



RULES, TERMS AND CONDITIONS FOR ONLINE AUCTION PLATFORM

The auction will be held under the control of Meerkat Online Auctions (Pty) Ltd, Registration no. 2020/041579/07, with registered address at 3 Palmiet Street, Potchefstroom, North West Province, 2520 (“**Meerkat**”).

1. INTRODUCTION

- 1.1 These terms and conditions will apply to all online bidding at auction sales;
- 1.2 The rules, terms and conditions comply with **Section 45(1) to (5), Section 65(2) and Regulations of the Consumer Protection Act 68 of 2008 (CPA), Section 43(a) and Section 44(1) of the Electronic Communication and Transactions Act 25 of 2002 (ECTA)**. The said **Section 45** states as follows:

“1.2.1 In this section, “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;

- 1.2.2 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;
- 1.2.3 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;
- 1.2.4 Notice must be given in advance that a sale by auction is subject to:
 - 1.2.4.1 a reserved or upset price; or
 - 1.2.4.2 a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any one person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.
- 1.2.5 Unless notice is given in advance that a sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer:
 - 1.2.5.1 the owner or auctioneer must not bid or employ any person to bid at the sale;
 - 1.2.5.2 the auctioneer must not knowingly accept any bid from a person contemplated in paragraph 1.2.5.1; and

- 1.2.5.3 The consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated.”
- 1.3 All bidders must comply with **Chapter 1 of the Financial Intelligence Act 38 of 2001**;
- 1.4 Meerkat is hereby appointed to act on behalf of the parties as agent in accordance with **Section 54 of the Value-Added Tax Act 89 of 1991**, in respect of all tax invoices, credit and/or debit notes in respect of property, livestock, game, motor vehicles and/or goods offered at the auction;
- 1.5 Meerkat or the auctioneer may make any announcements at the commencement of and during the auction, which will be applicable and form part of these rules, terms and conditions;
- 1.6 These terms and conditions are for the utilizing and using the Meerkat Online Auctions Proprietary Limited’s applications and websites, as well as any subsidiaries or affiliates (herein after referred to as “**Meerkat Online Auctions**”).

By utilizing and using **Meerkat Online Auctions’** website and applications, the user must acquaint him-/herself with these terms and conditions before visiting and utilizing the website and applications.

Meerkat may add, amend, change, modify and remove any part or clauses in this terms and conditions and these amendments will be effective when the amendments are posted on the website and application. The utilizing of the website and application will confirm your acceptance of these amended terms.

Strict terms and conditions apply to protect the interests of all parties involved.

2. **INTERPRETATION**

- 2.1 clause headings are for convenience only and shall not form part of these rules, terms and conditions for interpretation purposes;
- 2.2 natural persons include legal persons and vice versa;
- 2.3 singular includes plural and vice versa;
- 2.4 the following expressions, shall have the following meanings:
 - 2.4.1 The “**Listing**” means a list or catalogue of products being sold;
 - 2.4.2 The “**Lot**” means a batch of items, similar or not, sold as one batch;
 - 2.4.3 The company means “**Meerkat Online Auctions Proprietary Limited**”, a private company with registration number: 2020/041579/07 incorporated in terms of the **Companies Act, Act 71 of 2008** (as amended) or such other name as may be determined and approved by the registrar of companies from time to time;
 - 2.4.4 The “**Auction House**” means the Auction House selling its client’s products on the **Meerkat Online’s** website or application;

- 2.4.5 The “**Purchaser**” means the person purchasing or bidding on the website or application;
- 2.4.6 The “**Products**” means the product to be sold or purchased on the website or application of ***Meerkat Online Auctions***.
- 2.4.7 An “**Auction**” means the process of buying and selling the product by offering them up for bidding, taking bids and then selling the item or lot to the highest bidder or buying the item from the lowest bidder;
- 2.4.8 The “**Reserve Price**” means the minimum price that the Auction House or Seller is willing to accept at auction for an item or lot;
- 2.4.9 The “**Website and Application (app)**” means the website and applications administered by ***Meerkat Online Auctions Proprietary Limited***;
- 2.4.10 “**Selling**” means the selling of the products or lot and furthermore by means of:
- 2.4.10.1 “**Live Streaming**” means the selling of a product for a specific specified price on a live webcast;
- 2.4.10.2 “**Online Timed Auction**” means an online auction of products for a specified time period as set out in this terms and conditions and reflected from time to time on the website of ***Meerkat Online***;
- 2.4.10.3 “**Online live Auction**” means an online auction where products are sold live on the website or

application of **Meerkat Online** by means of a live auction;

2.4.11 “**Successful transaction**” means the highest bid of a bidder on auction and the subsequent acceptance of the bid or in terms of a traditional selling the successful offer by the purchaser;

2.4.12 “**Products not sold on auction**” means any product that is sold by means of traditional selling;

2.4.13 “**Price**” means the price for which the product or lot is sold;

2.4.14 “**Other professional services**” means other services provided by **Meerkat** such as provision of insurance services, transport of product, assistance with obtaining of permits and certificates and any other related services and the subsequent fee for these services;

2.4.15 “**Auction Agreement**” means the agreement between the Seller or the Auction House and Meerkat of which this terms and conditions form part of.

3. **BIDDER AND USER REGISTRATION**

3.1 A prospective user of the website and bidder on the auction, must register as such and will be binded by these rules, terms and conditions upon registration;

3.2 The online auction services is only available to legal and natural persons who can enter into legally binding contract under the laws of South Africa.

Without derogating from the generality thereof, the auction services are not available to minors;

- 3.3 The prospective user or bidder will apply to the representatives of **Meerkat** to be approved as a user or bidder on the website on application. The prospective user or bidder must be over 18 and not sequestrated or under curatorship;
- 3.4 The prospective user or bidder will be notified if their application was successful and the process of accepting and denying applications is at the sole discretion of **Meerkat**;
- 3.5 The prospective user or bidder will provide all relevant information on request to **Meerkat**;
- 3.6 All information provided by the prospective user or bidder must be true and correct and authentication of this information may be requested by **Meerkat**;
- 3.7 Upon acceptance as a registered user or bidder, the user or bidder will accept total responsibility for all transactions on the website and applications;
- 3.8 The user or bidder will take responsibility to ensure the safeguarding of its password and will notify **Meerkat** immediately should his/her password be compromised;
- 3.9 **Meerkat** will routinely update, repair and maintain the website and applications and will ensure that the disruption of services is kept to the bear minimum;

- 3.10 The user or bidder ensure that his/her computer are free from viruses and malware to ensure the safety of **Meerkat 's** website and applications as well as the safe-guarding of other user's or bidder's information in terms of the **Protection of Personal Information Act (POPI Act)**;
- 3.11 **Meerkat** will keep to the regulations in terms of the **POPI Act** insofar possible, but will not be held liable for any damages the user or bidder and/or any third party may suffer as a result of any breach of information or intercepted communication due to hacking;
- 3.12 The user or bidder is not allowed to disobey the terms and conditions or usage on the website and applications, and if any contravention is made by the user or bidder, the agreement will automatically be cancelled without prior notice;
- 3.13 **Meerkat** does not represent the owner of any products sold on its website or applications;
- 3.14 **Meerkat** cannot confirm ownership of any product sold on its website or application and will not be held responsible and/or liable for any products to a Purchaser;
- 3.15 **Meerkat** cannot be held responsible for non-delivery of any products to a Purchaser;
- 3.16 **Meerkat** cannot be held responsible for any misrepresentation by a Seller, the Auctions House, the Auction House's client and/or Purchaser about any information provided by the Seller, Auction House or the client of the Auction House, including personal information, financial status or credit scores and is furthermore bound by the **POPI Act** not to divulge any information without the necessary consent from the relevant party;

- 3.17 **Meerkat** will not act as arbitrator in any dispute between the Seller and/or Auction House and Purchaser, including any terms and conditions of this agreement;
- 3.18 **Meerkat** have the right to place marketing material from any person and/or institution on it's website and/or application without the user's, auction house or bidder's consent and without paying any fee to the user or bidder. **Meerkat** will not be liable for any loss or damage arising from utilizing the products or services from these persons or institutions;
- 3.19 The user or bidder must pay **Meerkat's** fees on request;
- 3.20 The user or bidder must register for every auction and that specific Seller or auction house has the right to revoke their ability to auction;
- 3.21 Every auction house has their own terms and conditions therefor there are different tariffs and conditions for every auction house;
- 3.22 Intellectual property rights - All programs, software and content, functionality and documentation may not be copied. **Meerkat** is the sole owner thereof and no person or entity may use it without written permission given by **Meerkat**;
- 3.23 By registering online as a bidder or user, the bidder or user consents to the collection and use of personal information by the Auctioneer for the purposes of creating the registration, and participation in the online auction;
- 3.24 In the event that the Auctioneer consents to an agent registering on behalf of a principal, in that event such a person, together with his principal, must both register online prior to the auction and provide all

necessary information as required in Chapter 1 of the regulations in terms of **FICA 2001**, with regard to proof of the principal's identity;

- 3.25 Where the bidder or user is a company, the person completing the online registration, must be duly authorised by resolution of the company to register as a purchaser or user and shall upload a certified copy of the resolution. (For purposes of this provision any reference to a company will include any reference to a juristic person, including partnerships, trusts or incorporated entities);
- 3.26 The final auction catalogue, will be available online at least 24hrs before the commencement date and time, of the auction;
- 3.27 Bidder or users who wish to inspect the various lots which will be presented at the auction, may inspect such lots online, or at the seller's premises at a time and date specified on the website;
- 3.28 All livestock, game, goods and property, are sold "voetstoots" and the purchasers do not enjoy the protection of **Section 55 and 56 of the Consumer Protection Act**;
- 3.29 Any information provided regarding the quality, breeding, age, date of insemination, condition, reproductive status or any information regarding health, production, mass or any other aspect of the livestock and/or game, is provided by the seller and any misrepresentation by the seller is without the cooperation or knowledge of **Meerkat** or the Auctioneer. Any right of recourse as a result of such misrepresentation shall only be against the seller.
- 3.30 **Privacy Policy:**

Users of the online platform may instruct data deletion of their account as follows:

Email: roan@meerkatonline.co.za specifying your username for deletion.

4. SELLER OR AUCTION HOUSE AS USER

- 4.1 The User will choose its own Username and Password and is responsible to safe-guard their information;
- 4.2 After registration as User, the Seller / Auction House will be able to list products on the website and/or application of **Meerkat**;
- 4.3 The User will be liable to choose how the products must be sold, either *via* Traditional Selling, Online Period Auction or by means of Online Auction;
- 4.4 The Seller or Auction House must ensure that the correct information and/or services are indicated to ensure the correct purchase price is calculated, including delivery costs, insurance, etc.;
- 4.5 The Seller or Auction House must ensure that he/she/it/it's clients is the existing owner of such a product or lot at the date of auction and proof of ownership may be requested by **Meerkat**;
- 4.6 **Meerkat** will not be held responsible and/or liable for any incorrect information provided and subsequent incorrect purchase price submitted to the website and/or application. **Meerkat** is not responsible to verify and/or authenticate any information provided;

- 4.7 The Seller or Auction House must ensure that after purchasing of the product, and on condition that the purchase price included permits, insurance, capturing and transport, that the auction's conditions are adhered to as soon as possible after the auction, unless otherwise agreed between the Seller, Auction House and Purchaser. **Meerkat** will not be liable for any obtaining of permits, capturing of product, transfer of the product or the required insurance;
- 4.8 The Seller or Auction House must ensure that all permits and application certificates are uploaded onto the website and/or applications;
- 4.9 Batch products will be sold as one transaction;
- 4.10 The Seller or Auction House must abide by the auction rules, to ensure a fair auction and not to influence the listings. It is strictly forbidden to create incorrect descriptions or use unsuitable or offensive names or to provide personal information in the description of the product, to influence prospective purchasers;
- 4.11 The Seller or Auction House must ensure that all information of the product is accurate and no Intellectual Property Rights are infringed, and that no personal information is given to a Third Party, in terms of the regulations of the **POPI Act**;
- 4.12 The Seller or Auction House must confirm that he/she/it/it's client is the owner of the product being sold and **Meerkat** will not be held responsible for any fraudulent information provided by the Seller or Auction House, pertaining to ownership;
- 4.13 The Seller or Auction House must ensure that the correct information is provided at the time of bidding, including purchase price, insurance,

transport fees, reserve price, terms of delivery, taxes, duties, costs, VAT, customs, import and export duties, etc.;

- 4.14 The Seller or Auction House must pay **Meerkat's** fees on request;
- 4.15 No personalized bidding is allowed (including family and friends);
- 4.16 **Meerkat** will not be held responsible for any injuries directly or indirectly caused during the capturing or transfer of any product;
- 4.17 All products are sold voetstoots and **Meerkat** will not be held liable for any defects (latent or patent) that might exist, including any infected product;
- 4.18 **Meerkat** will not be responsible to handle enquiries after the auction was concluded, regarding the product, and/or the capturing and/or transport of the product;
- 4.19 Retracting of a bid will only be accepted in extenuating circumstances and as approved by **Meerkat**;
- 4.20 **Meerkat** accepts no responsibility or liability for any connection malfunction on the app during usage.

5. ONLINE LIVE AUCTION

- 5.1 Online interactive auctions time will be reflected on the website and/or application of **Meerkat** from time to time;
- 5.2 Users or bidders will have the opportunity to bid in real time and bidders

will have to be logged onto the website and/or applications of **Meerkat**, to do their bidding;

- 5.3 The product or lot will have to be uploaded onto the website by the Seller or Auction House on the day of the auction or prior to the Online Live Auction ,with or without a reserve price;
- 5.4 Users and bidders will have the opportunity to view the product and/or lot for a specific time period before the bidding will commence;
- 5.5 For a scheduled auction starting at a specific date, lots will be opened for 40 seconds and 40 seconds extended after each bid, this is 40 seconds until the next lot opens and so it continues for each lot, until the auction is closed;
- 5.6 The auction is not an absolute auction, but subject to reserved prices settled by the sellers and as pointed out by the Auctioneer, prior to the sale of the said item or lot;
- 5.7 Should the Auctioneer become aware of any oversight on advertising material or any other publication or amendment to these Rules of Auction, the Auctioneer will prior to the auction point out, and when necessary amend, such oversight in the advertisement or publication;
- 5.8 Any bid made, does not include VAT, and where applicable, will be added to the bidding price, for which a VAT invoice, will be issued;
- 5.9 During a sale for which the bidder has registered, the bidder can bid on a lot, by clicking on the bid button;

- 5.10 The current bid will be displayed on the bidder's or user's screen, during the sale;
- 5.11 Until the fall of the hammer, as contemplated in **section 45(3) of CPA**, any bid may be retracted or declined by the Auctioneer, if not compliant with the CPA, or the regulations issued, in terms thereof;
- 5.12 The bidder acknowledges that he/she is bidding at a live auction and agree that each bid entered (unless withdrawn before the fall of the hammer), is binding, even if submitted in error. The bidder accepts full responsibility for every bid submitted through his/her online bidding account;
- 5.13 Each lot is registered as a separate sale transaction;
- 5.14 The sale by auction is complete at the fall of the hammer, or any other practice through which the Auctioneer recognizes the highest bidder, as the purchaser;
- 5.15 In the event of the highest bid being tied, the earliest bid received, or recognised, wins;
- 5.16 The Auctioneer or **Meerkat** reserves the right, to reject a registration online, or may withdraw permission for the use of the online auction service, for whatsoever reason, before or during the sale;
- 5.17 In the case of a reserve price being set, with no bids below, the reserve price will be accepted, if the reserve price is not reached, the bidding will be unsuccessful;

- 5.18 The Purchaser who placed the highest bid, will be the successful bidder;
- 5.19 The Purchaser with the bid for the highest quantity, will be the successful bidder;
- 5.20 The Purchaser with the bid for the highest quantity and highest price, will be the successful bidder;
- 5.21 The Highest bid must be accepted by the Seller or Auction House of such a bid or lot;
- 5.22 The successful bidder will be notified by **Meerkat** of the bid and the Seller or Auction House must accept or refuse the bid within a prescribed time set. **Meerkat** will notify the successful purchaser that his/her bid was accepted or refused;
- 5.23 On online live auctions the total price is the kilogram price, multiplied by the weight of the livestock. It only reflects bids on animals, in price per kilogram;
- 5.24 The Seller or Auction House and Purchaser will be responsible to conclude the transaction, as **Meerkat** is only responsible to provide an auction platform.;
- 5.25 The User or bidder will be able to sell or purchase products or lots during a specified time period, as set out in the terms and conditions, as reflected from time to time on the website of **Meerkat**;
- 5.26 Users and bidders will view the products and bid within the specific time period;

5.27 The Seller or Auction House can follow the highest bid and the Seller or the Auction House, will then be able to accept or deny the bid, upon acceptance of the bid, the auction will be concluded.

6. FEES AND PAYMENT

6.1 **Meerkat's** commission will be invoiced to the specific auction house or seller, immediately after an auction is completed, and the agreed commission, must be paid to **Meerkat**, within 7 days;

6.2 All sales are for cash and purchase prices are payable by electronic funds transfer (EFT), immediately to the Auctioneer on acceptance of the bid, unless the purchaser has an approved credit facility with the Auctioneer. Any payment made in cash is further subject to cash administration or any other handling fees. Should the Purchaser however fail to make payment within 7 days, from date of delivery, **Meerkat** will be entitled to add interest, calculated at the current Absa Bank prime rate, plus 5% added, to the capital amount outstanding. The interest will be calculated monthly and capitalised;

6.3 Users or bidders will be able to browse and search the website and application, without paying a fee;

6.4 With a live stream auction, setup for a specific breeder, the cost for that day/auction must be paid to the auction house and it is the auction house's responsibility, to pay **Meerkat**;

6.5 Should the purchaser not pay the purchase price immediately and fails to make arrangements for payment with the Auctioneer, the Auctioneer can/will cancel the sale and treat the assets or lots as unsold lots which

may again be presented on the auction for sale or be sold out of hand, by means of liaison services, depending on the seller's mandate to the auctioneer;

- 6.6 **Meerkat** will invoice the Seller or Auction house after the auction is concluded, as per the percentage of the turnover, that was agreed upon prior to the auction, which is payable to **Meerkat**, and if not paid, interest will be added to that amount;
- 6.7 Should the Seller or Auction House's client, fail to deliver the product on time, the sale will be cancelled, and the deposit will be paid back to the Purchaser, and the Seller or Auction House will still be responsible to pay the full commission on the successful purchase price;
- 6.8 If the Purchaser cancels the sale, for any reason, the Seller or Auction House may accept cancellation. The Purchaser will then forfeit his deposit and the deposit less commission on the initial purchase price, will be paid over to the Seller or Auction House;
- 6.9 Commission of 0,75%, or another commission, as agreed upon in writing. The said agreement must be signed before the auction, failing which the commission will remain at 0,75%;
- 6.10 If a lot was sold after the reserve price was not met, it must be updated on the app, showing it is sold and the commission, is then still payable to **Meerkat**;
- 6.11 A minimum amount of R 5 000.00, for an online live auction and a timed auction, is payable to **Meerkat** for loading the auction on it's platform, and a minimum of R 10 000.00 is payable to **Meerkat** for a livestream

auction, when **Meerkat** is responsible for the setup of the cameras, audio and streaming the live auction;

6.12 In the event that the Purchaser has made the necessary finance arrangements with **Meerkat**, the Purchaser then hereby authorises **Meerkat**, irrevocably to pay the purchase price or costs of transport, insurance, or any other agreed cost, minus **Meerkat's** commission, on behalf of the Purchaser, to the Seller and other service providers, in which event the said payment by **Meerkat**, on behalf of the Purchaser, will be deemed to be monies lent and advanced, the terms and conditions whereof will be agreed with the Purchaser, in a separate credit agreement, or sale agreement. All payments made by **Meerkat**, to the Seller on behalf of the Purchaser, in terms of this clause, will be made after the lapse of 5 (five) working days, from date of delivery of the assets, to the Purchaser. All payments made by **Meerkat**, to the Seller, prior to the lapse of 5 (five) working days, are made at the sole discretion of **Meerkat**;

7. REMOVING USERS AND/OR BIDDERS

7.1 **Meerkat** may remove any products from it's website, or applications, for any reason whatsoever and without prior notice to the User or Bidder;

7.2 **Meerkat** may decide to issue a written warning, to the user or Bidder, should he/she be in contravention, of any terms and conditions hereof or otherwise;

7.3 **Meerkat** is entitled to charge a penalty fee, for each contravention (per listing), to ensure compliance, by the User and Bidder;

- 7.4 **Meerkat** may in its sole discretion, remove the User or Bidder, from the platform, should the User or Bidder, still be in contravention of any rules, terms and conditions;
- 7.5 **Meerkat** will not be liable, to re-reimburse the User or Bidder, for any transaction fees, or costs incurred, upon removal of the products from the website and/or application;
- 7.6 **Meerkat** may remove any user or bidder, due to unpaid fees, without prior notice.

8. **DELAY IN LIVE STREAM**

- 8.1 A delay in the livestream, due to connections or technical reasons, may occur after a sale. **Meerkat** accepts no responsibility for the loss of income/purchases, or damages caused whatsoever, by the delay;
- 8.2 **Meerkat** takes no responsibility, for any loss of connection or bidding while using the app.

9. **OWNERSHIP AND RISK**

- 9.1 Ownership of a lot or asset, will remain vested in the seller, until the purchase price, has been paid in full, to the seller;
- 9.2 Risk in the lot or assets, passes to the purchaser (the highest bidder), at the time, the Auctioneer, notifies the purchaser, of the acceptance of his/her bid, **with the exception that if the items auctioned are game, the risk of profit and loss remains with the Seller, until date of**

delivery of the game to the Purchaser in good order and condition, within 60 (SIXTY) days from date of acceptance of the bid, on condition that full payment of the purchase price has been duly made by the Purchaser, in terms hereof;

- 9.3 For as long as any amount is owing to **Meerkat** by the Purchaser, the Purchaser may not, alienate any of the goods/property. The Purchaser may not cede the goods or any rights and obligations, in term of this agreement, to a third party or otherwise encumber, sell or dispose of the said goods, or allow it to become the subject of retention, hypothec, pledge or any other encumbrance. **Meerkat** will be entitled, to cede its rights and obligations herein or otherwise, without the permission of the purchaser, without affecting its rights of recourse, for any monies still due to it;
- 9.4 In the event of the Seller already being indebted to **Meerkat**, or any of its affiliates, at the time of the auction, the Seller hereby irrevocably authorises **Meerkat** to set off the purchase price, against the debt, (minus commission);
- 9.5 When **Meerkat**, lends and advances any money to the Purchaser, in terms of a credit agreement, for payment of the purchase price, or any assets or payment of any transport costs, or insurance premiums, no defence of whatsoever nature, which the Purchaser, may raise against the Seller, or the transport contractor, or the insurance company, may be raised against **Meerkat** and the Purchaser shall, still be obligated to pay all amounts owing, together with further interest and costs thereon, raised in terms of the credit agreement or sale agreement, to **Meerkat**, without prejudice to any other rights or remedies, that **Meerkat** may have against the Seller, transport contractor, or insurance company;

- 9.6 Neither the Purchaser, nor the Seller, shall be entitled to apply for set-off, or to retain any monies, arising from any claim that they may have against each other, against **Meerkat**;
- 9.7 Upon notification of acceptance of the purchasers' bid by the auctioneer, the risk will pass to the purchaser, who will at his/her/it's own risk and costs, remove the lot or asset, from the sellers' premises, or auction terrain, within five working days;
- 9.8 No removal of any assets or lots, will be allowed by the Auctioneer, until payment of the purchase price, or acceptable arrangements for payment thereof, have been made, by the purchaser, with the Auctioneer;
- 9.9 **Meerkat** does not accept liability for any loss or damage, to goods/property or livestock, as a result of the purchasers failure, to make adequate and timeous arrangements, for the removal of the livestock and goods, or occupation of property;
- 9.10 **Meerkat** will under no circumstances, be held liable for any loss or damages, of any cause or nature whatsoever, albeit direct or indirect damages, suffered by anyone in the event that livestock and/or game on the auction premises, have to be placed under quarantine, as a result of the presence of livestock and/or game, with any disease. In such event **Meerkat** will have the right, to cancel the auction as well as any already completed sales, and no party will have any right of recourse, against **Meerkat**;
- 9.11 Any party requiring permits, removal certificates, documentation or identification, or any other statutory prescribed document, will be solely responsible, for obtaining same. Any instructions to an auctioneer, with regards to the loading, transporting, choice of transport, or insurance, will

be executed at the sole risk of the person acquiring such services, and the Auctioneer will not be held responsible for any losses, whether direct or indirect, which may be suffered as a result of giving affect to the instructions, by the Auctioneer.

- 9.12 Any agreement entered into by the Auctioneer, with a transport company or insurer, is done in its representative capacity of the seller, or purchaser. All transport costs or insurance premiums, are therefore payable to the Auctioneer, in cash, unless acceptable alternative prior arrangements, were made, with the Auctioneer.

10. DISCLAIMER

- 10.1 Notwithstanding **section 43 of ECTA**, under no circumstances, **Meerkat**, its affiliates or subsidiaries, or any shareholders of **Meerkat**, and its subsidiaries, officers, directors, employees or agents, will be liable for any loss or damage, caused by:

10.1.1 The bidder's reliance on information obtained through either the content, of the website or the services; or

10.1.2 by being exposed to information, contained on the site; or

10.1.3 the defamatory, offensive or illegal conduct, of other users or third parties; or

10.1.4 the use or inability to use the website or the services, or content, provided on or through the website; or

- 10.1.5 any disruption in the internet connection, resulting in the bidder being disconnected from the online auction, for whatsoever reason; or
- 10.1.6 the failure to record a bid, as a result of being disconnected or the online platform, going offline, during the auction process.
- 10.2 Neither **Meerkat** nor any third party provider, nor their respective agents, shall be liable for any direct, indirect, incidental or consequential damages, arising out of the use, or inability to use, or access the online auction site;
- 10.3 **Meerkat** makes no representations or warranties, implied or otherwise, that the auction service, will be uninterrupted and 100% error free. It is every users sole responsibility to ensure that the online auction site, and services provided, by **Meerkat**, through it's website, will meet with the user's individual requirements and that it will be compatible, with the user's hardware and software.

11. **BREACH**

- 11.1 Should any party:
 - 11.1.1 breach any of the terms and conditions of this agreement;
or
 - 11.1.2 fail to effect payment on due date, of any amount payable in terms hereof; or

11.1.3 fail to perform any obligation, imposed in terms of this agreement, and such failure or breach, is not be remedied within 14 (fourteen) days from delivery, of a notice, specifying the failure or breach and requesting compliance, the aggrieved party shall be entitled, without prejudice to any other rights which it may have, in terms hereof or otherwise, to -

11.1.3.1 cancel this agreement; or

11.1.3.2 claim specific performance of all the obligations, set out herein;

11.2 Notwithstanding the preceding provisions of clause 11 the remedy of cancellation, shall only be available in the event of a breach of a material term of this agreement.

12. DOMICILIUM AND NOTICES

12.1 The Parties choose their *domicilia citandi et executandi* for all purposes in terms of this agreement, the addresses specified in their initial registration. It is the responsibility of the User to update any details on the Website or application of **Meerkat**;

12.2 Any notice or communication in terms of agreement, shall be valid in writing;

12.3 Any notice to a party:

- 12.3.1 sent by prepaid registered post to its *domicilium citandi et executandi*, shall be deemed to have been received, 5 (FIVE) days after the posting thereof;
- 12.3.2 delivered by hand, to a responsible person, during ordinary business hours, at its *domicilium citandi et executandi*, shall be deemed to have been received;
- 12.3.3 delivered by email to the party, will be deemed to have been received at the time and date, reflected in the sender's outbox, noted as delivered;

13. **GENERAL TERMS AND CONDITIONS**

- 13.1 The Auctioneer will only be obliged to give reasons for the auction, if such reasons are other than the voluntary sale of goods by the Sellers;
- 13.2 The bidders' roll and vendor roll, will be available for inspection by registered purchasers with written notice and good reason, during the normal office hours, at the business premises of the Auctioneer;
- 13.3 Both the seller and the purchaser, consent to the jurisdiction of the Magistrate's Court, as contemplated in **Section 45 of Act 32 of 1944**, for any cause of action that may originate from this agreement and/or the auction. Notwithstanding the aforesaid, the Auctioneer, will have the sole and absolute discretion to institute action in any High Court, with appropriate jurisdiction;
- 13.4 Any legal costs that **Meerkat** may incur as a result of non-compliance of the Purchaser and/or Seller, in terms of its or their obligations herein,

shall be recoverable by **Meerkat**, together with collection commission, on a scale as between attorney and own client;

13.5 No variation, amendment, novation or addition to these terms and conditions will be effective and binding between the parties, unless it is reduced to writing and signed by all parties;

13.6 No relaxation or indulgence offered by the Auctioneer, shall be interpreted as a waiver of any of the Auctioneer's rights, in terms hereof. Such relaxation or indulgence, shall also no be interpreted, as a novation of any part hereof;

**DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____
_____ 2021 IN THE PRESENCE OF THE UNDERSIGNED
WITNESSES.**

AS WITNESSES:

1. _____
_____ **ON BEHALF OF MEERKAT**

2. _____

**DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____
_____ 2021 IN THE PRESENCE OF THE UNDERSIGNED
WITNESSES.**

AS WITNESSES:

1. _____
_____ ON BEHALF OF AUCTION HOUSE

2. _____

DONE AND SIGNED AT _____ ON THIS _____ DAY OF _
_____ 2021 IN THE PRESENCE OF THE UNDERSIGNED
WITNESSES.

AS WITNESSES:

1. _____
_____ SELLER

2. _____

DONE AND SIGNED AT _____ ON THIS _____ DAY OF _
_____ 2021 IN THE PRESENCE OF THE UNDERSIGNED
WITNESSES.

AS WITNESSES:

1. _____
_____ PURCHASER

2. _____