

BUYERS CARD AND CONTRACT

Tel: 0861 114 665

BUYERS NO.

Auction Operation

P.O. BOX 949, NORTHRIDING, 2162
WWW.AUCTIONOPERATION.CO.ZA

AUCTION DATE:

CONDITIONS OF SALE AND DEED OF SURETYSHIP

1. All goods are sold without any warranties whatsoever. The buyer is responsible for checking the goods and in making a bid shall be deemed to have made himself fully acquainted with the goods for which he bids. Auction Operation (hereafter referred to as "the auctioneer") including the suppliers and sellers are not liable to discharge the duty of repair on any goods. The auctioneer shall not be liable in any way for any errors or inaccuracies in the description or identification of the goods.
2. A buyer making the highest bid for goods shall become the purchaser immediately such goods have been knocked down to him by the auctioneer. Should there be any dispute over the goods, the auctioneer may in his sole discretion re-sell such goods or declare any bidder the purchaser thereof. The auctioneer's decision is final and binding on all the buyers. No party shall have any claim for damages of any nature in the event of the auctioneer setting any disputes.
3. All goods must be paid for by EFT only at the conclusion of the sale. In the event that any goods are not paid for all unpaid goods may at the auctioneer's sole discretion be resold and the original buyer shall be liable for any shortfall as well as further costs incurred in advertising such re-sale as well as auctioneer's commission.
4. The auctioneer may charge a buyers premium as well as a sellers commission.
5. The auctioneer or the sellers representative may bid to reserve the price on behalf of the seller.
6. All buyers are obliged to comply with the (FICA) Financial Intelligence Act of 2001.
7. All goods are sold exclusive of VAT.
8. The auctioneer's vendue roll of the sale is final and binding on all buyers.
9. The auctioneer reserves the right to regulate any bidding and to refuse any bid or to withdraw any goods from the sale at any time notwithstanding that the sale has commenced and to stipulate any reserve price on any goods as imposed by his principal.
10. In making a bid the buyer shall be deemed to have made himself fully acquainted with the rules of the auction which appears on the website, on the catalogue and posted on the premises.
11. Every purchaser shall be deemed to act as principal unless agreed otherwise in writing by the directors of the auctioneer.
12. The risk in goods sold shall pass to the buyer immediately after such goods have been knocked down to the buyer. The buyer acknowledges that the auctioneer is not liable in any way for any damage to or shortfall in the goods or any goods stolen or destroyed before the purchaser takes delivery of such goods. The purchaser shall be obligated to remove the goods purchased at his sole risk and cost on the day of the sale and in the event that this is not done shall be liable to pay storage costs to the auctioneer. The auctioneer shall not be liable for delivery of goods to the buyer.
13. Should legal proceedings be instituted against the buyer the auctioneer may in its sole discretion do so in its own name. A certificate issued and signed by a representative of the auctioneer whose authority need not be proved in respect of any indebtedness of the buyer to the auctioneer shall be prima facie evidence of the buyer's indebtedness to the auctioneer. The purchaser hereby consents to the jurisdiction of the Magistrates' Court in terms of Section 45 of Act No. 32 of 1994 as amended, but acknowledges that it is the sole discretion of the auctioneer to institute action in the High Court. The buyer shall pay all legal costs including attorney and own client costs, tracing agent fees and collection charges which the auctioneer may incur in taking any steps pursuant to any breach of these terms and conditions by the buyer.
14. Should the buyer not comply with any of these conditions of sale the auctioneer shall in addition to any other damages, be entitled to recover from such buyer any loss arising from the resale of the goods together with the legal costs as between attorney and own client and any deposit held by the auctioneer shall be forfeited as "rouwkoop".
15. The signatory below acknowledges that he is bound as surety and co-principal debtor in solidum with the buyer in favour of the auctioneer for the due performance of the buyer's obligations in terms hereof and further renounces the benefits of exclusion and division.
16. The buyer selects as his domicilium citandi et executandi for all purposes in terms hereof the physical address referred to opposite.
17. The buyer acknowledges that no member of staff of the auctioneer has any rights whatsoever to make any representation on behalf of the auctioneer or to bind the auctioneer in any way whatsoever unless such representation is agreed to in writing and signed by one of the directors of the auctioneer.
18. The buyer confirms that he/she is not an employee of the sellers or of the Auctioneer.
19. Ownership of the goods sold vests in the auctioneer's principal until full payment has been made there for. An EFT tendered will not be regarded as payment until it reflects as a payment in the account, and the bank provides clearance.
20. The above terms and conditions constitute the entire agreement between the auctioneer and the buyer. No variation of this contract, novation or consensual cancellation shall be of any force and effect unless reduced to writing and signed by both parties.

I acknowledge that I have read these conditions, and, in particular, the suretyship provision in clause 15, and agree to be bound by them.

Signature: _____ Date: _____

I hereby confirm that my KYC and FICA documents have not been changed since last update:

Signed: _____

I confirm I am not an employee of the seller or auctioneer
Signed: _____

Deposit Method

EFT

CASH

Deposit Refunded:
PICAS

Date: _____ Signature: _____

PLEASE COMPLETE IN FULL – ALL DETAILS ARE MANDATORY UNDER FICA AND VARIOUS OTHER LAWS

PLEASE INDICATE CUSTOMER TYPE:

PRIVATE INDIVIDUAL ☐ COMPANY/OTHER ENTITY ☐

• PRIVATE INDIVIDUALS MUST COMPLETE ONLY SECTION 1 AND OTHER BUYERS MUST COMPLETE SECTIONS 1 AND 2.

• IF YOU ARE BUYING FOR A COMPANY OR OTHER ENTITY, ENSURE YOU MAKE THE CORRECT SELECTION AS CHANGES CANNOT BE MADE AFTER THE AUCTION!

SECTION 1 (of 2)

INDIVIDUAL BUYER (OR HIS/HER MANDATED REPRESENTATIVE) OR MANDATED ENTITY (COMPANY/ORG/ ETC) REPRESENTATIVE.

(ARE YOU A MANDATED REPRESENTATIVE BUYING FOR SOMEBODY ELSE OR FOR A COMPANY/OTHER ENTITY? IF YES, PLEASE HAND IN YOUR MANDATE WITH THIS BUYERS CARD)

TITLE (MR/MS/MRS/DR/ETC): _____ INITIALS _____

SURNAME: _____

NAME(S): _____

TYPE OF IDENTITY DOCUMENT: ☐ RSA ID ☐ PASSPORT ☐ OTHER

(PLEASE NOTE THAT FOREIGN NATIONALS WITHOUT A PASSPORT MUST PROVIDE A VALID ASYLUM SEEKER OR REFUGEE PERMIT)

ID/OTHER DOCUMENT NO: _____

DATE OF BIRTH: DD _____ MM _____ YYYY _____

GENDER: ☐ MALE ☐ OR ☐ FEMALE

IF PASSPORT, COUNTRY OF ISSUE: _____

NATIONALITY: _____

COUNTRY OF PERMANENT RESIDENCE: _____

CUSTOMER TYPE (E.G. PRIVATE / SELF-EMPLOYED / SOLE PROP / ETC): _____

CONTACT DETAILS:

CELL NUMBER : _____ LANDLINE : (_____) _____

ALTERNATIVE NO (S): _____ OR _____

EMAIL: _____

FAX NUMBER : _____

PERSONAL ADDRESS (NOT P.O.BOX OR PRIVATE BAG OR COMPANY)

COMPLEX / UNIT / BUILDING: _____

STREET: _____

SUBURB: _____

DISTRICT / CITY: _____

PROVINCE: _____ POSTAL CODE : _____

EMPLOYER: _____

INDUSTRY: _____

OCCUPATION: _____

SOURCE OF INCOME (E.G. SALARY / COMMISSION / VEHICLE SALES / ETC) : _____

SECTION 2 (of 2)

IF BUYING FOR A COMPANY OR OTHER ENTITY.

COMPANY OR ENTITY NAME: _____

TYPE (E.G. CC/PTY/TRUST/ETC): _____

REG. NO.: _____

VAT NO: 4 _____

INDUSTRY: _____

ENTITY CONTACT NUMBER: _____

ENTITY FAX NUMBER: _____

ENTITY EMAIL ADDRESS: _____

ENTITY ADDRESS (NOT P.O.BOX OR PRIVATE BAG)

COMPLEX / UNIT / BUILDING: _____

STREET: _____

SUBURB: _____

DISTRICT / CITY: _____

PROVINCE: _____ POSTAL CODE : _____

(PLEASE NOTE THAT COMPANIES/ENTITIES MAY BE REQUIRED TO COMPLETE ADDITIONAL FORMS / DECLARATIONS)

PREFERRED METHOD OF COMMUNICATION

EMAIL _____ AND OR SMS _____

PLEASE NOTIFY ME OF UPCOMING AUCTIONS: ☐ YES ☐ NO