CONDITIONS OF SALE FOR MOVEABLE ITEMS

1. ALL GOODS WHICH ARE NUMBERED IN LOTS OR POINTED OUT BY THE AUCTIONEER WILL BE SOLD TO THE HIGHEST BIDDER, WITHOUT RESERVE, OR SUBJECT TO CONFIRMATION AFTER THE SALE.

2. PAYMENT TO BE MADE DURING OR IMMEDIATELY AFTER THE SALE IN BANK GUARANTEED CHEQUE OR ELECTRONIC TRANSFER UNLESS PREVIOUSLY ARRANGED WITH THE AUCTIONEER. GOODS REMAIN THE PROPERTY OF THE AUCTIONEER UNTIL FULL PAYMENT HAS BEEN RECEIVED.

3. IF YOU AS REGISTERED PURCHASER ALLOW A SECOND OR THIRD PERSON TO PURCHASE WITH YOUR NUMBER, YOU WILL, AS REGISTERED PURCHASER BE HELD EN KEPT LIABLE FOR PAYMENT THEREOF FOR YOUR ACCOUNT.

4. A) THE SELLING PRICE DOES NOT INCLUDE VAT AND MUST BE PAID OVER AND ABOVE (IF APPLICABLE).

   B) THE SELLING PRICE DOES NOT INCLUDE 10% AUCTIONEERS COMMISSION (PLUS V.A.T) AND MUST BE PAID OVER AND ABOVE THE PURCHASE PRICE.

   C) A VEHICLE DOCUMENTATION FEE OF R 1750 WILL BE CHARGED WHERE APPLICABLE.

5. ALL GOODS ARE SOLD VOETSTOOTS, IN WHATEVER CONDITION THEY MAY BE, BY THE ACCEPTANCE OF A BID AND NO GUARANTEED WHATSOEVER IS GIVEN.

6. DESCRIPTION AND INFORMATION IN ADVERTS, CATALOQUES OR GIVEN VERBALLY ARE GIVEN IN GOOD FAITH.

7. THE AUCTIONEER OR SELLER DOES NOT HOLD HIMSELF RESPONSIBLE FOR ANY ERRORS OF DESCRIPTION OF QUALITY OR QUANTITY. A BID SHALL BE TAKEN AS PROOF THAT THE BIDDER HAS ACQUAINTED HIMSELF WITH THE LOT FOR WHICH HE BIDS.

8. ALL LOTS KNOCKED DOWN IMMEDIATELY BECOME THE RESPONSIBILITY OF THE PURCHASER. THE AUCTIONEER, OWNER OR HIS AGENT CANNOT BE HELD RESPONSIBLE FOR ANY GOODS THAT MAY BE LOST, DAMAGED OR STOLEN.

9. IN THE EVENT OF A DISPUTE ARISING ABOUT ANY BID, THE AUCTIONEER MAY USE HIS DISCRETION AND PUT THE LOT UP AGAIN FOR AUCTION. HIS DECISION AS WELL AS THE VENDUE ROLL OF SALE WILL BE REGARDED AS FINAL IN ALL CASES.

10. NO GOODS MAY BE REMOVED DURING THE TIME OF SALE AND MUST BE PAID FOR IN FULL BEFORE THEY ARE REMOVED FROM THE PREMISES.

11. GOODS TO BE AUCTIONED WILL BE AT THE DISCRETION OF THE AUCTIONEER AND HE RESERVES THE RIGHT TO COMBINE, DIVIDE OR WITHDRAW ANY LOT.

12. THE AUCTIONEER RESERVES THE RIGHT OF REGULATING THE BIDDING, ALSO OF REFUSING ANY BIDDING AND WITHDRAWING ANY LOT FROM THE SALE OR STOPPING THE SALE ALTOGEHTER.

13. THE REMOVAL OF GOODS WILL BE THE RESPONSIBILITY OF THE PURCHASER AND HE WILL ALSO BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING OR ANY OTHER ITEM WHILE REMOVING HIS GOODS.

14. IF THE PURCHASER FAILS TO CARRY OUT ANY OF HIS OBLIGATIONS UNDER THE CONDITIONS OF SALE, THE GOODS MAY AGAIN BE PUT UP FOR SALE AND THE PURCHASER SHALL BE RESPONSIBLE FOR ANY LOSS SUSTAINED BY REASON OF HIS DEFAULT.

15. IF THE AUCTIONEER OR SELLER MAKES ANY MISTAKES IN SELLING, SUCH MISTAKES SHALL NOT BE BINDING UPON EITHER PARTIES, BUT SHALL BE RECTIFIED.

16. IF THE AUCTIONEER BELIEVES THAT A BIDDER IS UNABLE TO PAY THE PURCHASE PRICE, HE MAY REFUSE TO ACCEPT THE BID, OR ACCEPT IT PROVISIONALLY UNTIL THE BIDDER SHALL HAVE SATSIFIED HIM IMMEDIATELY THAT HE IS ABLE TO PAY THE PURCHASE PRICE. ON REFUSAL A BID UNDER SUCH CIRCUMSTANCES, THE ITEM MAY IMMEDIATELY AGAIN BE PUT UP FOR AUCTION.

VERKOOPSVOORWAARDES VAN LOSGOEDERE

1. ALLE ITEMS SOOS GEMERK IN LOTTE OF SOOS DEUR MY UITGEWYS WORD VERKOOP SONDER ENIGE RESERWE OF ONDERWORPE AAN BEKRAGTIGING NA DIE VEILING AAN DIE HOOGSTE BIEëR WAT NA DIE TOESLAAN VAN DIE BOD AS DIE KOPER BESKOU SAL WORD.

2. BETALING GESKIED IN KONTANT OF BANKGEWAARBORGDE TJEK GEDURENDE OF ONMIDDELIK NA DIE VEILING MITS DAAR VOORAF MET DIE AFSLAER GEREëL IS EN GOEDERE BLY DIE EIENDOM VAN DIE AFSLAER TOTDAT BETALING TEN VOLLE ONTVANG IS.

3. INDIEN U AS GEREGISTREERDE KOPER TOELAAT DAT ‘N 2DE OF 3DE PERSOON MET U NOMMER KOOP SAL U AS GEREGISTREERDE KOPER SELF VIR BETALING DAARVAN OP U REKENING VERANTWOORDELIK GEHOU WORD EN BLY.

4. A) DIE TOEGESLANE BOD SLUIT NIE BTW IN NIE EN IS BETAALBAAR BO EN BEHALWE DIE KOOPPRYS (INDIEN VAN TOEPASSING).

   B) DIE TOEGESLANE BOD SLUIT NIE 10% AFSLAERSKOMMISSIE IN NIE EN IS BETAALBAAR BO EN BEHALWE DIE KOOPPRYS.

   C) ‘N VOERTUIGDOKUMENTASIEFOOI VAN R 1750 SAL GEHEF WORD WAAR VAN TOEPASSING.

5. ALLE ITEMS WORD VOETSTOOTS VERKOOP IN DIE TOESTAND WAARIN DIT IS MET DIE TOESLAAN VAN DIE BOD, EN GEEN WAARBORG VAN WATTER AARD WORD GEGEE NIE.

6. BESKRYWING EN INLIGTING IN ADVERTENSIES, KATALOGUSSE OF WAT MONDELINGS VERSKAF WORD, WORD IN GOEDERTROU GEGEE.

7. DIE AFSLAERS OF VERKOPER IS NIE VERANTWOORDELIK VIR ENIGE ONJUISTE BESKRYWING VAN KWALITEIT OF HOEVEELHEDE NIE EN ‘N BOD SAL AS GENOEGSAME BEWYS DIEN DAT DIE KOPER TEVREDE IS MET DIE ITEMS WAAROP GEBIE WORD.

8. ONMIDDELIK NA DIE TOESLAAN VAN DIE BOD SAL DIE VERANTWOORDELIKHEID VAN DIE ITEM OORGAAN NA DIE KOPER EN DIE AFSLAER EN/OF DIE OPDRAGGEWER SAL NIE VERANTWOORDELIK WEES VIR ENIGE SKADE, DIEFSTAL OF VERLIES AAN ITEMS NADAT DIE BOD TOEGESLAAN IS NIE.

9. INDIEN ENIGE GESKIL OF DISPUUT ONTSTAAN KAN DIE ITEMS VOLGENS DIE DISKRESIE VAN DIE AFSLAER WEER OPGEVEIL WORD. DIE AFSLAER SE BESLISSING SOWEL AS DIE VENDUROL SAL IN ALLE GEVALLE AS FINAAL BESKOU WORD.

10. GEEN ITEMS MAG VAN DIE PERSEEL VERWYDER WORD VOORDAT DIT TEN VOLLE BETAAL IS NIE.

11. EENHEDE WAARIN GEBIE WORD SAL BY DIE AFSLAER BERUS EN HY BEHOU DIE REG VOOR OM LOTTE SAAM TE VOEG OF TE VERDEEL.

12. DIE AFSLAER BEHOU DIE REG VOOR OM ‘N BOD TE WEIER OF ENIGE ARTIKEL TE ONTTREK OF OM DIE VEILING OP ENIGE TYDSTIP TE STAAK.

13. ITEMS WORD OP DIE KOPERS SE RISIKO VERWYDER EN HY SAL VERANTWOORDELIK WEES VIR ENIGE SKADE AAN DIE GEBOU OF ANDER ITEMS TYDENS VERWYDERING OF AFTAKELING.

14. INDIEN ENIGE VAN DIE VERKOOPSVOORWAARDES NIE DEUR DIE KOPER NAGEKOM WORD NIE, KAN DIE ITEM WEER TE KOOP AANGEBIED WORD EN HY SAL VERANTWOORDELIK WEES VIR ENIGE VERLIES WAT MAG ONTSTAAN AS GEVOLG VAN SODANIGE AKSIE.

15. INDIEN DIE AFSLAER OF VERKOPER SOU FOUTEER IN VERBAND MET DIE VERKOOP VAN ‘N ITEM, SAL SODANIGE FOUT NIE BINDEND WEES TEN OPSIGTE VAN ENIGE VAN DIE PARTYE TOT DIE KOOP NIE EN SAL SODANIGE FOUT REGGESTEL WORD.

16. SOU DIE AFSLAER REDE Hê OM TE GLO DAT DIE BIEëR NIE IN STAAT IS OM DIE KOOPPRYS TE BETAAL NIE, MAG HY WEIER OM DIE BOD VAN SO ‘N BIEëR TE AANVAAR, WELKE AANVAARDING SLEGS FINAAL SAL WEES WANNEER SODANIGE BIEëR ONMIDDELIK DIE KOOPPRYS OF DIE AANVAARBARE DEPOSITO KAN BETAAL. IN GEVAL VAN DIE VERWERPLING VAN ‘N BOD IN SULKE OMSTANDIGHEDE MAG DIE ITEM ONMIDDELIK WEER OPGEVEIL WORD.