

## WH Rules of Auction (January 2025)

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*Note: Rules of Auction signed during auction registration may supersede the information on this page.*

### CONDITIONS OF SALE

#### The Auction Floor

The auction floor contains the items to be sold on the auction day(s). Auctions take place in a working environment where people, goods, and vehicles are constantly moving and therefore, there are associated risks. Please pay attention to the environment and be aware of possible safety and security risks. People attending the auction must familiarise themselves with the environment, as Purchasers enter at their own risk. WH Auctioneers (Pty) Ltd (hereafter referred to as WH) is not responsible for any losses or damages to either persons or possessions whilst on our premises.

#### Rules of Auction

It is expressly noted that all Purchasers attending our auction agree that they have been made aware and understand the Rules of Auction.

#### Registration, Deposits, and 'Know Your Customer'

Purchasers may not participate in the auction unless they have completed a registration card and supplied the necessary information to the Auctioneers, which information may be supplied to Sellers in accordance with the CPA and FICA.

#### *Deposits*

A registration deposit, the amount which will be stipulated, on the web site, and displayed signs at the auction premises will be required by all Purchasers. Should you be unsuccessful at the auction, your deposit will be returned to you within 2 working days of the auction provided bank details are supplied. WH is not responsible should there be a delay in clearance by the bank. There is no charge to register on a WH auction and unsuccessful bids will incur no fees.

#### Bidding, Inspection, Condition of Goods and Warranties

#### *Inspection*

Bidders are provided with an opportunity to inspect items during designated viewing days. It is the bidder's responsibility to conduct due diligence before placing a bid. Bids cannot be cancelled or retracted.

#### *The Auction*

In respect of any lots, the highest accepted bidder shall be the Purchaser of any such lots. In the event of a dispute as to the identity of the highest bidder, WH may re-auction the lots concerned, declare the successful Purchaser, or remove the item from auction. WH reserve the right to nominate another Auctioneer to conduct all or part of the auction without giving notice or reason thereto other than a general announcement by the Auctioneer. The Auctioneer shall have the right to regulate the bidding and control the auction.

Each lot sold at the auction may comprise a single lot or a group containing various items. When goods are put up for auction in lots, each lot is, unless announced by the Auctioneer as being grouped, the subject of a separate transaction.

Should there be any special conditions pertaining to the auction this will be made available by notices fixed to a prominent place at the auction venue or shall be announced prior to the commencement of the auction by the Auctioneer or listed on the internet with the description of the lot. Should there be any special conditions for a specific lot or number of lots, the Auctioneer will announce this prior to the sale of the lot(s) or alternatively by a notice affixed to the lot(s) or in the online description.

**STC - Where lots that are sold Subject to Confirmation (STC), the highest bid will be subject to the acceptance by the Seller** and the Purchaser will be notified of the success of his bid within 2 to 21 working days or a period as stated by the auctioneer or described on the auction website &/or bidder registration forms. Accepted highest bids are binding and bids cannot be retracted by Bidders/Purchasers.

### *Online Bidding*

Registered bidders participating by online auction or **Webcast must be aware that the auctioneer cannot accommodate for slow or lost internet connections** or the variable delay between bids placed online and reflecting on the auction system on the auction floor. Furthermore, the Auctioneer cannot guarantee uptime on the system. Should it occur that an online bid reflects after the auctioneer knocks-down or calls "sold" to a Purchaser on the auction floor, the online bid will be invalid. Webcast bidders can place pre-bids / max offers prior to auction commencing which the online auction administrator calls on behalf of the online bidder in bidding increments up to the maximum / pre bid amount. Due to this, **online bidders must bid early.**

**Online bidders are prohibited from sharing logins or giving access to the platform to anyone other than who's been registered for the sale. ALL bids coming from a user account is binding. No exceptions.**

### *Location of Lots*

Not all assets may be located on the auction floor, particularly for online auctions. **The Purchaser must confirm the location of each lot they intend to bid on.** WH will not be liable for bidders who do not know a Lot's location.

### *Additional Terms / Suspensive Conditions*

The Purchaser shall be bound by all additional terms and conditions. On the fall of the hammer at the auction for the lots purchased by the Purchaser, a sale for the lots shall be finally and irrevocably concluded; subject only to any suspensive conditions that may be applicable to any lots. Your bid is final and binding on every item purchased.

### *Condition of Goods*

Unless otherwise stated, the **lots are sold in the condition and state that they are in (as-is)** and the Purchaser purchases the lots in accordance therewith. WH shall not be liable for condition or state of any of the lots of which WH is unaware.

**It is the responsibility of the Purchaser to view / inspect all lots they intend to bid on before participating in the auction.** Neither the Seller of the lots, nor WH, give any warranties or guarantees or make any representations regarding the condition or state of any of the lots, save for when applicable. The Purchaser acknowledges that they have inspected the lots before bidding, noted the condition and state thereof, and is satisfied with the lots as well as the description thereof.

WH make every effort to accurately catalogue items to the best of our knowledge; however, we are not responsible for any errors.

**Where branding appears on a Lot, the Seller reserves the right to remove such branding prior to collection**

### *Cancellation*

**Bids & invoices cannot be cancelled.** If a Purchaser defaults upon the obligations contained herein the Purchaser shall forfeit their deposit. Do not allow any other person to utilise your bid card. You will be responsible for any purchases on your bid card that other individuals have made. Purchasers defaulting on payments will forfeit the auction registration deposit and may incur additional charges in line with the Consumer Protection Act.

### **Payment and Delivery**

#### *Payment*

**Full payment must be made 24 hours after auction. Payment is only accepted via an electronic funds transfer (EFT)** or direct deposit into our nominated bank account(s). No cash is accepted on site. An administration fee of 4% (as from Jan 2024) will be levied on all cash deposits made into our account. All

deposits and payments must be undertaken free of exchange. The sender is responsible for all bank transfer fees, whether for local or international payments.

WH do not sell subject to finance. Clients requiring finance will have to provide a letter from the bank providing irrevocable proof of such finance. A 10% non-refundable initial payment must be paid at the end of the auction. Bank releases must be supplied to the Auctioneer within 2 working days of the auction. No receipts will be issued for goods delivered until the payment is reflected in WH's bank account.

### *Additional Costs & Fees*

Information regarding the Purchaser's premium, paperwork processing fees (R2100 inc VAT) and cash deposit fees (4%) will be made available by notices fixed to a prominent place at the auction venue, the web site, the catalogue or shall be announced prior to the commencement of the auction by the Auctioneer.

**The Purchaser understands and accepts that his bid amount is exclusive of VAT, paper fees, a Buyers premium and any other fee announced by the auctioneer prior to the sale or listed on the auction description on the website or in bidder registration forms.** Unless otherwise stated the paper processing fee is R2100 (inc VAT), and Buyers premium is 12% (+ Vat to be added to your bid). Payment for the above and any other stipulated fees shall be paid to WH immediately after the fall of the hammer

### *Delivery*

Risk in and to the lots shall pass to the Purchaser on the fall of the hammer and it is therefore imperative that the Purchaser insure all purchases immediately once knocked down to them. The Purchaser shall only be entitled to take delivery of the lots once payment of the full purchase price of all lots is reflecting in WH's bank account.

### **Removal and Storage**

#### *Removal*

No goods may be removed during the auction. The Purchaser shall remove the lots from the auction site within 72 hours or the period announced by the Auctioneer or written in the catalogue at the relevant auction or stipulated on the Auctioneers web site. Dispatch is completed on a first come, first serve basis. It is the responsibility of the Purchaser to make certain that they comply with any health, safety or procedural requirements of the Auctioneer or the Seller.

**Purchasers are responsible for dismantling, rigging and/or special loading. No assistance will be available on site for collections.**

The Auctioneers will not be responsible for any damages caused during removal or releasing of equipment. It will be the Purchasers' responsibility to make right any damages to property even if the Purchaser has nominated to use a third-party company to remove the assets.

The Purchaser shall not be entitled to cancel the sale as a result of timeous non-delivery of the lots or on non-signature of the required documents. WH shall be entitled, without penalty, to cancel the sale should the required documents of or relating to the lots not be signed and delivered to WH within 21 days of the date of the Auction; the Purchaser must look to the Seller for any damages that the Purchaser may have suffered due to such non-delivery or non-signature.

#### *Storage*

The Purchaser shall be liable to pay daily storage fees of 1% of the value of the item(s) not collected with a minimum fee of R100 per lot per day if the lots remain on WH's premises without written approval. Should after the dispatch period WH need to remove an asset from an auction venue for any reason whatsoever; WH will nominate a service provider to undertake the removal. The actual invoice cost for any such removal plus a 20% (twenty per cent) handling fee will be for the account of the Purchaser as will any additional storage fees. No lots will be released until the full invoice price of such removal cost has been paid.

#### *Indulgence*

Save for the announcements and signage referred to above, no variations or amendments hereto shall be of any force and effect unless reduced to writing and signed by the Purchaser and WH. No indulgence which the

Seller and/or WH may grant to the Purchaser shall prejudice, or constitute a waiver of, the rights of the Seller and WH, who shall not there be precluded from exercising any rights against the Purchaser which may have arisen in the past or may arise in the future.

#### **Special Conditions for Motor Vehicles and Items Requiring NATIS Paperwork**

The Purchaser confirms that they viewed the motor vehicles concerned and has independently confirmed all the particulars of the motor vehicle. It is expressly noted that the Odometer readings are not guaranteed, and jacks, spare wheels, and service books may not be included. In the case of motor vehicles or other items having legal documents that document a year model, the description used by the Auctioneer will be the year model as per the legal documentation as supplied by the NATIS system. WH shall not be obliged to deliver such lots to the Purchaser until the relevant change of ownership documentation has been completed and signed, has delivered to WH. The Purchaser agrees to comply with any requirements to register and roadworthy the vehicle and to undertake any repairs necessary to affect such requirements.

#### **General**

The Purchaser chooses as domicilium citandi et executandi (the address of delivery for all purposes arising from these terms and conditions), the physical address of the Purchaser reflected on the registration form or reflected in any document signed or handed by the Purchaser to WH in respect of the lots and/ or the auction concerned.

The Purchaser consents to the jurisdiction of the Magistrate's Court and agrees that the Seller and/or WH shall be entitled to institute proceedings in the High Court. In the event that any legal steps are taken against the Purchaser, the Purchaser agrees to pay all of the legal costs (on the attorney and own client scale) of WH and/or the Seller and which is or may be actually paid to WH'/the Seller's attorneys (by agreement or otherwise), alternatively, where there is no such agreement, on the attorney and own client scale as per the tariff of the relevant Court involved.

#### **WesBank Specific FICA Compliance Notice:**

**Disclaimer: Registered bidder / customer information will be shared with WesBank for the completion of the risk assessment.**

Any personal information and/or documents belonging to you or that of any third party as required by the Financial Intelligence Centre Act, 38 of 2001, that is processed through the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, use or such other means as defined in the Protection of Personal Information Act, 4 of 2013, as provided by you to us shall be processed for legitimate business purposes in the provision of any products or services herein, which may include the transmission of such information to FirstRand Bank Limited, including its divisions, subsidiaries and affiliates for processing.

In the event that payment is received by WH from a party other than the purchaser, WesBank reserves the right to conduct a risk assessment and request KYC documents in respect of the third party payer before the asset is released. Should WesBank deem the transaction to no longer fall within an acceptable threshold of their risk appetite to conclude the sale, WesBank shall have the right to cancel the sale transaction.

In the event that a further risk assessment is required WesBank reserves the right to conduct such assessment after the auction process is concluded and may cancel the sale transaction should WesBank no longer deem the transaction to fall within an acceptable threshold of our risk appetite to conclude the sale. Release of the asset will be subject to the completion of the risk assessment.

#### **ON BEHALF OF THE BUYER WHO WARRANTS THEY ARE DULY AUTHORIZED**

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*Name and Surname*

*Signature*

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*Date*

*Place*

## **SAMPLE RULES OF AUCTION**

### **ACCEPTANCE OF THESE RULES**

1. By registering to participate in the auction, the bidder is deemed to have accepted these rules as being binding on him in respect of the auction and any sale of goods pursuant to such auction.

### **RESERVED PRICE / UPSET PRICE AND OWNER OR AGENT'S RIGHT TO BID**

2. Notice is hereby given that this auction is subject to:

2.1. a reserved / upset price;

2.2. confirmation of the sale by the Seller (STC);

2.3. a right on behalf of the seller/owner/legal holder of the goods being offered ("Seller") to bid at the auction (or any person on behalf of the Seller); and

2.4. a right of WH Auctioneers "the Auctioneer" to bid at the auction on behalf of the Seller or as proxy for a registered bidder

2.5. only the auctioneer or his agents shall be entitled to bid up the reserve price on behalf of the seller but shall not be entitled to make a bid equal to or exceeding the reserve price.

### **CONSUMER PROTECTION ACT, 68 OF 2008 ("CPA")**

3. The rules of this auction comply with section 45 of the CPA and the regulations promulgated thereunder.

4. In these rules, "auction" includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.

5. The bidder's attention is drawn to section 45(2) of the CPA which reads as follows:

*"When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction."*

### **BIDDING**

6. The Auctioneer shall, prior to the commencement of the auction, provide each registered bidder with a bidder number as well as a paddle or other device to which that number is attached in such a way that it is clearly visible to persons present at the auction.

7. WH AUCTIONS shall have the right to control and regulate the auction.

8. The advance in the bidding will be regulated by the Auctioneer.

9. The auction will be recorded. The recording shall not be available to the public or the purchaser of the goods but WH AUCTIONS shall make the recording available should it be required to do so by an order of court or by law. The recordings shall be prima facie proof of the auction proceedings.

10. The reason for the auction will be announced by the Auctioneer during the auction if it is for any reason other than the normal and voluntary disposal of goods by the Seller.

11. The Auctioneer may, without penalty or prior notice but only with the Seller's express written permission, withdraw any item or lots from the auction.

12. The bidder's attention is drawn to the fact that the Auctioneer may:

12.1. not allow bidding on an item or lot which has not been advertised; and

12.2. not deviate from the sequence of goods as advertised.

13. All bids made at the auction are deemed to exclude VAT, the buyer's premium and any other costs stipulated in these rules of auction.

14. A sale by auction is complete when the Auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.

15. Subject to any reserved price, and acceptance of the highest bid by the Seller, the highest bidder (when the Auctioneer announces the completion of the sale by the fall of the hammer, or in any other customary manner) will be the purchaser of the goods or lots on auction (“Purchaser”).

16. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the terms and conditions, during which time the offer shall be open for acceptance by the Seller and their Agent, and if the offer is accepted, the sale should be deemed to be a sale by auction for the purposes of the act.

17. The Purchaser's offer shall remain open for acceptance by the Seller or Auctioneer, by the Auctioneer on behalf of the Seller, until expiry of the confirmation period. The Purchaser and the Auctioneer acknowledge and agree that this provision is for the benefit of the Seller.

18. Should any dispute arise between two or more bidders, the lot may be put up again and resold or the Auctioneer may declare the Purchaser. The Auctioneer's decision is final and binding.

19. There shall be no dispatching of goods during the auction.

## **COMMENCEMENT**

20. The auction will commence at the published time (as indicated above) and it will not be delayed enabling any specific person or more persons in general to take part in the auction.

## **REGISTRATION**

21. All persons intending to bid must register his or her identity in the bidder's record prior to the commencement of the auction and sign such registration entry.

22. Such registration of each prospective bidder's identity must, with the necessary changes, meet the requirements of chapter 1 of the regulations in terms of the Financial Intelligence Centre Act, 38 of 2001 in respect of the establishment and verification of identity. For these purposes, each bidder must provide the Auctioneer with all relevant information required by the Auctioneer as well as the supporting documents listed in Annexure A hereto that are applicable to the bidder.

23. Any person attending the auction to bid on behalf of another person (“the Principal”) must produce a letter of authority expressly authorising such person to bid on behalf of the Principal and both that person and the Principal must verify their identity in terms of rule 22 above.

24. Where the Principal is a company, the person bidding on behalf of that company must produce a letter of authority on the letterhead of that company as well as a certified copy of a resolution authorising him or her to bid on the company's behalf.

25. The Auctioneer may not accept a bid from a person unless he/she is registered in the bidder's record. A bid taken from an unregistered person will be invalid.

## **READING AND CERTIFYING RULES OF AUCTION**

26. These rules of auction shall not be read out at the auction, unless:

26.1. any person objects to the rules not being read out after invitation by the Auctioneer; or

26.2. the rules of auction were not made available to the public at least 24 hours prior to the commencement of the auction.

27. In the event that these rules of auction are amended at any time after their initial publication, the Auctioneer will expressly indicate the amendments that have been made.

28. Save for any announcement by the Auctioneer at the commencement of the auction that these rules have been amended, no variations or amendments hereto shall be of any force and effect unless reduced to writing and signed by the Purchaser and WH.

29. These rules of auction (and any amendments hereto) shall be signed by the Auctioneer whose name appears above.

30. In the event that the auctioneer whose name appears above is unavailable to conduct the auction, the Auctioneer who then conducts the auction will be deemed to have so certified these rules of auction.

## DOCUMENTS AVAILABLE FOR INSPECTION

31. The bidder's record will be available for inspection at the Auctioneers physical address indicated above during normal business hours and during the auction at the auction location indicated above, without the charge of a fee.

32. The vendor's roll will be available for inspection at the Auctioneers physical address indicated above during normal business hours without the charge of a fee.

33. The Auctioneer's vendor's roll is final.

## RIGHT OF INSPECTION

34. Prospective bidders shall be afforded a reasonable period and opportunity to inspect the goods on offer prior to the commencement of the auction on the day specified in the auction advert and no fee shall be charged for such opportunity. The Auctioneer may:

34.1. refuse or restrict access to such goods if a prospective bidder, after gaining access, in any way acts unlawfully or in contravention of the rules of auction; and/or

34.2. require a prospective bidder to adhere to or submit to any security measures reasonably applicable in the circumstances.

## ATTENDANCE AT OWN RISK

**35. Bidders and persons attending the auction are notified that an auction site is a potentially hazardous place. Flammable, noxious, corrosive and pressurized substances may be present, heavy equipment may be operated and electric circuits may be live at the auction site. Every person at the auction site before, during and after the auction shall be deemed to be there at his or her own risk with notice of the aforesaid condition of the premises, the activities on the premises and the conduct of third parties. Bidders shall so advise their agents and employees. No persons shall have any claim against WH Auctioneers, or the Auctioneer, the Auctioneers agents, employees or principals for any injury sustained, nor for damages or loss of property which may occur for any cause whatsoever, save as a result of WH Auctioneers gross negligence.**

## BIDDER'S PAYMENT OBLIGATIONS

36. A refundable deposit equal to R50,000.00 is required to be paid by each prospective bidder on registration. Without prejudice to any other rights that the Auctioneer or the Seller may have, the deposit shall be forfeited if the successful bidder fails to pay the bid price and/or the other costs listed in rule 38 below.

37. The total cost of advertising and conducting the auction is as follows:

37.1. cost of advertising: AS PER THE AUCTION SPECIFIC RULES AVAILABLE FROM THE AUCTIONEER and

37.2. cost of auction: AS PER THE AUCTION SPECIFIC RULES AVAILABLE FROM THE AUCTIONEER

38. The Purchaser (being the highest bidder) shall be liable to pay the following amounts to WH:

38.1. the bid price;

38.2. the buyer's premium AS PER THE AUCTION SPECIFIC RULES AVAILABLE FROM THE AUCTIONEER;

38.3. motor vehicle processing fee AS PER THE ORIGINAL RULES AVAILABLE FROM THE AUCTIONEER (if applicable); and

38.4. VAT on the amounts in 38.1 to 38.3 above.

39. The Auctioneer has a trust account into which all monies will be paid for the benefit of the Seller, minus the agreed commission and costs provided for in rule 38 above. All payments made by the prospective bidders and/or the Purchaser shall be made by way of an electronic transfer of funds into the trust bank account

nominated by the Auctioneer in writing for such purpose or by way of a bank guaranteed cheque, unless otherwise stated by the Auctioneer.

## **BANK FINANCE**

40. Bidder's being financed by financial institutions must, upon registration, provide written proof from the relevant financial institution of the availability of funds.

## **CONDITIONS OF SALE**

The Purchaser shall be bound by the following terms and conditions of sale:

41. On the fall of the hammer at the auction the sale shall be finally and irrevocably concluded, subject only to such suspensive conditions as may be applicable to such sale and acceptance by the Seller.

42. Risk in and to the goods shall pass to the Purchaser on the fall of the hammer.

43. The Purchaser agrees that the bid price and all fees, charges and the buyer's premium shall be paid to WH Auctioneer immediately after the fall of the hammer.

**44. The Purchaser acknowledges that he has inspected the goods, noted the condition and state thereof, and is satisfied with the goods. The goods are sold subject to the condition report furnished in respect of the goods for the auction or in the document appended to or alongside the goods even if the goods continue to remain at the Auctioneer's premises (if applicable). WH Auctioneers does not have any other knowledge of the goods and the state and condition thereof. Accordingly, the goods are sold in the condition and state that they are in and the Purchaser purchases the goods in accordance therewith (i.e. voetstoots). The Auctioneer shall not be liable for any defect in any of the goods of which the Auctioneer was unaware or could not reasonably have known about.**

45. The Auctioneer does not give any warranties or guarantees or make any representations regarding the condition or state of any of the goods, save for the representation that appears on the aforesaid condition report or appended documents. Save for such condition report, appended document or any advertisement published by WH AUCTIONEERS in respect of the Auction, The Auctioneer is not responsible for any errors of description of any of the goods.

46. Delivery of the goods shall be deemed to have been made to the Purchaser upon delivery to the Purchaser of a receipt from the Auctioneer stating that the Purchaser has paid such amount (such receipt hereafter called the "the Receipt"). The Purchaser agrees that as the goods will not actually be physically delivered by the Auctioneer to the Purchaser's address or any address nominated by the Purchaser, the Purchaser shall be responsible for all of the costs of delivery. The Purchaser shall remove the goods from WH AUCTIONEERS premises within the period announced by the Auctioneer at the relevant auction.

47. The Purchaser shall not be entitled to take delivery of the goods until payment of the full bid price plus the additional costs contemplated above has been made to THE AUCTIONEER, and the Purchaser is in possession of the receipt.

48. In the case of motor vehicles or other items requiring the completion and delivery of documents by the Seller or any third party, THE Auctioneer shall not be obliged to deliver such goods to the Purchaser until the relevant documentation, duly completed and signed, has been delivered to THE AUCTIONEER by the Seller or other third party.

49. THE Auctioneer shall be entitled, without penalty, to cancel the sale should the required documents of or relating to the goods not be signed and delivered by the Seller to THE AUCTIONEER within 21 days of the date of the auction. In such circumstances, the Purchaser must look to the Seller for any damages that the Purchaser may have suffered due to such non-delivery or non-signature.

50. The Purchaser shall be liable to pay storage fees to The Auctioneer if the goods remain on the Auctioneer's premises.

51. Details regarding the applicable storage fees will be available in the form of a notice affixed in a prominent place at the venue of the auction, alternatively will be otherwise notified to the Purchaser.



52. In the event of the Purchaser failing to pay the full purchase price (plus applicable costs) of the goods immediately on the day of the auction or on or before the applicable time (as per the relevant announcement by the Auctioneer), failing to remove the goods and/or otherwise failing to comply with any of these terms and conditions, then any amounts paid to the Auctioneer by the Purchaser (whether as fees, costs and/or buyer's premium) shall be irrevocably forfeited to the Auctioneer, and any deposit paid by the Purchaser to the Auctioneer for the goods shall be irrevocably forfeited to the Seller. Such forfeited amounts shall be deemed to be genuine pre-estimated (and liquidated) damages that the Seller may suffer, and the forfeiture of such amounts shall be payment or part payment of such damages. The Seller shall be entitled to re-sell or re-auction such goods without notice to the Purchaser.

53. The Auctioneer shall have a lien over the goods for any amounts due and payable by the Purchaser to the Auctioneer. Should the Auctioneer re-sell/re-auction such goods and should the net proceeds thereof (after deducting commission, fees, costs and buyer's premium payable to the Auctioneer) be less than the sale price, then the Purchaser shall immediately upon demand pay to the Auctioneer as pre-estimated, liquidated, damages, such difference, less any amounts forfeited in terms of rule 50 above. The Auctioneer shall not be liable to the Purchaser for any losses or damages suffered by the Purchaser as a result of the termination of the sale by the Seller or any failure to deliver the goods that is attributable to the Seller.

54. No indulgence which the Seller and/or the Auctioneer may grant to the Purchaser shall prejudice, or constitute a waiver of, the rights of the Seller and/or the Auctioneer, who shall not thereby be precluded from exercising any rights against the Purchaser which may have arisen in the past or may arise in the future.

55. Where the item purchased is a motor vehicle, the Purchaser confirms and acknowledges that when he viewed the motor vehicle concerned prior to the commencement of the auction, all of the particulars of and relating to the motor vehicle (including the name and business address of the Auctioneer, a notice that there is no liability or duty on the Auctioneer/auction house/bank/financial entity/Seller to repair, the motor vehicle's year of manufacture, year of first registration, model designation, registration number, engine number, VIN number, odometer reading and that the odometer reading is not guaranteed) were affixed to the motor vehicle in document form or otherwise available in writing at or by the motor vehicle.

56. The Purchaser chooses as its domicilium citandi et executandi (the delivery address for all purposes arising from these terms and conditions), the physical address of the Purchaser provided to the Auctioneer for registration purposes, or reflected in any document signed or handed by the Purchaser to WH or the Seller in connection with the goods and/or the auction concerned.

57. The Purchaser consents to the jurisdiction of the Magistrate's Court, but agrees that the Seller and/or the Auctioneer shall be entitled to institute proceedings in the High Court. In the event that any legal steps are taken against the Purchaser, the Purchaser agrees to pay all of the legal costs (on the attorney and own client scale) of the Auctioneer and/or the Seller and which is paid and/or may be payable to the Auctioneer /the Seller's attorneys (by agreement or otherwise), alternatively, where there is no such agreement, on the attorney and own client scale as per the tariff of the relevant court involved.

58. Any term and condition of sale above is severable from the remaining terms and conditions, which remaining terms and conditions shall continue to apply and be effective.

**AND THE AUCTIONEER HEREBY CERTIFIES, TO THE BEST OF HIS KNOWLEDGE THAT THESE RULES OF AUCTION MEET THE REQUIREMENTS OF REGULATION 21 OF THE REGULATIONS TO THE CONSUMER PROTECTION ACT, 68 OF 2008**

**A SIGNED COPY OF THIS DOCUMENT IS AVAILABLE FROM THE AUCTIONEER**