



082 323 3397
031 065 1037



www.isivunoauctionsafrika.co.za
info@isivunoauctioneers.co.za



6 Hamilton Cres, Clifton Park,
Gillitts, 3610

ISIVUNO AUCTIONS AFRIKA (PTY) LTD MASTER TERMS AND CONDITIONS OF AUCTION SALE

These Terms and Conditions ("T&Cs") govern all auctions conducted by **Isivuno Auctions Afrika (Pty) Ltd** ("the Auctioneer"). Registration, bidding, or participation in any auction constitutes **full, irrevocable acceptance** of these T&Cs.

This document operates in conjunction with the **Consumer Protection Act 68 of 2008**, the CPA Auction Regulations, and applicable South African commercial auction law.

1. Nature of Transaction

- 1.1 All goods are sold by public auction on behalf of the Seller.
- 1.2 The Auctioneer acts solely as agent and never as owner or principal.
- 1.3 The auction constitutes a **Section 55(6)(a)** transaction and is **exempt from retail consumer warranty provisions**.

2. Voetstoots & Condition of Goods

- 2.1 All assets, including vehicles, are sold **strictly "as is, where is, voetstoots"**, with **no warranties or guarantees expressed or implied**.
- 2.2 This includes **latent and patent defects**, whether known or unknown, visible or non-visible, including mechanical, electronic, structural, diagnostic, and software-related defects.
- 2.3 Government-origin vehicles are typically **Code 2 and Code 3 (rebuilt)**. This is fully disclosed and **accepted by bidders**.

3. Bidder Due Diligence & Certification

- 3.1 Bidders certify that they possess sufficient **skill, judgment, and knowledge** to evaluate auction assets.
- 3.2 Bidders warrant they have inspected, tested (where allowed), and investigated all goods **prior to bidding**, or voluntarily chose not to.
- 3.3 **Failure to inspect will not constitute grounds for cancellation, refund, dispute, or non-payment**.

4. No-Reliance Clause

- 4.1 Bidders acknowledge they do **not rely on any oral statement, representation, WhatsApp message, catalogue entry, advertisement, or photos**, except where expressly confirmed in writing.
- 4.2 The Auctioneer disclaims liability for **errors or omissions** in descriptions.



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5. Bidding & Sale Finality

5.1 All bids are **final, binding, and non-revocable**.

5.2 A sale is concluded upon the fall of the hammer or online system signal.

5.3 No cancellations, withdrawals, chargebacks, or refusal of payment will be entertained under any circumstances.

6. Risk, Title & Removal

6.1 **Risk transfers to the Buyer immediately upon acceptance of the winning bid.**

6.2 Title transfers only once full payment has cleared in the Auctioneer's trust account.

6.3 Goods must be removed within **three (3) business days** or storage/forfeit penalties apply.

7. Payment Terms

7.1 Payment is **EFT only**.

7.2 **No release of assets without funds cleared** in the trust account. Proof of payment is insufficient.

7.3 Returned or reversed payments constitute **fraud** and will be prosecuted.

8. Vehicle-Specific Provisions

8.1 "Starts" means the engine turned over on arrival; it **does not indicate roadworthiness**.

8.2 No on-site repairs, tampering, testing, jump-starting, or dismantling permitted.

8.3 Buyer assumes full responsibility for registration, NaTIS delays, and licensing.

8.4 Road use before certification is strictly prohibited.

9. Indemnity

The Buyer indemnifies and holds the Auctioneer harmless against:

- mechanical/engine failure
- roadworthiness issues
- NaTIS delays or refusals
- insurance issues
- VIN/engine number disputes
- structural damage or accident history
- any consequential, indirect, punitive, or special damages

10. Legal Liability & Dispute Resolution

10.1 The Buyer agrees to jurisdiction at the Seller or Auctioneer's choosing.

10.2 The Auctioneer may claim **attorney-client costs**.

10.3 Bidders consent to recording, surveillance, and use of such evidence in legal matters.



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11. Non-Disparagement

Bidders may not publish false or defamatory statements regarding the auction or Auctioneer. Breach entitles Auctioneer to damages and injunction relief.

12. Corporate Buyers & Personal Surety

Where the Buyer is a company, CC, trust, or juristic entity, the signatory binds themselves as **surety and co-principal debtor** for all obligations.

13. Electronic & Physical Consent

By registering or bidding, bidders expressly agree:

- electronically (click/tap consent)
- by signature (onsite)
- by continued participation

No person may claim ignorance or misunderstanding of these terms.

14. Severability

Invalidity of any clause does not affect the remainder of this agreement.

15. Reserve Prices and Bidding Rights

15.1 Where applicable, a reserve price may be set by the seller. The Auctioneer may withdraw any lot if the reserve price is not met.

15.2 Unless expressly announced before the auction commences, neither the seller nor the Auctioneer may bid, nor may any person bid on their behalf.

16. Transfer of Immovable Property (if applicable)

16.1 Sales of immovable property are governed by the Deeds Registries Act 47 of 1937. Ownership transfer occurs upon registration in the Deeds Office.

16.2 The Buyer is responsible for conveyancing costs, transfer duties, and compliance with any municipal or regulatory requirements.

17. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of the Republic of South Africa. Jurisdiction shall vest in the courts of the province where the auction is conducted.



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Buyer Declaration

By participating, the bidder declares under oath (if required):

"I have read, understood, and irrevocably accept these Terms & Conditions; I acknowledge purchases are made voetstoots and accept full responsibility and risk."

Binding Force

This is a final legal instrument, enforceable in any court of competent jurisdiction within the Republic of South Africa.

18. Final Release and Payment Clause

NO VEHICLES WILL BE RELEASED WITHOUT FULL FUNDS REFLECTION IN ISIVUNO AUCTIONS AFRIKA TRUST ACCOUNT, EVEN IF PROOF OF PAYMENT IS SUPPLIED.

NO REQUESTS CAN BE MADE TO THE AUCTIONEER OR THE ADMIN STAFF TO RELEASE VEHICLES WITHOUT THE PAYMENT REFLECTING, AS THESE REQUESTS CANNOT AND WILL NOT BE ALLOWED.