence of any representation made by them at or before the auction; in Neither the auctionseer nor the seller shall be liable in consequence of any representation made by them at or before the auction; in Neither the auctionseer made regarding immovable property, motor valides in respect of year, make or model thereof, and/or outstanding tokets or the roadworthinese thereof, it is specifically agreed that it is the sole responsibility of the Purchaser to acquaint and familiarias them with the property that property made that is the sole responsibility of the Purchaser to acquaint to close on an online auction, even though uplithematidelivery has not yet taken place. The purchaser believe the first of items remaining at Afritor Auctioneers' premises, in particular for any shortages or demage which may occur. The purchaser shall ben'the risk of items remaining at Afritor Auctioneers' premises within 3 (three) days of the auction.

 On the acceptance of a successful bid a document defauling (herein after refured to as the "Invoice") the exact identification of the item sold, the price, any additional cost including but not limited to Commission, and terms of payment are generated b
- removing his purchased or otherwise. Should any item purchased be financed by the surchaser through a financial institution, proof of approved finance must be presen Should any item purchased be financed by the Surchaiser through a financial institution, proof of approved finance must be present to the auctioned during the blolder registering process. Such proof must be sent to the auctioned such sections of the close of the close of the election. Such proof must be sent to activing@ragnouponline.co.ze and it remains the duty of the Purchaser to conflict study proof was indeed neceived by the Auctioneer. No flam may be purchased subject to finance approval. The purchase price of each item, including the amounts as set out in the invoice, will be peld by the purchaser by way of cash Bank Guaranteed chaque or Electionic Funds Transfer. Cash payments above R 20 000.00 will not be accepted on premises payment is made in Cash, a 2% (ave percent) handling like will be charged. The full invoice amount must be paid to the auctioneer within 48 (forty eight) hours of the donution of the auction. Commission by Wat Thereon is payable on conduster of the auction. Ownership will only pass to the purchaser on clearance of payment of full amount as set out in the Invoice.

 The bid price does not include Value Added Tax (VAT), unless otherwise specified by the auctioneer. Value Added Tax (VAT) will calculated on top of the bid price.

- one) days (depending or the type of mater) from the date of the auction), unless cherewes stated by the auctioner or avertised, during which period the purchaser shall not be entitled to withdraw higher offer.

 Any item that is Subject to Confirmation will be paid for in full by the highest bidder or conclusion of the auction. Should the total once are shall be presented to the auction of the time. No interest is payable by the auctioners on the signed and delivered to Affoct Auctioners shall be entitled, without penalty to cancel the sale should the required documents not be signed and delivered to Affoct Auctioners within 21 (twenty one) days of the date on which the sale becomes unconditional. The said 121 (twenty one) days of the date on which the sale becomes unconditional. The said 121 (twenty one) days period may be extended by Affoct Auctioners of a turber 14 (courteen) days in Affoct Auction as sole and absolute discretion. In the event of any purchaser falling to pay the full purchase price any item within the applicable time (as per the relevant arrouncement) and/or falling to remove the forms as foresaid, end/or otherwise falling to comply with any of these terms and conditions without projuicial to any other rights which Afford Auctionneers enjoys, the purchaser shall invented by forfallad to Afford Auctionneers any deposit paid by the purchaser and on the purchaser's behalf. Afford Auctionneers shall in addition have a lien over the items and/shall have the right to re-sell the items without notice to the purchaser's behalf. Afford-Auctionneers shall in addition have a lien term to be less than the sale price, the purchaser without notice to the purchaser's behalf. Afford-Auctionneers are all and afford Auctionneers and the amount of the internation of any sale concluded in respect of any loss in questions, and/or the failure or inability of Afford Auctionneers hall under not dor
- 28.A

- collection commission. The purchase chooses his dominitium citarist executand at the address supplied by himself during the registration process. The purchase chooses his dominitium citarist executand at the address Court, in terms of section 45 read with section 25 of the Magistrate's Court Act of 1994 as emended. Notwithstanding the furegoing, this shall not preclude either party from approaching the high Court of South Africe for any relief sought. If any party approaches the High Court it is specifically agreed to the jurisdiction
- Free State High Court. 32
- the High Court of count-article for any reservations, a larry party approximation and incomparation of the Free State High Court.

 These Conditions of Sale constitute the whole agreement between the parties as to the subject matter hereof and no agreement, representation or warranty between the parties other than those set out herein are binding on the parties. The parties accepting these Terms and Conditions confirm that they have reed and understood all of the terms and conditions contained herein and agree that they are bound herein.

 No extension of time, walver, indulgence or suspension of any of the provisions of this agreement which any party hereto may have given shall be binding unless recorded in a written document signed by all parties.

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 No extension of time, walver, indulgence or suspension of any of the provisions of this agreement which any party hereto may have given shall be binding unless recorded in a written document as igned by all parties.

 No extension of time, walver, indulgence or suspension of any of the provisions and makes over unto and in favour of the seller and/or the auditionser Nather/tis individuals right title and interest to all his/her/tis movable property and if necessary invovable property registered in his/her/tis individuals in a signatory hereby authorizes the shallful of the High Court or his deputy in the jurisdiction of the High Court in which the goods in question were sold in terms of the auction to act on his/her/tis behalf in rem sums and if necessary to sign all necessary documentation for and on his/her/tis behalf necessary to give effect to this clause and the terms and conditions set out herein.

- 26.

- herein.

 In the event of the signatory opposing any legal proceedings instituted in terms of these dauses, any varietions or amendments herets shall be of any force or effect unless reduced to writing and signed by both parties.

 No indulgence which the auctionser may grant to the purchaser shall projudice or constitute a waiver of the rights of the auctionser on the sales, who shall not thereby be precluded from exercising any rights against the purchaser which may have erisen in past or might arise in the future All contracts on the sale of properties to be signed directly after the ection, and purchaser shall pay the required deposit or sale of property.

 The signatory (person who argress to the Terms and Conditions set out on the website) to this agreement binds himself/herself as acreaty and co-principal debtor together with the company, doze corporation, trust, association or any other arity reflected on the face of the terms and conditions set forth more fully above for the due fulfillment by the principal debtor of all the principal debtor of all the principal debtor of all the principal debtor and liability ariting out of the sale of any goods to the principal debtor. In this regard the signatory as surely and co-principal obstor renounces the legiel exceptions of excussion and division, nonumeratingeauties, non exadebilit, our cealuit no value received and revision of account with which the signatory hereto is fully acquainted and understand.39. Any person, who registers for any suction held by Africor Auctioneers, whether online or on-elie, agrees to all the combined Terms & Conditions of Africor Auctioneers.

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DATE: SIGNED: DEPOSIT RECEIVED: YES NO **AMOUNT:**