

RULES OF AUCTION

The vehicles sold by Weelee on auction are **all used** vehicles. The mileage, wear and tear, mechanical defects/faults, service history, and general condition of the vehicles on display are vehicle dependant. Weelee does not warrant or guarantee the condition of vehicles sold and does not bear any responsibility or liability for any repairs required, or road-worthy certificates pertaining to the vehicle purchased. Each customer is required to inspect the vehicle prior to purchase and is responsible for ensuring the vehicle is suitable for its intended purpose.

1. Definitions:

- 1.1. “**auctioneer**” – means Weelee (Pty) Ltd, acting through its authorised online auction platform and representatives, which conducts and administers the auction.
- 1.2. “**auction**” – sale by way of auction concluded by Weelee.
- 1.3. “**bidder**” – any person, whether natural or juristic, who has registered to purchase on an auction sale.
- 1.4. “**fall of the hammer**” – the moment at which the online auction closes, and the highest bid is accepted by the auctioneer through confirmation on the Weelee auction platform or any other electronic confirmation generated by the auction system, thereby concluding the sale.
- 1.5. “**lot(s)**” – any group of goods sold or offered for sale as a unit and identified as such.
- 1.6. “**parties**” – Weelee and the bidder and/or purchaser as the context may require.
- 1.7. “**purchaser**” – the bidder who is the highest bidder for the good or lots offered on auction at the fall of the hammer.
- 1.8. “**Rules of Auction**” – includes these general rules of auction, together with any specific auction terms published on the Weelee online auction platform, applicable lot or vehicle listing, or announced electronically by the auctioneer prior to or during the auction, as well as those applicable in terms of the Consumer Protection Act 68 of 2008.
- 1.9. “**vehicle(s)**” – motor vehicle(s) auctioned by the auctioneer.
- 1.10. “**vendor’s roll**” – the document in terms of which the details of auctions are recorded as required by the Regulations of the Consumer Protection Act 68 of 2008.

2. Admission and Registration to Bid:

- 2.1. The right of admission to any auction conducted by Weelee is reserved. Weelee shall have the right to refuse to register any natural or juristic person at its sole discretion.
- 2.2. Weelee shall have the right to request additional information and documentation from a prospective bidder to assist it in any decision as to whether permit access to its auction services.
- 2.3. All persons, including prospective bidders and successful buyers, who enter an auction do so at their own risk.
- 2.4. The auction will start on the date and time as published. An auction will not be delayed by Weelee to allow any specific person(s) (natural or juristic) to take part in the auction.
- 2.5. All prospective purchasers must register an online profile and pay the relevant registration fees before the start of the auction to partake in the auction. To successfully register an online profile, a prospective purchaser must

supply the relevant FICA documentation as set out in clause 9 below. By completing the registration process, the purchaser is ensuring that that they are placed on the bidders record which is kept by the auctioneer.

- 2.6. To complete the registration process, the prospective bidder will be required to pay a deposit of R 3 000.00 including VAT. Once a bid placed by a purchaser has been accepted, the deposit becomes non-refundable.
 - 2.6.1. All deposits must be made by way of EFT to Weelee, or by way of Electronic Payment on the Weelee Website Portal.
 - 2.6.2. Deposits will only be refunded by Weelee to a bidder if they did not successfully purchase a vehicle on auction according to the vendor roll. Deposits will be refunded by way of EFT only into the same bank or credit card where the original transaction originated from. All refunds will be made within 14 days of an unsuccessful bid by a bidder.
- 2.7. Weelee reserves the right to terminate any registration if:
 - 2.7.1. The prospective bidder or purchaser fails to timeously comply with any obligation imposed either by legislation or Weelee, in terms of these rules of auction or as otherwise stipulated; and/or
 - 2.7.2. Weelee has reason to believe that the purchaser has engaged in any unlawful activity or misrepresented anything while making use of the auction services.
- 2.8. Profile login details must never be shared. In the event of profile login details being shared with another party the profile owner (registered bidder) will be liable for all purchases made on the profile.
- 2.9. Only registered bidders whose profiles have been approved on the Weelee auction platform may place bids. Any bid placed through a registered bidder's profile shall be deemed to have been placed by that registered bidder and shall be binding on such bidder. No person who is not the registered profile holder shall have any claim against Weelee in respect of a vehicle purchased through another bidder's profile.

3. Warranties and Obligations of Parties

- 3.1. All vehicles sold by way of auction are subject to a reserve price, unless otherwise expressly stated by the auctioneer prior to the commencement of the auction.
- 3.2. Each vehicle on auction is the subject of a separate transaction.
- 3.3. Weelee may place bids on a vehicle for the purposes of protecting a reserve price, provided that such bidding is conducted in compliance with the applicable provisions of the Consumer Protection Act and its Regulations governing auctions.
- 3.4. Prospective bidders can inspect the vehicles in a lot prior to commencement of the auction either online or at Weelee's premises during normal working hours.
- 3.5. A prospective bidder may have an expert inspect a vehicle at their own expense prior to commencement of the auction.
- 3.6. **By registering to bid at an auction, the prospective bidder acknowledges the following regarding the vehicles for sale and Weelee's obligations regarding the vehicles:**
 - 3.6.1. **The vehicles being auctioned are used vehicles, not new vehicles. As the vehicles are used, they may have mechanical or other defects which would not be expected in a new vehicle;**
 - 3.6.2. **The vehicles are sold "voetstoots" / "as is" without any warranty whatsoever;**
 - 3.6.3. **A purchaser has no claim of any nature against Weelee for any defects in the vehicle, whether latent or patent, at the fall of the hammer;**

- 3.6.4. **Weelee has no obligation to determine if the vehicle is roadworthy and does not warrant that the vehicle is roadworthy, this is the sole responsibility of the purchaser;**
- 3.6.5. **Weelee has no obligation to register the vehicle in the name of the purchaser, this is the sole responsibility of the purchaser;**
- 3.6.6. **The odometer readings as displayed may be incorrect. Weelee does not warrant the readings accuracy or accept any liability for any incorrect readings. Weelee is not responsible for, nor can it be reasonably expected to, check if the odometer readings have been manipulated in anyway;**
- 3.6.7. **The service records of the vehicle may be incomplete. Weelee has not verified these records, nor does it bear any responsibility to do so;**
- 3.6.8. **Weelee does not warrant that the vehicles have not been damaged, in a collision or otherwise;**
- 3.6.9. **If a vehicle has been damaged in anyway and subsequently repaired, whether apparent or not, Weelee does not warrant that such repairs were completed in accordance with the vehicle manufacturer's standard and specifications; and**
- 3.6.10. **Weelee does not warrant that any vehicle purchased on auction will be useable and durable for a reasonable period.**
- 3.7. **By entering a bid, the purchaser confirms that they were given the opportunity to inspect the vehicle and have satisfied themselves with the condition of the vehicle, which condition includes any latent and patent defects, for which they are bidding.**
- 3.8. Weelee is not a manufacturer of vehicles, but a retailer of second-hand vehicles to customers. It cannot be reasonably expected by a purchaser that Weelee has discovered and/or is aware of, any and all unsafe characteristics, failures, or defects in the vehicles it markets and sells. Therefore, Weelee does not accept any liability in respect of any failure/defect/unsafe characteristic in the vehicle, or any consequential losses or damages sustained as a result of such failure/defect/unsafe characteristic.
- 3.9. Weelee endeavours to provide accurate vehicle descriptions, however, Weelee does not accept any liability for any incorrect descriptions. This is due to the fact that the vehicles are used and the vehicle history may be incomplete or unknown to Weelee.
- 3.10. Items such as a spare wheel, tools, spare key, service book, and owner's manual, will only be delivered with the vehicle where such items were received by Weelee when it purchased the vehicle for on sale. Weelee does not bear any responsibility to buy, replace, or refund to purchasers for these items where they were not received by Weelee.
- 3.11. Any repairs to the vehicle, whether specified or not at the time of the auction, are for the account of the purchaser. Weelee bears no liability for the costs of repairs.
- 3.12. **All vehicles sold by Weelee are sold without any express or implied warranty, and Weelee does not warrant that:**
- 3.12.1. **The vehicle is free from any defects, mechanical or otherwise; and/or**
- 3.12.2. **The vehicle components meet the specifications of the manufacturer; and/or**
- 3.12.3. **The vehicle is in good working condition.**
- 3.13. An administration fee is charged on all transactions, and this cost is reflected on the invoice. The administration and documentation fee is R 2,400.00 including VAT.

4. Conduct of Auction

- 4.1. All auctions conducted by Weelee are part of Weelee's standard operations as a second-hand car sales dealer and the reason for sale is the normal and voluntary disposal of the vehicle by the owner.
- 4.2. Where any sale by way of auction requires consent of any statutory authority or any court of law, the auction will be subject to the granting of such consent.
- 4.3. The auction will be conducted by the auctioneer in terms of their direct and exclusive control. The auctioneer reserves the right in their sole discretion to:
 - 4.3.1. Refuse any bid;
 - 4.3.2. To regulate the bidding; and
 - 4.3.3. Indicate the highest bidder.
- 4.4. Should the auctioneer suspect that the bidder has not:
 - 4.4.1. Made a *bona fide* bid; or
 - 4.4.2. Cannot pay the purchase price; or
 - 4.4.3. Made suitable and satisfactory arrangements for payment of the full purchase price;Then the auctioneer may refuse to accept the bid, alternatively, may provisionally accept it pending the satisfactory proof that the purchase price can be paid in full. Where the auctioneer refuses a bid in terms of this clause, the vehicle(s) which were the subject of the refused bid may immediately be re-auctioned.
- 4.5. Weelee will not be liable for any interruption of bidding caused by internet connectivity issues experienced by the bidder. However, where the interruption results from a system failure of the Weelee auction platform, Weelee reserves the right to suspend, extend, or restart the auction.
- 4.6. A vehicle may be withdrawn from an auction lot at any time before the auction starts.
- 4.7. A purchaser may make an offer on a vehicle in a lot prior to the auction. In this event:
 - 4.7.1. the offer may be accepted by the auctioneer, and if accepted the vehicle will be withdrawn from the auction lot; alternatively,
 - 4.7.2. if the offer is not accepted, the offer will instead be placed as a bid on auction.
- 4.8. No bid placed by a prospective purchaser may be withdrawn after the bid has been placed unless Weelee provides written consent for the withdrawal.
- 4.9. Subject to any reserve price imposed on a vehicle, the purchaser of a vehicle at any auction will be the highest bidder indicated by the auctioneer at the fall of the hammer or by such other means as determined by the auctioneer.
- 4.10. In the event that no bid placed equals or exceeds the reserve price stipulated, the vehicle may be withdrawn from the auction.
- 4.11. Where a vehicle is withdrawn from an auction lot, either prior to the auction starting as per clause 4.6 or due to the reserve price not being met as per clause 4.10, Weelee and the auctioneer bear no liability for such withdrawals and any loss or damages suffered as a result.
- 4.12. The purchase price of a vehicle sold on auction is not the bid amount, but is made up as follows:
 - 4.12.1. The final bid amount (inclusive of VAT); plus
 - 4.12.2. Additional fees levied by Weelee, such as administration and documentation fees, are included which administration and documentation fee is R 2,400.00 including VAT (as previously set out herein).

- 4.13. All risk in the vehicle passes to the purchaser on fall of the hammer, however, ownership remains vested with Weelee until the purchase price has been paid in full and reflects in Weelee's bank account. The purchaser must ensure that the vehicle is insured from the moment risk passes.
- 4.14. The bidder's record and vendor's roll will be made available for inspection within a reasonable time after conclusion of the auction. These documents will be kept at the office of the auctioneer and may be inspected during normal working hours, free of charge.

5. Payment of Purchase Price

- 5.1. The purchase price as set out in clause 4.12 and reflected on the invoice provided to the purchaser, is payable by way of EFT only.
- 5.2. The full purchase price, less any deposit, must be paid to Weelee on date of sale, and will only be regarded as final and complete once the funds are reflecting in Weelee's bank account.
- 5.3. Invoices are made out to the purchaser in accordance with the details of their registered profile and no changes to the invoice will be permitted. It is the purchaser's duty to ensure their details are correct when registering to partake in an auction.
- 5.4. The purchaser may not withhold payment, or setoff, or deduct any amount from the purchase price as the result of any possible dispute and resultant pending claim against Weelee, for any reasons whatsoever.
- 5.5. Should the purchaser default and refuse and/or neglect and/or fail to pay the purchase price in full within 2 business days of the date of auction, then Weelee will be entitled to take any one, or a combination of, the following remedies as appropriate, and without limiting or waiving any other rights which Weelee may have in law:
 - 5.5.1. Retain and use the registration deposit as a forfeit fee;
 - 5.5.2. Charge interest at the prime interest rate, from the date of purchase to date of payment in full;
 - 5.5.3. Immediately cancel the sale without notification to the purchaser and resell the vehicle on auction at the risk of the defaulting purchaser. The defaulting purchaser will be liable for all costs associated with the resale and any loss or damage suffered by Weelee. Should a profit be realised on resale, the defaulting purchaser will not be entitled to same;
 - 5.5.4. Institute legal proceedings in the applicable forum for payment of any amount owing;
 - 5.5.5. Claim specific performance;
 - 5.5.6. Claim damages from the purchaser; or
 - 5.5.7. Blacklist the purchaser and refuse such purchaser permission to participate in any future auctions conducted by Weelee.

6. Delivery of Vehicle

- 6.1. Vehicles will only be delivered and/or released to the purchaser upon payment of the full purchase price as per the tax invoice has been received and cleared by the accounts department.
- 6.2. Delivery of vehicles occurs at Weelee branches, during normal working hours.
- 6.3. Where the vehicle must be transported to another location for delivery, the costs are for the account of the purchaser and will be included on the invoice and form part of the final purchase price. As all risk passes to the

purchaser on the fall of the hammer, the purchaser bears the risks for transporting the vehicle and will be liable for any insurance costs regarding the transportation of the vehicle.

- 6.4. Where a purchaser fails to take delivery of a vehicle from Weelee within 5 business days of the date of auction, Weelee will be entitled to levy storage fees, removal fees, and any other relevant and associated expenses and costs with retaining the vehicle. It is specifically recorded that storage fees contemplated in this clause shall be charged at a rate of R 250.00 plus VAT per day or part thereof. All costs referred to in this clause will be payable on demand and must be settled in full before delivery and/or release of the vehicle to the purchaser will be permitted.
- 6.5. As all risk passes on fall of the hammer to the purchaser, vehicles which remain on Weelee's property from the time of purchase until time of delivery and/or release by the purchaser, will remain at the purchaser's own risk. Any damage, howsoever arising, will be for the account of the purchaser and Weelee bears no liability to the purchaser for any losses of whatsoever nature or howsoever arising.
- 6.6. Where a third party has been authorised to collect a vehicle from Weelee on behalf of the purchaser, such third party must provide Weelee with the following:
 - 6.6.1. An original signed letter of consent by the registered bidder stating the name, surname, and identity number of the person if a natural person, or the company details if a juristic person, authorised to collect the vehicle; and
 - 6.6.2. A certified copy of the registered bidder's ID or Traffic Register and Passport if the registered bidder is a foreigner, which certification is not older than 3 months.
- 6.7. The purchaser is required to confirm the vehicle details are correct as advertised prior to removal of the vehicle from Weelee's premises. These details include but are not limited to the vehicle code, year, model, description, VIN number, mileage, and state of the vehicle. Once removed from Weelee's premises, Weelee will in no way be liable for any discrepancies.
- 6.8. Where a third party collects the vehicle on behalf of a purchaser, it remains the onus of the purchaser to confirm the details of the vehicle as per clause 6.7, prior to the third party removing the vehicle from Weelee's premises.
- 6.9. The vehicle details can be validated against the vehicle registration documents. If the original documents are not present at Weelee's premises at the time of collection, a copy of the papers can be requested in order to validate the vehicle details.

7. Registration Papers and Licensing

- 7.1. Registration of ownership of vehicles is the purchaser's responsibility and must be carried out within 21 (twenty-one) days of purchase of the vehicle (i.e., from date of payment in full of the purchase price and other costs associated with the sale in accordance with clauses 5 and 6). Weelee is under no obligation to transfer ownership into the purchaser's name, and the purchaser understands that they will be liable for all fines and other costs incurred from date of auction of the vehicle, regardless of when ownership is registered.
- 7.2. Registration papers will be available upon collection of the vehicle, or within a reasonable period thereafter.
- 7.3. Registration papers will only be released to the purchaser, or to a third party where such third party presents the following:
 - 7.3.1. An original signed letter of consent by the purchaser stating the name, surname, and identity number of the person if a natural person, or the company details if a juristic person, authorised to collect the vehicle; and

- 7.3.2. A certified copy of the registered bidder's ID or Traffic Register and Passport if the purchaser is a foreigner, which certification is not older than 3 months.

8. General Terms and Conditions

- 8.1. By registering a profile and entering a bid, the prospective bidder and/or purchaser binds themselves to these rules of auction, as well as any special conditions or terms stated in an action catalogue, and hereby confirms that they have read, understood, and accept these rules of auction as being binding.
- 8.2. In the event of a dispute arising, the following process is to be followed by the bidder and/or purchaser:
- 8.2.1. The bidder and/or purchaser is to first try and resolve the dispute with Weelee directly. The bidder and/or purchaser must log their complaint with the Weelee Auction Department within 48 hours, alternatively, as soon as reasonably possible, after becoming aware of the issue giving rise to the dispute. The contact details for the Weelee Customer Case Department are listed in clause 8.2.5.
- 8.2.2. The bidder and/or purchaser will receive an acknowledgement of receipt and a reference number within 3 business days of logging their complaint with Weelee.
- 8.2.3. The Weelee Customer Care Department will undertake investigations of the complaint and provide the investigation outcome to the purchaser within 3 (three) business days from date of acknowledgment of receipt of the complaint.
- 8.2.4. Should the complaint remain unresolved between the bidder and/or purchaser and Weelee within 10 (ten) business days from date of acknowledgment of receipt of the complaint, it can then be referred to the relevant body with authority in terms of the Consumer Protection Act 68 of 2008.
- 8.2.5. Weelee Auction Department contact details:
Tel: 0861 933 533
Email: auction@weelee.co.za
Website: www.weelee.co.za
- 8.3. In the event of any legal proceedings being instituted by Weelee against the bidder and/or purchaser, the bidder and/or purchaser consents and acknowledges:
- 8.3.1. That Weelee may bring such action in any competent court with jurisdiction;
- 8.3.2. That the agreement between the parties will be governed in accordance with the laws of the Republic of South Africa; and
- 8.3.3. That the purchaser will be liable for payment of the costs of Weelee on an attorney and own client scale.
- 8.4. In the event of a dispute, a certificate issued by a manager of Weelee, whose appointment and authority need not be proven, will be *prima facie* proof of the amount due, owing, and payable by the bidder and/or purchaser.
- 8.5. The bidder and/or purchaser consents, by registering a profile, to Weelee processing its personal information, including but not limited to, their identity number, contact information, address, and images, and to Weelee storing the information on its databases, subject to its privacy policy.
- 8.6. Severability:
- 8.6.1. Each clause of these rules of auction is, notwithstanding the grammatical relationship between that clause and the other clauses of these rules, severable from the other clauses of this agreement.

- 8.6.2. Any clause of this agreement, which is or becomes invalid, unenforceable or unlawful shall be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining clauses of this agreement which shall remain of full force and effect.
- 8.6.3. The parties declare that it is their intention that these rules would be executed without such invalid, unenforceable or unlawful clause if they were aware of such invalidity, unenforceability or unlawfulness at the time of placing a bid.
- 8.7. No variation, cancellation, or waiver by either party of any of the rules will be of any force or effect, including this clause, unless reduced to writing and signed by both parties.
- 8.8. These rules constitute the entire agreement between the parties regarding the subject matter hereof and no representations, warranties, terms, or conditions outside of this agreement shall be binding on the parties.
- 8.9. Weelee and/or the auctioneer reserve the right to amend these Rules of Auction from time to time in writing, or by announcement at the auction. It is the duty of the purchaser to ensure they are familiar with the most recent version of the rules of auction.

9. Categories of Purchasers and Required Documentation

- 9.1. The documentation as set out below is required to be provided by bidders and/or purchasers to Weelee when registering a profile and registering to partake in an auction in order to ensure compliance with Financial Intelligence Centre Act No. 38 of 2001 ("FICA").
- 9.2. Natural Persons, who are South African citizens, must provide the following documents:
 - 9.2.1. Identity document; and
 - 9.2.2. Proof of residential address not older than 3 (three) months.
- 9.3. Natural Persons, who are **not** South African citizens, must provide the following documents:
 - 9.3.1. Valid passport;
 - 9.3.2. Traffic registration number certificate, alternatively a traffic register; and
 - 9.3.3. Proof of residential address not older than 3 (three) months.
- 9.4. Juristic Persons (i.e., Company, Close Corporation, Partnership, or Trust), must provide the following documents:
 - 9.4.1. If it is a Company or Close Corporation, the registration documents, if it is a Partnership, the partnership agreement, or if it is a Trust, the letter of authority;
 - 9.4.2. Identity document or valid passport for all directors/members/partners/trustees;
 - 9.4.3. Identity document or valid passport of the authorised representative of the Company/Close Corporation/Partnership/Trust;
 - 9.4.4. Confirmation of VAT number from SARS;
 - 9.4.5. Proof of physical business address not older than 3 (three) months;
 - 9.4.6. Business registration number certificate;
 - 9.4.7. Proxy details from the licence office; and
 - 9.4.8. Written confirmation of the juristic person's asset value and/or annual turnover as at the date of concluding the offer to purchase with Weelee.
- 9.5. Weelee will only accept original documents or certified copies of the documents required for entering into a sale and purchase agreement.
- 9.6. No sale and purchase agreement will be concluded until Weelee has:

- 9.6.1. Properly and sufficiently identified all parties to the transaction and they have been verified; and
- 9.6.2. The applicable requirements of the Financial Intelligence Centre Act 38 of 2011 ("FICA") have been complied with.