VOORWAARDES VAN VERKOOP TEN OPSIGTE VAN ROERENDE BATES

1. Geen verantwoordelikheid hoegenaamd word aanvaar deur PJ Badenhorst Afslaers (Edms) Bpk., hierna genoem Badenhorst Afslaers, vir enige bewerings wat verskyn in katalogusse, advertensies of wat mondeling deur ‘n Verkoper gemaak word nie. Die Verkoper of sy verteenwoordiger wat besonderhede verskaf, sal alleen verantwoordelik wees vir enige verkeerde inligting wat gegee mag word en die Koper sal in geval van enige geskil alleenlik sy eis teen die Verkoper kan instel.

2. Geen bona fide fout deur Badenhorst Afslaers gemaak by die verkoping sal bindend wees op Badenhorst Afslaers nie. Die Verkoper betaal die ooreengekome kommissie op die totale bedrag van sy verkope.

3. Elk en ieder lot word voetstoots verkoop (dit wil sê, onderworpe aan enige gebrek, verborge of andersins) en sal onmiddelik nadat die transaksie beklik is, beskou word as afgelewer aan die Koper en sal daarna vir die uitsluitlike risiko van die Koper wees wat op eie koste die lot van die plek van verkoping moet verwyder.

   3.1 Alle goedere word deur Badenhorst Afslaers namens die Verkoper aangebied en verkoop.
   3.2 Die Verkoper dra met die sluit van die transaksie al sy regte van verhaal teen die Koper aan Badenhorst Afslaers oor, asook enige ander soos genome hieronder.
   3.3 By wanbetaling van die koopprys deur die Koper, sal Badenhorst Afslaers geregtig wees om volgens eie oordeel:

      3.3.1 Die goedere in herbesit te neem en te herverkoop vir risiko van die wanpresterende Koper, wie alle koste in verband met die herverkoping en enige verlies wat gely mag word, sal dra, en nie geregtig sal wees op enige voordeel wat uit die herverkoping mag voortloei nie, of
      3.3.2 Regsaksie in sy eie naam in te stel vir die betaling van die bedrag verskuldig of vir die teruglewering van die goedere in welke geval die voorwaardes in 3.3.1 hierbo van toepassing sal wees.

   3.4 Wanneer kontant aangebied word as betaalmiddel vir aankope, kan die bank deposito- of wisselkoste te enige tyd bygevoeg word. Aangesien die terme van betaling kontant is, is die aanvaarding van tjeks onderworpe aan die voorwaardes dat hulle by aanbieding honoreer sal word en totdat betaling geskied, sal die eiendomsreg van alle lotte verkoop gevestig bly in die Verkoper en sal nie na die Koper oorgaan nie. Nieteenstaande die feit dat die eiendomsreg in die lot wat verkoop is gevestig bly in die Verkoper as gevolg van die nie-betaling van die Koopprys, sal rente teen 10,5% per jaar geëis word op die totale koopprys, vanaf datum van aankope tot datum van betaling, met dien verstande dat die koers in die diskresie van Badenhorst Afslaers verander kan word, sonder skriftelike kennisgewing.
   3.5 Die Koper sal nie geregtig wees om skuldvergelyking ten opsigte van enige bedrae wat die Verkoper aan hom verskuldig mag wees, toe te pas nie, en sal hy verplig wees om die totale koopprys van enige lot deur hom gekoop aan Badenhorst Afslaers te betaal.

4. Badenhorst Afslaers sal nie verantwoordelik wees vir enige skade veroorsaak aan enige lot terwyl dit onder hulle toesig of die van hulle werkers is nie.

5. Geen onderneming deur Badenhorst Afslaers of sy werkers om toesig te hou oor enige lot voor of na die verkoping of om dit na die plek van bestemming te stuur, sal beskou kan word as ‘n afdwingbare verpligting nie en sal sodanige onderneming geen van die bogemoende voorwaardes kanselleer of verander nie.

6. Enige persoon wat namens ‘n prinsipaal aankope doen, moet Badenhorst Afslaers daarvan in kennis stel by wyse van’n geskrewe volmag waarin toestemming aan hom gegee word om namens sodanige prisipaal op te tree, en by gebreke om daaraan te voldoen, sal die betrokke persoon verantwoordelik wees vir betaling van alle aankope deur hom gedoen.

7. Besonderhede soos op faktuur sal bindend wees op Koper sowel as Verkoper. Die Koper en Verkoper aanvaar hiermee dat die besonderhede van hierdie ooreenkoms op meer as een faktuur mag vookom.

8. Die Verkoper dra al sy regte wat hy besit ingevolge hierdie ooreenkoms oor aan Badenhorst Afslaers.

9. Hierdie voorwaardes is bindend op die Koper en die Verkoper selfs al word dit nie onderteken nie en word dit geag dat die partye mondelings hiertoe ooreenkom.

10. Die partye hiertoe stem toe tot die jurisdiksie van die Landdroshof vir enige geskil wat hieruit mag voorspruit.

CONDITIONS OF SALE IN RESPECT OF MOVABLE ASSETS

1. No responsibility whatsoever is accepted by PJ Badenhorst Auctioneers (Pty) Ltd., hereinafter referred to Badenhorst Auctioneers, for any allegations that appear in catalogs, advertisements or which are made orally by a Seller. The Seller or its representative providing details will be solely responsible for any incorrect information that may be given and the Buyer will, in the event of any dispute, only lodge his claim against the Seller.

2. No bona fide mistake made by Badenhorst Auctioneers at the sale will be binding on Badenhorst Auctioneers. The Seller pays the agreed Commission on the total amount of its sales.

3. Each and every lot is sold as is (i.e., subject to any defect, hidden or otherwise) and will immediately after the transaction be considered delivered to the Buyer and will thereafter be for the sole risk of the Buyer, who must at his own expense remove the lot from the place of sale.

   3.1 All goods are offered and sold by Badenhorst Auctioneers on behalf of the Seller.
   3.2 At the close of the transaction, the Seller transfers all of its rights of recovery against the Buyer to Badenhorst Auctioneers.
   3.3 On default of the purchase price by the Buyer, Badenhorst Auctioneers shall be entitled to, in their own judgment:

      3.3.1.1 to attach the goods at the risk of the defaulting Buyer, who incurs all costs in and related to the resale and any loss that may be suffered, and shall not be entitled to any benefit that may result from the resale, or
      3.3.1.2 to institute legal action in its own name for the payment of the amount due or for the return of the goods in which case the conditions in 3.3.1 above will apply.

   3.4 When cash are presented as payment for purchases, the pay deposit or exchange fees may at any time be added. Until payment is made, ownership of all lots sold will remain vested in the Seller and will not pass to the Buyer. Notwithstanding the fact that the ownership in the lot sold remains vested in the Seller due to the non-payment of the purchase price, interest will be claimed interest at 10.5% per annum on the total purchase price, from date of purchases to date of payment, provided that the rate may be changed at the discretion of Badenhorst Auctioneers, without written notice.

   3.5 The Buyer shall not be entitled to set off debt in respect of any amounts the Seller may be indebted to him and shall be obliged to pay the total purchase price of any lot purchased by him to Badenhorst Auctioneers.

4. Badenhorst Auctioneers shall not be liable for any damage caused to any lot while under their supervision or those of their employees.

5. No undertaking by Badenhorst Auctioneers or its employees to supervise any lot before or after the sale or arranging transport to the place of destination will be regarded as an enforceable obligation and such undertaking does not cancel or change any of the abovementioned conditions.

6. Any person transacting on behalf of a principal must inform Badenhorst Auctioneers by way of a written power of attorney authorizing him to act on behalf of such principal, and failing to comply, the person concerned will be responsible for payment of all purchases made by him.

7. Particulars as per invoice shall be binding on Buyer as well as Seller. The Buyer and the Seller hereby accept that the details of this agreement may be based on more than one invoice.

8. The Seller assigns all its rights under this agreement to Badenhorst Auctioneers.

9. These terms shall be binding upon the Buyer and the Seller even if it is not signed and deemed to be that the parties agree verbally.

10. The parties hereto consent to the jurisdiction of the Magistrate's Court for any dispute that may arise.