

CONDITIONS OF SALE

VOORWAARDEN VAN OOREENKOMS

1. The Purchaser acknowledges that the CONDITIONS OF SALE OF TOBIE MYBURGH CC ('the AUCTIONEER') which are applicable to public auctions held by them, are applicable to the purchase of goods on the reverse side hereof and that those conditions are binding upon him as if it were repeated herein with the understanding that nothing contained herein shall prejudice any obligations which he may have, arising from a PURCHASER'S AGREEMENT concluded with the AUCTIONEER.
2. The purchaser acknowledges that the goods mentioned on the reverse side are the goods which he purchased and that he is satisfied in all respect with the condition and quality thereof and that they are suitable for the purpose for which he purchased them.

3. The Purchaser acknowledges that the goods mentioned on the reverse side are the goods which he purchased and that he is satisfied in all respect with the condition and quality thereof and that they are suitable for the purpose for which he purchased them.
- 3.1 Purchaser acknowledges that the goods mentioned on the receipt of delivery concludes an agreement with the seller of the goods under which ownership of the goods:
- 3.2 shall pass over to the purchaser should he be a cash purchaser and therefore pay cash to the AUCTIONEER
- 3.3 shall pass over to the AUCTIONEER should the purchaser have arranged a facility with the AUCTIONEER and concluded and signed a PURCHASER'S AGREEMENT with the AUCTIONEER.

- 4.1 Should the AUCTIONEER grant credit to the purchaser at any time, the purchaser shall be obliged upon request to sign a PURCHASER'S AGREEMENT and the conditions of such an agreement are in any event binding upon him as if he had in fact signed it.

- 4.2 Notwithstanding the above going any credit which the AUCTIONEER grants to the purchaser shall expire, should a PURCHASER'S AGREEMENT not be signed on request and the full amount (Principal Debit) owing in respect of the Goods mentioned on the reverse side hereof, shall then immediately become due and payable and ownership will only pass to the purchaser on payment of the purchase price.

- 4.3 In the event of 4.2 the purchaser is also responsible for payment of interest on the Principal Debt, at a rate of 4% higher than the overdraft rate which Standard Bank predominantly charges from time to time on accounts of their best unsecured client. Such interest is payable from the date of signing of this invoice up to and including the date of payment.

5. Should the purchaser be a company of which the signatory of the invoice is a director or a shareholder, the signatory hereby binds himself to the AUCTIONEER as security and co-principal debtor in solidum for the proper execution of the purchaser's obligations for payment of the Principal Debt mentioned in this invoice.

6. In the event that the invoice is not signed by the purchaser or his duly authorised agent and the goods sold are received by duly authorised agent of the purchaser by signing a removal certificate or in the event that the purchaser makes use of a transport contractor who according to his instructions and delivery notice delivered the goods to the purchasers or his duly authorised agent or delivered it to the property of the purchaser either registered in his name or let to him or which he occupies in terms of any other form of occupational right, all the CONDITIONS OF SALE of the company shall be binding on the purchaser as if the buyer's invoice and/or BUYER'S AGREEMENT was signed by the purchaser or his duly authorised agent.

7. If the Principal debt is not fully paid by the purchaser for the goods sold by the AUCTIONEER, the AUCTIONEER redeems ownership on such goods until the full price is paid.

8. Unless the purchaser proves to the contrary, all goods are sold of representation of any nature whatsoever which may be made by the seller of the goods prior to or at the auction.

9. In the event that the AUCTIONEER has to take action due to breach of contract or repossession of the goods the purchaser will be held liable for all costs on the scale, between attorney and client, for the institution of abovementioned action.

1. Die Koper erken die TOBIE MYBURGH AFSLAERS BK ('die AFSLAER') se VERKOOPVORWAARDEN wat van toepassing is op openbare veillings deur hulle gehou van toepassings is op die aankoop van goedere op die keersy hiervan en dat daardie voorwaarde op hom bindend is asof dit hierin herhaal is met die verstande datanks hierin vervatige afbreuk doen aan enige verpligting wat hy mag hê uit hoofde van 'n KOPERSOOREENKOMS gesluit word die AFSLAER.

2. Die Koper erken die goedere op die keersy genoem die goedere is wat hy gekoop het en dat hy in alle opsigte tevredes is met die waardheid en gehalte daarvan en dat dit geskik is vir die doel waarvoor hy dit aangekoop het.
3. Die koper oogsaan indien hy 'n koper vir kontant is en kontant daarvooraan die AFSLAER betaal
- 3.2 op die AFSLAER oorgaan indien die koper 'n faciliteit by die AFSLAER gereël het en 'n KOPERSOOREENKOMS met die AFSLAER gesluite het.
- 4.1 Indien die AFSLAER te enige tyd krediet aan die koper verleen, is die koper verplig om op aanvraag 'n KOPERSOOREENKOMS te teken en is die voorwaarde van so 'n ooreenkoms in elke geval bindend op hom asofhy dit indierdaad geteken het.
- 4.2 Desnie teenstaande die voorgaande verval enige krediet wat die AFSLAER aan die koper verleen, indien 'n KOPERSOOREENKOMS nie op aanvraag geteken word nie en word die volle bedrag (Hooftskuld) verskuldig ten opsigte van die goedere genoem op die rekening van hulle beste onversekerde opesbaarbaan en eiendomsreg sal alleemlik op die koper oorgaan teen betaalbaar vanaf die datum van die Hooftskuld in.
- 4.3 In die geval van 4.2 is die koper ook aanspreeklik vir betaling van rente op die Hooftskuld teen 'n koers van 4% hoér as die oortrekingskots wat dorwend deur Standerd Bank van tyd tot tyd gehef word op die rekening van hulle beste onversekerde kliënte. Sodanige rente is betaalbaar vanaf die datum van die ondertekening van hierdie faktuur tot en met die datum van betaling.
5. Indien die koper 'n maatskappy is waaran die ondertekenaar van hierdie faktuur 'n direkteur of aandeelhouer is, verbind die ondertekenaar hom daarmee teenoor die AFSLAER as borg en medehoofskuldenaar in solidum vir die behoorlike nakoming van die koper se verpligte tot betaling van die Hooftskuld in.
6. Indien die koper en/of sy gevormagtigde vir een of ander rede nie die faktuur geteken het nie, maar die koper of sy gevormagtigde wel die goedere ontvang het by wyse van ondertekening van 'n verwyderingssertifikaat of indien van 'n vervoerkontrakteur gebruik gemaak is wat hy wye van sy instruksies en aflewingsbewyse die goedere gelewer het aan die koper, sy gevormagtigde of dit op die eiendom van die koper, het by registrasie en/of gehuurde of enige ander vorm van woonreg op die eiendom gelewer het, all voorwaarde vervat in die VERKOOPVORWAARDES van die maatskappy sal geld asof die kopersfaktuur geteken is asook 'n KOPERSOOREENKOMS aangegaan is.
7. Indien die koper nie die volle bedrag verskuldig ten aansien van enige goedere verkoopt deur die AFSLAER betaal het nie, behou die AFSLAER eiendomsreg oor sondanige goedere totdat die volle bedrag ten aansien van die koop van die goedere ten volle betaalis.
8. Tensy die koper die teendeel bewys word alle goedere "voetsloot" verkoopt en die AFSLAER is nie gebond aan enige waarborg of voorstelling van watter aard ookal wat deur die VERKOPER van die goedere voor of op die veiling gemaak word nie.
9. Indien die AFSLAER 'n aksie van welke aard moet instel vir enige terugname van goedere of kontrakbreuk, aanvaar die koper aanspreeklikheid vir alle kostes op skaal tussen die prokureur en kliënt vir die instel van sodanige aksies.