TENDER SALE

MEYERTON
DISPLAY FRIDGES & CHEST FREEZERS
(SAA 1101-05-22)

Viewing: Monday - Thursday 08h00 - 16h00 & Friday: 08h00 - 12h00
Assets located at:
107 Lawa Road, Randvaal, Meyerton

Contact: Danie Cotton - Cell 072 607 2562 / (016) 366-4046

Closing Date: Friday 20 May 2022 at 12h00

Tel: 012 546 8409 / 11 | Fax: 086 696 5471
www.ryncor.com | info@ryncor.com
456 Jan van Riebeeck Street, Pretoria North
PO Box 911-2461, Rosslyn, 0200

GENERAL TERMS AND CONDITIONS AND TENDER FORM, FOR TENDER SALE ON BEHALF OF OUR CLIENTS
REFERENCE NUMBER: SAA 1101-05-22

PROCESS FOR TENDER SALE:

1 Read the terms and conditions and familiarize yourself with the contents.
Sign pages 1 to 2 of the terms and conditions and fax or e-mail with the completed tender document. It can also be placed in a tender box situated in Pretoria, Secunda, Sasolburg or Meyerton.

2 **Please note: An additional administration fee of R2500,00 (EXCLUDING VAT) will be charged on the sale of all vehicles, motorcycles, trailers and all other items sold with registration documents.**

3 Approval for tenders should be obtained within 10 working days after the closing date of the tender sale. Successful Bidders / Tenderers will be notified by Fax or Email by means of a Pro Forma Invoice. (See paragraph 6 in the terms and conditions for bank details.)Please ensure that your contact details is complete, correct and legible.

4 After payment is cleared you will receive a Release Note with details for the removal of sold items.

5 Please note that a copy of the ID document and proof of residence is compulsory for bidding on every tender submitted!!

6 **Please note that a valid TV license is compulsory for bidding on any TV set !!**

GENERAL TERMS AND CONDITIONS AND TENDER FORM, FOR TENDER SALE ON BEHALF OF OUR CLIENT
REFERENCE NUMBER: SAA 1101-05-22

By bidding for any items included in the sale the bidder confirms that he accepts and is bound by the following terms and conditions:

1 Bids must be sent to Ryncor Auctioneers, on or before **20 May 2022 at 12:00 pm**.
Bids must be sent by: - fax to ***086 696 5471 / 086 558 4185 / 086 558 5030***; - or by e-mail to: ***info@ryncor.com*** - or ***tender box.*** ***Important Notice: - The Bidder is responsible to ensure/confirm, that all bids submitted electronically / by fax / hand delivered in Tender Box, have actually been received by Ryncor, for inclusion in the Tender Sale process!***

2 The Seller is the sole owner of these goods. Ryncor Auctioneers acts as an agent for and on behalf of the Seller and does not have any rights title or interest in the ownership of these goods and does not accept any liability to any third party with regard to these goods.

3 **A "Tender Sale" is a private treaty sale in which the Seller reserves the right to refuse an offer at any time without any justification or explanation. The Seller reserves the right to merge or split some lots and to withdraw items from the sale.**

* **Ryncor reserves the right not to accept the highest bid or any other bid !**

* **Ryncor reserves the right to negotiate with the Buyer a better price if the Seller rejects the highest bid.**

* **The negotiated price shall not be less than the highest bid received on auction/tender**

4 The Seller reserves the right to withhold delivery of items to any successful bidder until full payment is received.

5 Buyers will take full responsibility for the items as soon as final payment is received by Ryncor Auctioneers.

6 After awarding of the winning bid(s), the purchase price plus **10% Buyers** commission and **VAT applicable of 15%**, must be transferred within **48 hours** to Ryncor Auctioneer's bank account:

Bank:	ABSA
Branch:	Pretoria North
Branch code:	632005
Account Number:	**4053081330**

Please state your reference number (Example: PINV0000) as shown on the Pro-Forma Invoice on all payments made to this account and fax or email proof of payment to 086 696 5471 / info@ryncor.com

All cash deposits including ATM cash deposits into this account are subject to a "Cash Deposit Fee" of R1.60 per R100.00

6.1 If invoices are being paid by cheque or bank guarantee cheque, there will be a 10 day waiting period before the collection of the items can proceed.

7 Foreign Buyers will be refunded for the VAT after receipt of the original exportation documentation properly stamped to prove that the export has been carried out.

8 Should the Buyer fail to proceed to **pay in full within 48 hours** or cancel his bid, Ryncor Auctioneers will be entitled to a **penalty fee amounting to 20%** of the bid amount from the Buyer, as compensation for admin costs.

9 Once payment reflects in the Ryncor bank account, the Buyer will receive a release Note within 48 hours.
The Buyer then has ten (10) working days after the payment date to collect/remove his purchased goods from the premises. Failure to collect/remove the purchased items/vehicles within ten (10) working days will result in the items/vehicles being sold on a new Tender Sale, to recover Admin/storage fees. Any remaining proceeds from this sale will be reimbursed to the Buyer.

SIGNED: ..... DATE: .....

10 If it appears that an item cannot be delivered, totally or partially, by the Seller, for any reason whatsoever, Ryncor Auctioneers will be authorized to declare the sale null and void, after which Ryncor Auctioneers and/or the Seller will reimburse payments to the Buyer, but will not be liable to pay any damages to the Buyer.

11 The items (complete and/or parts) are sold “as is, where is”, with no guarantee as regards to condition including any hidden flaws. In any event, the Buyer will be deemed to have carefully inspected the items he purchases beforehand. The Buyer will be deemed competent and to have been informed, before the closing date for biddings, of any error in the descriptions as well as any flaws or imperfections of the items.

12 The Seller shall not be liable for any damage to the Buyer’s professional property, resulting from any flaws in the items.

13 Collection/dismantling of the items sold will be entirely at the buyer’s cost and under his responsibility. Neither the Seller nor Ryncor Auctioneers shall be liable to the Buyer or any third party for additional costs due to the removal of the Items/vehicle from the premises. The Buyer shall be liable for any accident, damage to persons, to buildings or to the third party’s property during dismantling and/or collection.

14 Neither the Seller nor Ryncor Auctioneers will be held responsible for the condition, description, quality, dimensions, year of manufacturing and completeness of the items as shown in the catalogue.

15 Pictures of the items shown in the Tender Sale documents/sales catalogue or sales lists are provided for the sole purpose of better differentiation and under no circumstances do they represent properties or characteristics of the items for sale.

16 Removal of the goods from the site shall be the responsibility of the Buyer, who shall remove the goods not later than ten (10) working days from the invoice date, having made prior arrangements to do so with Ryncor Auctioneers. The Buyer will be responsible for obtaining at his own expense, all necessary equipment for the removal of the Goods. Where the Vendor gives assistance to the Buyer in connection with such removal, such assistance is given entirely at the Buyer's risk.Should items not be removed within the specified time frame, then Ryncor Auctioneers reserves the right to resell or dispose of the items without incurring any liability to the Buyer, or without prejudice claims of the Vendor or Auctioneer against the Buyer for breach of contract. The Buyer's also forfeits any deposit paid to Ryncor Auctioneers. Ryncor Auctioneers also reserves the right to charge the Buyer rent and costs incurred due to non-removal of lots. The Buyer will be responsible for all damages caused to the building, plant and machinery or other lots, be it caused by the Buyer or any appointed contractor.

17 The Buyer declares to be duly entitled to sign and purchase the items on behalf of his company/cc/trust and agrees with the abovementioned general conditions of sale by Tender.

18 **Please note: An additional administration fee of R2500,00 (EXCLUDING VAT) will be charged on the sale of all vehicles, motorcycles, trailers and all other items sold with registration documents. A copy of the ID document and proof of residence is mandatory for bidding on any vehicle !!**

19 **The above mentioned items will be sold as "SCRAP".** The items are hereby sold to the Buyer as ("voetstoots, as is, where is") and Ryncor Auctioneers do not guarantee in any manner the quality and usefulness of the Items, except that when properly used it will not create a risk to health, nor shall Ryncor Auctioneers be responsible for any defects latent or patent or any damages resulting there from, and the Buyer hereby agrees to accept the items as they are with all their defects.

20 When doing a site visit to view the Goods up for Tender Sale, the prospective Buyer must ensure he have a bar coded ID document and wear correct PPE. The above arrangement goes for all people involved in dismantling, collection and transportation of Goods.

21 The Buyer hereby, in terms of Section 10(4) of the Occupational Health and Safety Act, No 85of 1993, undertakes in writing or by signing of a Letter of Award to take all the necessary steps toensure, as far as it is reasonably practical, that the items purchased will be used in a safe manner for what they are designed for and without risks to health when properly used. The undertaking shall have the effect of religuishing Ryncor Auctioneers the duty imposed upon him by this section 10(4) to such an extent as may be reasonable having regard to the terms of the undertaking.

SIGNED: ..... DATE: .....

22 The Buyer further undertakes to abide by all internal SHE *(Safety, Health & Environmental)* prescriptions of the Seller (Company) inclusive of requirements for the safe decommissioning, dismantling, up-liftment / rigging, loading and transportation of the purchased commodities. Depending of the nature and size of the purchased item, a comprehensive Environmental Management Plan (EMP) could be required.
(This aspect to be discussed by the prospective Buyer when submitting his bid)

23 The rules of this Tender Sale comply with section 45 of the Consumer Protection Act, 68 of 2008 ("the Act") and the regulations thereto. Any person attending the Tender Sale to bid on behalf of another person must produce a letter of authority which meets the requirements of regulation 32(3) of the regulations to the Act. Any person bidding on behalf of a company must produce a letter of authority on the letterhead of the company as well as a certified copy of a resolution authorising him or her to bid. All persons intending to bid must register prior to the

24 The Buyer shall indemnify and keep Ryncor Auctioneers indemnified against all losses for death or injury to its employees, its contractors and / or its contractors losses for death or injury to its employees, its contractors and / or its contractors personnel and / or death or injury or damage to health of third parties or damage to anything attributable to this sales transaction, and against all claims, demands, proceedings, costs, charges and expenses arising in connection with this sale agreement.

SIGNED: ..... DATE: .....

POPI CONSENT
REGISTRATION OF TENDERS

I/We _____ hereby agree to provide our personal information to Ryncor Auctioneers, on the express understanding that:

1. This constitutes our consent, as required under Section 11 (1) (a) of the Protection of Personal Information Act 4 of 2013 ("POPI").

2. The tender processing and finance staff of Ryncor Auctioneers will have access to our personal details which have been furnished to them for the purpose of attending to the registration of a tender over the assets referred in the tender document.

3. Ryncor Auctioneers are authorized to release our personal information to the seller, as well as any other Related Party/Parties, solely for the purposes of this transaction.

4. The personal data will be used only for the purposes in 2 and 3 above of this consent.

5. Ryncor Auctioneers will in addition to its POPI compliance store our details, as provided for and specified by the Legal Practice Council from time to time.

6. I/We hereby consent to receive Newsletters and/or other useful information from Ryncor Auctioneers in the future.

_____
Signature

TENDER REGISTRATION FORM

Declaration of agreement by the undersigned with the general terms and conditions of this tender sale.

I/We, the undersigned _____ , hereby submit to you the the following irrevocable bid(s), without any restrictions according to the general terms and conditions of this tender sale by this, to purchase the materials as follows:

*** PLEASE COMPLETE ALL THE REQUESTED FIELDS BELOW IN CAPITAL LETTERS TO PREVENT BID CANCELLATION**

NAME OF COMPANY:

NAME AND SURNAME:

COMPANY VAT REGISTRATION NUMBER:

ID NUMBER AND COPY OF ID DOCUMENT:

PHYSICAL ADDRESS:

POSTAL ADDRESS:

CODE: **COUNTRY:**

TELEPHONE NUMBER (BUSINESS HOURS):

MOBILE TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

SIGNATURE: **COMPANY STAMP:**

DATE: **TIME:** **PLACE:**

TENDER ITEMS			
LOT NO	**BU NO.**	**DESCRIPTION**	**AMOUNT IN RAND** (Excluding VAT & Buyer's Commission)
Lot 001	SAB069494	HV262TSD	
Lot 002	SAB078764	MPM1140	
Lot 003	SAB062634	SSU-0513E42B	
Lot 004	SAB106802	SD1140	
Lot 005	SAB111513	HV25CSD	
Lot 006	SAB073515	SD1140	
Lot 007	SAB163046	SD890	
Lot 008	SAB043182	MPM1140	
Lot 009	SAB089065	MPM1140	
Lot 010	SAB045750	SD890	
Lot 011	SAB098940	MPM890	
Lot 012	SAB138740	SD1140	
Lot 013	SAB152507	MPM890	
Lot 014	SAB036753	SD1140	
Lot 015	SAB252337428	HV25TSD	
Lot 016	SAB041374	SD1140	
Lot 017	SAB124594	HV25SD	
Lot 018	SAB124505	HV362TSD	
Lot 019	SAB030443	SD1140	
Lot 020	SAB184747	MPM1140	
Lot 021	SAB083387	MPM1140	
Lot 022	SAB014645	HV25SD	
Lot 023	SAB046404	MPM1140	
Lot 024	SAB043912	HV25SD	
Lot 025	SAB149155	MPM1140	
Lot 026	SAB092771	SPL-0753E11A	
Lot 027	SAB059399	Froster F-X-13-PVP-LED-V2	
Lot 028	SAB078624	SD1140	
Lot 029	SAB099282	SD1140	
Lot 030	SAB004005	SD1140	
Lot 031	SAB142328	Defy Chest Freezer	
Lot 032	SAB131370	Zero Chest Freezer	
Lot 033	SAB020931	SD1140	
Lot 034	SAB092553	HV25SD	
Lot 035	SAB056890	SD890	
Lot 036	SAB149720	Defy Chest Freezer	
Lot 037	SAB002403	Defy Chest Freezer	
Lot 038	SAB083353	Froster 280	
Lot 039	SAB038078	Froster F-X-13-PVP-LED-V2	
Lot 040	SAB088233	Froster F-X-13-PVP-LED-V2	
Lot 041	SAB088252	Froster F-X-13-PVP-LED-V2	
Lot 042	SAB038896	Froster F-X-13-PVP-LED-V2	
Lot 043	SAB124774	Froster F-X-13-PVP-LED-V2	

Hereby I/we confirm that I/we have read and understand the terms and conditions of this tender sale.

_____

Signature

TENDER ITEMS			
LOT NO	**BU NO.**	**DESCRIPTION**	**AMOUNT IN RAND** (Excluding VAT & Buyer's Commission)
Lot 044	SAB072347	Froster F-X-13-PVP-LED-V2	
Lot 045	SAB088438	Froster F-X-13-PVP-LED-V2	
Lot 046	SAB122670	Froster 280	
Lot 047	SAB167516	MPM1140	
Lot 048	SAB098785	MPM1140	
Lot 049	SAB049710	HV25CSD	
Lot 050	SAB098319	MPM1140	
Lot 051	SAB175535	Froster 280	
Lot 052	SAB111467	SD1140	
Lot 053	SAB010821	HV25TSD	
Lot 054	SAB124458	HV25TSD	
Lot 055	SAB056520	HV362TSD	
Lot 056	SAB099832	Froster F-X-13-PVP-LED-V2	
Lot 057	SAB060601	SD1140	
Lot 058	SAB027040	HV25TSD	
Lot 059	SAB167019	MPM1140	
Lot 060	SAB045839	HV25TSD	
Lot 061	SAB220676	MPM1140	
Lot 062	SAB132061	MPM1140	
Lot 063	SAB020127	SD1140	
Lot 064	SAB010783	Froster F-X-13-PVP-LED-V2	
Lot 065	SAB102077	SD1140	
Lot 066	SAB036977	SD1140	
Lot 067	SAB044962	FV650	
Lot 068	SAB008462	HV25CSD	
Lot 069	SAB098518	MPM890	
Lot 070	SAB136929	Froster 280	
Lot 071	SAB093167	SD890	
Lot 072	SAB132521	MPM1140	
Lot 073	SAB100181	SD1140	
Lot 074	SAB023588	SD1140	
Lot 075	SAB221545	MPM140BH	
Lot 076	SAB102277	SD1140	
Lot 077	SAB099179	Froster 280	
Lot 078	SAB151728	Froster 280	
Lot 079	SAB008396	Froster 280	
Lot 080	SAB005841	Froster 280	
Lot 081	SAB005942	Froster 280	
Lot 082	SAB019372	Froster F-X-13-PVP-LED-V2	
Lot 083	SAB019352	Froster F-X-13-PVP-LED-V2	
Lot 084	SAB019454	Froster F-X-13-PVP-LED-V2	
Lot 085	SAB022263	Froster F-X-13-PVP-LED-V2	
Lot 086	SAB048386	Froster 280	

Hereby I/we confirm that I/we have read and understand the terms and conditions of this tender sale.

_____

Signature

TENDER ITEMS			
LOT NO	**BU NO.**	**DESCRIPTION**	**AMOUNT IN RAND** (Excluding VAT & Buyer's Commission)
Lot 087	SAB073092	Froster 280	
Lot 088	SAB061097	HV25SD	
Lot 089	SAB073118	SD1140	
Lot 090	SAB005575	Froster 280	
Lot 091	SAB191572	Froster F-X-13-PVP-LED-V2	
Lot 092	SAB050778	Defy Chest Freezer	
Lot 093	SAB060821	Defy Chest Freezer	
Lot 094	SAB124238	Froster 280	
Lot 095	SAB005156	Froster 280	
Lot 096	SAB127031	Froster F-X-13-PVP-LED-V2	
Lot 097	SAB139452	Froster F-X-13-PVP-LED-V2	
Lot 098	SAB152986	Froster F-X-13-PVP-LED-V2	
Lot 099	SAB151853	Froster F-X-13-PVP-LED-V2	
Lot 100	SAB151541	Froster 280	
Lot 101	SAB104868	Froster F-X-13-PVP-LED-V2	
Lot 102	SAB096713	Froster 280	
Lot 103	SAB004577	Froster 280	
Lot 104	SAB019487	Froster 280	
Lot 105	SAB022191	Froster F-X-13-PVP-LED-V2	
Lot 106	SAB151884	Froster F-X-13-PVP-LED-V2	
Lot 107	SAB051404	Froster F-X-13-PVP-LED-V2	
Lot 108	SAB037289	Froster F-X-13-PVP-LED-V2	
Lot 109	SAB146448	Froster F-X-13-PVP-LED-V2	
Lot 110	SAB104811	Froster F-X-13-PVP-LED-V2	
Lot 111	SAB107899	Froster 280	
Lot 112	SAB051343	Froster F-X-13-PVP-LED-V2	
Lot 113	SAB051405	Froster F-X-13-PVP-LED-V2	
Lot 114	SAB060054	Froster F-X-13-PVP-LED-V2	
Lot 115	SAB053680	SD1140	
Lot 116	SAB005908	Froster 280	
Lot 117	SAB046535	Froster 280	
Lot 118	SAB141943	Froster 280	
Lot 119	SAB072174	Froster 280	
Lot 120	SAB177830	Froster 280	
Lot 121	SAB150432	Froster 280	
Lot 122	SAB127300	Froster 280	
Lot 123	SAB141411	Froster 280	
Lot 124	SAB133393	Froster 280	
Lot 125	SAB006804	Froster 280	
Lot 126	SAB053045	Froster F-X-13-PVP-LED-V2	
Lot 127	SAB005980	Froster 280	
Lot 128	SAB049484	Froster 280	
Lot 129	SAB060424	Froster 280	

Hereby I/we confirm that I/we have read and understand the terms and conditions of this tender sale.

_____

Signature

TENDER ITEMS			
LOT NO	**BU NO.**	**DESCRIPTION**	**AMOUNT IN RAND** (Excluding VAT & Buyer's Commission)
Lot 130	SAB066569	Froster 280	
Lot 131	SAB009665	Froster 280	
Lot 132	SAB049387	Froster F-X-13-PVP-LED-V2	
Lot 133	SAB040440	Froster F-X-13-PVP-LED-V2	
Lot 134	SAB043421	Froster F-X-13-PVP-LED-V2	
Lot 135	SAB110389	Froster 280	

Important notes with regards to items on Tender:

Attention: Dear bidder,

Please note all branding will be removed before collection

It is Highly Recommended that Potential Buyers Physically Inspect the Material before submitting Tender.
Material is sold and bought as is. No refund will be given after the sale is concluded. For this reason it is to the benefit of each potential bidder, to view and familiarise him/her with the product and condition. Loading of material on appointment only.
For more information contact Danie Cotton - Cell 072 607 2562

Important notes read and understood by the bidder: Signature…….....Date:……/……../2022

Hereby I/we confirm that I/we have read and understand the terms and conditions of this tender sale.

_____
Signature