

## **TERMS & CONDITIONS OF SALE FOR THIS ONLINE AUCTION**

By clicking the "I agree" button or signing these terms and conditions I/we indicate my/our acceptance to these terms and conditions.

| AUCTION NAME:            | Trucks, Tankers, Trailers & LDV   |
|--------------------------|---|
| <b>REGISTRATION FEE:</b> | R10,000 Refundable  |
| VENUES:<br>DURBAN:       | Pinewood D234 Camperdown, KZN.<br>Contact - Karl – Cell: 061 485 2132 or<br>Cory Cell: 083 310 9809   |
| CAPE TOWN:               | 267 - 271 Koeberg Main Road, Brooklyn,<br>Cape Town   |
| MEYERTON:                | Contact: Ricardo Green - Cell: 076 274 9365<br>107 Lawa Road, Randvaal, Meyerton.<br>Contact Danie Cotton: Cell - 072 607 2562<br>or (016) - 366 4046 |
| AUCTION DATE:            | ENDS – 15 March 2024 @ 12h00  |
| BUYER'S PREMIUM:         | 10% + VAT   |
| VAT (YES / NO):          | Yes   |
| CONFIRMATION PERIOD:     | 7 Days  |



RYNCOR AUCTIONEERS

456 Jan van Riebeeck Street, Pretoria North, 0182 | PO Box 911-2461, Rosslyn 0200 VAT: 4310192895 | CK 2000/071832/23

I/we indemnify and hold harmless RYNCOR AUCTIONEERS (hereafter referred to as RYNCOR):

In respect of any claim of whatsoever nature, including but not limited to death, loss, injuries or damages of whatsoever nature and howsoever arising, which I/we may have against RYNCOR arising out of or in connection with the auction and myself/us being present or partaking in such auction.

I/we regard these terms and conditions as binding on my/our executors, legatees, heirs, successors in title and or assigned, respectively.

The auctioneer shall have the right to control, regulate and record the auction. The recording of the auction shall be prima facie evidence of the auction proceedings.

The auctioneer and / or the seller may, without penalty or prior notice, withdraw any item(s) from any group of assets ("lots") on auction at any time before the sale thereof or during the auction.

The act of clicking on the bidding button or submitting a bid price by the bidder shall constitute an offer to purchase for the amount bid.

The highest bidder accepted by the auctioneer shall be the purchaser if NO RESERVE or SUBJECT TO CONFIRMATION is applicable.

The auctioneer is entitled to correct any bona fide error in the conduct or conclusion of any sale or arising from any incorrect information to the items for sale. In the event that the error is capable of not being corrected, then the auction shall be deemed not having taken place and no party at the auction will have any claims against the auctioneer or the seller arising from the cancellation of the auction.

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 immovable property. It is specifically agreed that it is the sole responsibility of the purchaser to acquaint and familiarise himself/herself with the assets he/she are bidding on.



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Risk on each item passes onto the purchaser on the fall of the hammer or electronic notification of a successful bid once a particular lot closes on an online auction.

On the acceptance of a successful bid a document detailing (herein after referred 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 by the auctioneer and does the registrant hereby accept the content thereof as summary of the sale and amount due. Such invoice will be sent to the purchaser upon the seller's approval.

The buyer must collect their purchases once the auction ends, following complete payment clearance as outlined in the invoice, on the specific dates specified by the seller.

The parties accepting these terms and conditions confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.

No indulgence that the auctioneer may grant to the purchaser shall prejudice or constitute a waiver of the rights of the auctioneer or the seller, who shall not thereby be precluded from exercising any rights against the purchaser which may have arisen in the past or might arise in the future.