

RULES OF AUCTION

Weelee (Pty) Ltd (“Weelee”) – Registration Number: 2013/207927/07

Situated at 100 Doddington Street, Witfontein, Ext 36

These Rules of Auction comply with Section 45 of the CPA, No. 68 of 2008 and the Regulations contained therein applicable to auctions.

1. Definitions

- 1.1 **“Administration fee”**- shall mean the amount of of R1 840.00 (inclusive of value-added tax), or any other amount which Weelee in its sole discretion may prescribe, which fee Weelee is entitled to charge on all vehicles sold by auction.
- 1.2 **“Auctioneer”** – the person who conducts the Auction.
- 1.3 **“Auction”** – shall include both physical and online auctions.
- 1.4 **“Bidder”** – any person, natural or juristic, who has registered to purchase a vehicle in an auction sale.
- 1.5 **“Buyer”** – The bidder who is the highest bidder for the vehicles offered on auction, at the fall of the hammer.
- 1.6 **“CPA”** – The Consumer Protection Act, no 68 of 2008, as amended, inclusive of regulations.
- 1.7 **“Deposit”** – shall mean the R2 000.00, or any other amount which Weelee in its sole discretion may prescribe, which is payable by the Bidder in order to be registered for the auction. The deposit is:
 - 1.7.1 non-refundable once the Buyer’s bid is accepted and/or considered successful by Weelee;
 - 1.7.2 fully refundable if the Bidder bids on a vehicle but the bid is not accepted or is considered unsuccessful by Weelee.
- 1.8 **“Party/ies”**- the Buyer or Weelee or either one as the situation may dictate.

2. Registration prior to auction

- 2.1 A Bidder that intends to bid at the auction must register a profile on the online platform before the commencement of the auction and such registration must be in accordance with the Financial Intelligence Centre Act, 2001.
- 2.2 The Bidder must:
 - 2.2.1 sign the registration form;
 - 2.2.1.1 pay a deposit by EFT into Weelee’s nominated bank account in order to ensure that it is registered for the auction. The payment reference

of the deposit should be either the Bidder's ID number or the Company registration number. The deposit is non-refundable once the Buyer's bid is accepted and/or considered successful by Weelee.

3. Sale of vehicles by Weelee

- 3.1 The purpose of the auction is the voluntary disposal of the vehicle by Weelee.
- 3.2 The auctions are subject to a right to bid by Weelee.
- 3.3 By bidding in an auction, the Bidder binds himself/herself/itself to these Rules of Auction. The Bidder acknowledges and accepts that these Rules of Auction are amended from time to time and that it is the responsibility of the Bidder to acquaint himself/herself/itself with the amended Rules of Auction.
- 3.4 Each vehicle is regarded as a separate transaction unless stated by the auctioneer.
- 3.5 The Buyer agrees that no bid may be withdrawn by it after the bid has been accepted and/or considered successful by Weelee and/or its representative, unless Weelee consents to such withdrawal in writing.
- 3.6 All vehicles sold by auction will be subject to a reserve price, unless informed by the auctioneer at the commencement of the auction.
- 3.7 Subject to any reserve price being placed on a vehicle by Weelee, the Buyer of the vehicle at any auction will be the highest bidder at the fall of the hammer.
- 3.8 Any vehicle may be withdrawn from the auction prior to the commencement of the auction. If the reserve price is not secured in respect of any vehicle, the vehicle may be withdrawn from the auction at the sole discretion of the auctioneer. Weelee and the auctioneer will bear no liability in respect of the withdrawal of any vehicles from the auction.
- 3.9 The auctions will be facilitated and will be operated under the sole and exclusive control of the auctioneer. The auctioneer has the unfettered discretion to reject the bid of any person, to control the bidding and to determine the highest bidder.
- 3.10 If the auctioneer suspects that:
 - 3.10.1 a bidder was not bona fide in its bid; and/or
 - 3.10.2 the bidder will not be able to effect payment of the purchaser price of the vehicle; and/orhe may refuse to accept the bid of such bidder or accept it provisionally until the bidder has satisfied him/her that he/ her is in a position to pay the purchase price or that he/ she has made satisfactory arrangements for payment thereof. On refusal of a bid under such circumstances the goods may immediately be re-auctioned.
- 3.11 Any error by the auctioneer will be entitled to be corrected by him or her immediately upon discovery of such error.

3.12 In the event of a dispute arising amongst the registered bidders and/or the auctioneer, the vehicle in dispute will be dealt with in the manner determined by the auctioneer in his/her sole and absolute discretion.

3.13 The entries made in the vendor's roll will be prima facie evidence that a sale of a vehicle was concluded and will be binding on the Buyer.

3.14 The bidder's record and the vendor's roll will be made available for inspection within a reasonable time after the auction on the online platform of Weelee.

3.15 In the event of the sale a vehicle requiring the consent of any statutory authority and/or a court of law, then the sale of the vehicle will be subject to the consent of the statutory authority and/or a court of law being obtained.

4. Viewing and inspection of vehicles

4.1 Bidder's wishing to view the vehicles on auction can elect to do so either on Weelee's online platform or at Weelee's premises.

4.2 The Buyer will be entitled to inspect the vehicle prior to the auction, for the purpose of determining whether the vehicle is defective.

4.3 By entering a bid, the Buyer confirms that it was afforded sufficient opportunity to inspect the vehicle.

5. Purchase of vehicles prior to the auction

An offer made by a Buyer before the auction may at any time be accepted by the auctioneer. This would result in the vehicle being removed from the auction. If the offer is not accepted before the auction, that offer will be placed as a bid in the auction.

6. Date, time and manner of the auction

The auction will start on the published day and time and it will not be delayed to allow any specific person or more persons to take part in the auction.

7. Accepted/Successful bid

7.1 In the event that a bid is accepted/successful, the Buyer will be obliged to provide with Weelee with inter alia, the following documentation:

7.1.1 Natural persons- provide Weelee with a copy of his/her identity document and proof of residence not older than 3 months;

7.1.2 Juristic entities- provide the auctioneer with the registration documents of the company as well as a certified resolution authorising the person to act on behalf of the entity.

8. Purchase price, payment of vehicle and delivery of vehicle

- 8.1 The purchase price of the vehicle is inclusive of value-added-tax.
- 8.2 The Bidder and/or Buyer acknowledges that the purchase price of the vehicle excludes the administration fee charged by Weelee on all vehicles sold by auction.
- 8.3 The purchase price payable by the Buyer to Weelee by means of electronic funds transfer (“EFT”) on the date of sale. Weelee reserves the right to refuse any other method of payment. The Buyer’s payment obligations to Weelee will only be deemed extinguished once the funds reflect in Weelee’s account.
- 8.4 Weelee will not be obliged to register the vehicle in the name of the Buyer. In the event that the Buyer requires the vehicle to be registered on its name, Weelee will be entitled to charge a fee for such services, which will be due and payable prior to the Buyer collecting the vehicle.
- 8.5 The Buyer will not be entitled to withhold payment of any amount to Weelee as a result of any possible or pending claim whatsoever and howsoever arising.
- 8.6 The Buyer will not be entitled to collect the vehicle until the it has paid Weelee all amounts payable as well as provided Weelee with all documentation, which Weelee in its sole discretion may decide that it requires.
- 8.7 The Buyer will arrange for the collection of the vehicle, after complying with all its obligations to Weelee, at the time and the date stipulated by Weelee.
- 8.8 Should the Buyer fail to take delivery of the vehicle, Weelee will be entitled to charge the Buyer fees which include, but are not limited to; removal fees, storage fees, insurance premium costs and any other costs incurred by Weelee as a result of the non-collection of the vehicle by the Buyer.

9. Limitation of liability and warranties

- 9.1 The vehicles sold at the auction are sold “as is” without any warranty whatsoever. The Buyer will have no recourse against Weelee, including but not limited to any latent or patent defects inherent in the vehicle, at the fall of the hammer.
- 9.2 Weelee will not be held liable for any interruption in internet connection resulting in the Buyer being disconnected from the auction, be it the Buyer’s or Weelee’s internet connection, for any reason whatsoever. Weelee will not be held liable for the loss of any potential purchase, should the Bidder’s bid not be noted due to the interruption of the internet supply.

- 9.3 Any bid by a Buyer will be considered as acceptance of the vehicle with any patent or latent defects in the vehicle's condition at the fall of the hammer.
- 9.4 Weelee cannot be held responsible for its failure to discover any unsafe characteristic, failure, defect or hazard, in any of the vehicles that will be auctioned. The Bidder and/or Buyer's attention is drawn specifically to the role played by Weelee as a marketer of the vehicles. Weelee will thus not accept any liability for any losses which may arise from such failure.
- 9.5 Weelee does NOT warrant that:
- 9.5.1 the reading on the odometer is correct;
 - 9.5.2 the vehicle has never been involved in a motor vehicle accident;
 - 9.5.3 in the event that the vehicle was involved in a motor vehicle accident, that the vehicle has been repaired according to the manufacturer's specifications;
 - 9.5.4 the vehicle purchased by the Buyer will be fit for the purpose which it was intended to be purchased for;
 - 9.5.5 it has tested the vehicle to determine whether it is roadworthy; and
 - 9.5.6 it has verified the vehicle code, starter status of the vehicle, year model of the vehicle, vehicle description and VIN number of the vehicle.

10. Risk and ownership of the vehicle

- 10.1 Risk in and to the vehicle will pass to the Buyer upon the fall of the hammer.
- 10.2 Despite the passing of risk upon the fall of the hammer, ownership will vest with Weelee until the purchase price has been paid to Weelee's nominated bank account and the payment reflects in Weelee's nominated bank account.

11. Bidding on behalf of a natural person or juristic entity

- 11.1 Any natural person who purchases a vehicle on behalf of another must furnish Weelee with a signed power of attorney, prior to the commencement of the auction. Failing which he/she will be held personally liable for the vehicle. The natural person who bids for and on behalf of the Buyer or the natural person and who signs any document on behalf of the Buyer which results in an accepted and/or successful bid hereby agrees to bind himself/herself personally as co-principal debtor with the Buyer for payment of the purchase price and all other costs, and personally guarantees that all the obligations of the Buyer under these Rules of Auction will be fulfilled.
- 11.2 A natural person who attends an auction on behalf of juristic entity must have in his/her possession at the commencement of the auction:

11.2.1 a certified resolution that authorises him/her to bid on behalf of that juristic entity;

11.2.2 a letter of authority on the letterhead of the juristic entity which letter of authority authorises him/her to bid on behalf of the juristic entity.

The natural person bidding on behalf of the juristic entity or who signs any document on behalf of the Buyer in terms of an accepted and/or successful bid hereby binds himself/herself personally as co-principal debtor with the Buyer for payment of the purchase price and all other costs and personally guarantees that all the obligations of the Buyer under these Rules of Auction will be fulfilled.

11.3 In the event that a Bidder allows either a natural person or juristic entity to bid and/or purchase utilising its Bidder number, the registered Bidder hereby binds himself/herself personally for the payment of the purchase price and all other costs, as co-principal debtor with the natural person and/or juristic entity which was allowed to utilise the Bidder number. In addition, the registered Bidder personally guarantees that all the obligations of the Buyer under these Rules of Auction will be fulfilled.

11.4 No bid by an unregistered Buyer will be accepted by the auctioneer and the Buyer will have no claim whatsoever in respect of any vehicle it may claim to have purchased.

11.5 The registered Bidder is liable for all actions taken on its account and agrees to exercise the requisite duty of care to protect its username and password.

12. Breach

12.1 The Buyer cannot cancel the sale of any vehicle once the bid has been accepted by Weelee or is considered successful by Weelee.

12.2 In the event that payment of the full purchase price together with all other costs of all vehicle not been paid by the Buyer within 48 hours of the date of auction, or the Buyer does not provide Weelee with the requisite documentation within 48 hours of the date of auction, the Buyer will be deemed to have breached these Rules of the Auction and be deemed to have defaulted on the sale of the vehicle. Upon a breach and/or default by the Buyer, Weelee is entitled to:

12.2.1 The immediate cancellation of the sale of the vehicle without notification to the Buyer. The Buyer shall have no claim on the vehicle; and/or

12.2.2 retain the deposit paid by the bidder; and/or

12.2.3 blacklist the Buyer and such Buyer may be refused access to participate in any further auctions conducted by Weelee; and/or

- 12.2.4 claim interest from the Buyer at the prime interest rate calculated from the date of purchase to date of payment; and/or
- 12.2.5 re-auction the vehicle at the risk of the defaulting Buyer who will be liable for all costs in connection with the re-auctioning of the vehicle and for any losses or damages suffered. The Buyer will not be entitled to any profit that may arise from the re-auctioning of the vehicle; and/or
- 12.2.6 institute legal proceedings for the payment of any amount owing by the Buyer in respect of the sale of the vehicle; and/or
- 12.2.7 claim specific performance and/or claim damages from the Buyer; and/or
- 12.2.8 recover any legal costs from the Buyer calculated at the Attorney and own Client scale as well as collection fees and tracing fees; and/or
- 12.2.9 hold a pledge over the vehicle belonging to the Buyer as security for the due fulfilment of any obligation to Weelee.

13. Jurisdiction and law

The auctions are governed by and constructed in accordance with the laws of the Republic of South Africa and the Bidder and/or Buyer, including foreign Bidders and/or foreign Buyer's consent to the jurisdiction of the South African courts.

14. Certificate of indebtedness

A certificate issued by a manager of Weelee, whose appointment and authority need not be proved, will constitute prima facie proof of the amount owing by the Buyer to Weelee.

15. Personal information

By participating in and/or registering for the auction and/or providing personal information to Weelee, the Bidder agrees and acknowledges that Weelee may process the Bidder's personal information. The personal information which will be processed by Weelee includes but is not limited to, inter alia, the bidder's name, physical address, contact information, identity number, voice recording, video recordings and images.

16. General

- 16.1 No provision of the terms and conditions (including, without limitation, the provisions of this clause) may be amended, substituted or otherwise varied, and no provision may be

added to or incorporated in this agreement, except (in any such case) by an agreement in writing signed by a manager of Weelee and the bidder and/or buyer.

- 16.2 Any relaxation, indulgence or delay by either party in exercising, or any failure by either party to exercise, any right under the terms and conditions shall not be construed as a waiver of that right and shall not affect the ability of that party subsequently to exercise that right or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right (whether against that party or any other person).
- 16.3 Except where expressly provided to the contrary in the terms and conditions, these terms and conditions constitute the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of rules of auction.
- 16.4 If any clause or term of these Rules of Auction is invalid, unenforceable or illegal, then the remaining terms and provisions of these Rules of Auction will be deemed to be severable (removable) from it and will continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of these Rules of Auction.