

INTERNAL USE

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Offeror No



BANK	REFERENCE	PAYMENT DATE	AMOUNT

CRANES FROM TUBULAR - PRIVATE TREATY OFFERS

Auction Code

Offers Close	Monday 15 th March, 2021 at 4:30PM
Offer notes	All offers are reviewed and will be awarded by Wednesday March 17 th , 2021.
Private Treaty Deposit	15% of Value of Offer. Deposits from unsuccessful bidders to be refunded Monday March 22 nd , 2021
Contact Details	Shannon Winterstein (084-520-5000) / Wihan Tiedt (084-253-5000)
Submission e-mail address	privatetreaty@wh.co.za
Costs / Fees	12% commission + VAT will be added to the offer price

Kindly complete the below info in full. Invoices will be issued as per the information provided. No changes will be permitted.

I AM REGISTERING AS A:	PRIVATE INDIVIDUAL	COMPANY (PTY LTD) or CLOSED CORPORATION (CC)	SOLE PROPRIETOR
Company Name – in full			
VAT#			
Company Reg Number			
Full Names & Surname (as per ID)			
ID / Passport Number		Nationality	
Cell Number		Work Number	
Home Number		Fax Number	
Email address			
Postal Address		Physical Address	
	CODE		CODE

WH AUCTIONEERS (PTY) LTD - BANKING DETAILS

- Please use banking details that correspond to your bank
- Use your initial & surname or company name as reference for deposit
- A 2% fee will be levied on cash deposits
- These accounts must also be used for payment of both deposits and invoices

Bank	ABSA	FNB	Nedbank	Standard Bank
Account No.	4077 9619 34	6232 0317 622	1011 622 963	021 533 059
Branch Name	Sandton City	Sandton City	Sandton	Sandton City
Branch Code	632 005	254 605	197 005	018 105
Swift Code	ABSAZAJJ	FIRNZAJJ	NEDSZAJJ	SBZAZAJJ

INITIAL
HERE

WE RECOGNISE THAT THIS IS A SIGNIFICANT AMOUNT OF DOCUMENTATION BUT IS REQUIRED FOR FICA/CPA

ALL OFFERORS REQUIRE THE FOLLOWING DOCUMENTS (INCLUDING INDIVIDUALS BIDDING ON BEHALF OF COMPANIES)			
ID Copy – (card ID's front & back required) – no driver's license . Non-South African Citizens – A passport copy			
Proof of residential address - not be older than 3 months. A utility bill, lease agreement or bank statement			
Proof of payment for the deposit (Banking Details are Listed Below). Use Company Name or First name, Last Name			
Proof of bank details for the individual / business (used to refund the deposit)			
ID OR PASSPORT	ADDRESS	PROOF OF PAYMENT	PROOF OF BANKING

In addition to this, the following is required for business entities:

COMPANIES ((PTY) LTD) & CLOSED CORPORATIONS (CC)					
ID Copies of all directors/owners of the company – (card ID's, a copy of the front & back required) – no driver's licenses .					
Non-South African Citizens – A copy of Passport as well as copies of passports for all directors/owners					
Proof of address for the Company (Current lease or a utility bill not older than 3 months)					
Proof of residential address for all the directors/owners of the company).					
COR39/CK1/CM9 (CIPRO) Company registration document –latest company registration number required (CM3 for nonprofit).					
Resolution from the organization allowing registered person to bid.					
BRN Certificate (only required when purchasing vehicles)					
DIRECTORS IDs	COMPANY ADDRESS	DIRECTORS ADDRESSES	COMPANY DOCS	RESOLUTION	BRN (OPTIONAL)
SOLE PROPRIETOR (SP)					
	Letter of Ownership				

1. THE OFFER

- 1.1. The Offeror hereby offers to purchase the Assets as per the list as set out in this Agreement (“Offer”).
- 1.2. The Offer is irrevocable and may be accepted by the Seller by no later than 5 business days after the Offer close date;
- 1.3. The Offer is deemed to exclude a 12% buyers’ premium and VAT which will be levied on both the offer price as well as the buyers’ premium;
- 1.4. The highest offeror will be the purchaser subject to clause 1.6 below.
- 1.5. No Offer may be revoked for any reason whatsoever.
- 1.6. Any offer above the ‘Tender Confirmation Price’ will automatically be deemed an acceptable offer and the seller is obliged to sell at this price.
 - 1.6.1. Offers may be put in below the ‘Tender Confirmation Price’ however they may not be accepted by the Seller.
 - 1.6.2. If two offers are received with the same value, the one received by WH first will be deemed as the highest offer;
- 1.7. WH Auctioneers will contact the successful party within 2 Business days after the closing date and provide an invoice for payment within 2 business day thereafter.
- 1.8. The Purchaser acknowledges and agrees that the offer will only be considered if:
 - 1.8.1. submitted prior to the closing date and time to the email address privatetreaty@wh.co.za;
 - 1.8.2. duly completed, signed and initialled;
 - 1.8.3. accompanied by the requisite FICA documentation and authorising resolutions, to the extent applicable;
 - 1.8.4. the respective 15% deposit has been paid into the WH Auctions account with proof of payment provided.
- 1.9. All offers are subject to the acceptance of the business rescue plan which should be accepted prior to the closing date. If the acceptance is delayed all offerors will be notified.
 - 1.9.1. The above has no bearing on the sales values, but is instead a legal requirement as per the South African Companies Act.
- 1.10. All offers are considered on an Item-by-Item basis and no ‘package deals’ will be acceptable.

- 1.11. Each-and-every item is considered a mutually exclusive offer whereby the Offeror agrees that they may be successful in the purchase of one item but not another.

2. ACCURACY OF INFORMATION & AS-IS

- 2.1. All items are sold on an “As-is, Where-Is”, voetstoots basis. In other words, the selling party does not warrant any of the assets in any way;
- 2.2. Whilst the Seller has done their best to provide the most accurate information available, the Seller is not responsible for any errors in the information provided and is not responsible for any condition of the item;
- 2.3. It is the Offeror’s obligation to undertake the necessary inspections and research to confirm the condition and details of each-and-every item that has been offered on.
- 2.4. It is up to the offeror to inspect the item and confirm what accessories / parts are included;
- 2.5. A Non-Runner means that the engine of the item does not run. On a Runner, it means that the engine of the item runs and the item was moved into place on its own power. It does not mean that all the functions are working as functions have not been tested.
- 2.6. Viewing can be arranged by appointment by calling Wihan Tiedt on 084-253-5000.

3. PAYMENT

- 3.1. A deposit of 15% of the value of the offer (including VAT and Commission) is to be made into the above bank account with the offer. The offeror must use the same bank from which they bank where possible;
 - 3.1.1. No offer will be considered acceptable without proof of deposit;
 - 3.1.2. No offer will be confirmed until the deposit reflects in the bank account.
- 3.2. Payment for the balance due is to be completed via Bank Transfer into the above bank account within 2 business days of receipt of the invoice.
 - 3.2.1. Invoices have deemed to have been received within 12 hours of WH sending an email to the address that was utilised to send the offer.
- 3.3. Should payment not be made within the timeframe, the 15% deposit will be deemed to have been forfeited as genuine pre-estimated damages with neither party having any other claim against one another;
- 3.4. No assets will be released until the entire invoice is paid for in full subject to clause 5 below.
- 3.5. Unsuccessful Offerors will be returned their deposits in full. There will be no interest payable by WH to any Offeror for deposits held.

4. LIABILTIY & DELIVERY OF PURCHASES

- 4.1. The Offeror is deemed to have taken liability on notification of the acceptance of the offer and in terms of this will insure the items as required;
- 4.2. From date of receipt of invoice, the buyer will have a 2-week period in which to remove all rubber wheeled cranes and a 1-month period to remove crawler cranes under 150 tons. Crawler cranes over 150 Tons will be given 10 weeks to remove the items;
- 4.3. The Offeror is responsible for picking up all items that have been successfully purchased within the timeframe which will be done via an appointment;
 - 4.3.1. The Seller will not be able provide any assistance with labour or craneage for loading of items purchased;
- 4.4. Transporters collecting items will have to comply with the health and safety protocols on site and the offeror is responsible for any damage;
- 4.5. No cutting of scrap will be allowed on site.

5. SPECIAL CONDITIONS FOR CRANES LOCATED AT EXARRO (ELLISRAS)

- 5.1. The cranes located at Exxaro are expected to be released from April 16th, 2021. In terms of these cranes, WH will retain the 15% deposit and will invoice the buyer once release is confirmed. Should the release be later than the date, the successful bidder will be notified. The 15% on these assets will incur an interest charge at .5% (half a percent) non compounding per month (calculated daily on a 30 day month) payable to the purchaser by the Seller.
- 5.2. The cranes located at Exxaro are subject to right of first refusal by the existing contractor

The Offeror

SIGNATURE: _____

NAME OF SIGNATORY: _____

DESIGNATION OF SIGNATORY: _____

DATE OF SIGNATURE: _____

who, by signature hereof:

- confirms that they or a proxy has inspected the assets and has confirmed all the information on the item;
- confirms that he/she has read the Terms and Conditions to which this Information Schedule is annexed;
- binds the Offeror to the Information Schedule and the Terms and Conditions.
- warrants that he/she is duly authorised thereto.