TENDER SALE

PRETORIA NORTH
CLEARANCE SALE OF PREMIUM GIFTS, TOYS & KITCHENWARE
(ICO 1767-12-25)

Viewing: Monday - Thursday : 08h00 - 16h00 | Friday: 08h00 - 12h00

Assets located at:

456 Jan van Riebeeck Street, Pretoria North

Contact: Peter - Cell: 082 572 5773 or Tel: (012) 546 8409 / 11

Important Collection Notice:

Please note that all successful bidders must collect their items by no later than 12 December at 10:00.

Any items not collected by this deadline will only be available for collection again from 12 January 2026, from 08:00, strictly by appointment only.

Closing Date: Friday 05 December 2025 at 12h00

Tel: 012 546 8409 / 11 | Fax: 086 696 5471

www.ryncor.com | tenders@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: ICO 1767-12-25

PROCESS FOR TENDER SALE:

1 Read the terms and conditions and familiarize yourself with the contents.

Sign pages 1 to 3 of the terms and conditions and send to fax (0866965471 / 0865584185 / 0865585030) or e-mail (tenders@ryncor.com) with the completed tender document. It can also be placed in a tender box situated in:
Pretoria - 456 Jan van Riebeeck street, Pretoria North
Secunda - 1 PDP Kruger Street, Secunda
Sasolburg - 1 Klasie Havenga Street, Sasolburg
Meyerton - 107 Lawa Road, Valley Settlements, Randvaal, 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: ICO 1767-12-25

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 **05 December 2025 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: **tenders@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: ...../...../2025

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. The Buyer will be deemed competent and to have viewed and inspected the items before the closing date of the tender.

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: ...../...../2025

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 Tender Sale and must provide a copy of their identity documents and proof of residence.

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: ...../...../2025

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	DESCRIPTION	AMOUNT IN RAND (Excluding VAT & Buyer's Commission)
Complete the tender sheet with the lot number, description, and your offer per lot.		
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