

TERMS & CONDITIONS OF SALES - PRO-EX AUCTIONEER'S ONLINE AUCTIONS

Buyers Commission: 7.5% + VAT on 7.5% commission

IMPORTANT:

These terms and conditions apply to all online bidding at auction sales conducted by or in conjunction with Pro-Ex Auctioneers (Online Bidding). By registering to participate in a Pro-Ex Auctioneers auction sale via Online Bidding you expressly agree to these terms and conditions.

These Pro-Ex Auctioneers online Bidding Terms and Conditions are supplemental meaning that they shall apply in addition to the general Condition of Sale and other terms and conditions applicable to bidders and buyers participating in the subject Sale and shall be deemed incorporated by reference and made a part of the Bid Conditions for such Sale. The general Bid Conditions are published on our web site and it is your responsibility to review that information. Please be aware that announcements affecting the Sale may also be made orally before and during the Sale without prior notice. In registering to bid at any Sale you agree to the applicable Bid Conditions.

Eligibility:

Our services are available only to individuals who can enter into legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. If you are a minor, you may use our services only in conjunction with you parent or legal guardian. If you do not qualify, please do not use our services. Further, your account and user ID may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind such entity to this Agreement.

Registration:

1. Once you have registered, you should keep your online account details strictly confidential, and you must not permit any third party to use or access your account on your behalf or otherwise.
2. You will need to register for each Event/Auctions that you wish to bid on.
1. All registration information the Bidder provides to Pro-Ex Auctioneers shall be current, complete and accurate.

Online Bidding Process:

1. During a Sale, you can bid for a lot by clicking the Bid button. Each bid shall be final and binding as soon as you click the Bid button.
2. The current bid will be displayed on your screen during the Sale. In the event of a tie between a bid placed by you online and any other identical bid(s), including bids made in person at the Sale, telephone bids, absentee bids and other online bids, it will be at the auctioneer's discretion as to which bid shall be accepted.
3. You acknowledge that you are bidding in a live auction and you agree that each bid submitted as provided in these terms and conditions is irrevocable and cannot be amended or corrected, even if submitted in error and notified to us. You accept full liability for all bids

submitted via your Online Bidding account including the liability to pay in full and on time in accordance with the Bid Conditions for any lot that is the subject of a successful bid submitted from your account.

4. Please note that Pro-Ex Auctioneers reserves the right to reject a registration to bid online, withdraw its permission for you to use Online Bidding or terminate an Online Bidding account for any reason at any time prior to, during or after a Sale.

Listing Conditions:

1. Our listing may not be immediately searchable by keyword or category for several hours or up to 24 hours in some circumstances. Pro-Ex Auctioneers can't guarantee exact listing duration.
2. Content that violates any of Pro-Ex Auctioneer's policies may be modified, obfuscated or deleted at our discretion.
3. We strive to create a marketplace where buyers find what they are looking for.
4. The descriptions of goods on our listings and on goods are believed to be correct. Nevertheless, neither the description nor any advertisement made by the seller or Pro-Ex Auctioneers regarding the item or lot shall be construed as a warranty. Pro-Ex Auctioneers does not hold themselves responsible for any errors of description. A bid shall be taken as proof that the bidder has made him/herself acquainted with the condition of the lot which he/she bids.
5. All goods are sold "voetstoots"

Fees and additional charges:

There may be a buyer's fee and/or admin fee. Please note that all fees and bidding price are subject to our government VAT of 15% (If applicable).

Non payments will result in a penalty fee which will be payable by the buyer.

Buyers or Bidders will be responsible to keep track and make sure of all fees and or charges applicable on bidding or sales as it may vary on different events.

Other:

1. Bidders must agree not to interfere with any transactions before, during or after a Sale.
2. The highest accepted bidder shall be the purchaser.
3. Pro-Ex Auctioneers has the right to withdrawn any item at any time.
4. Once an item's sale is finalized and awarded to the highest bidder, it becomes the responsibility of the Buyer.
5. No lots may be removed from premises until paid for. (Applicable to moveable items)
6. All bids are exclusive of VAT.
7. As Pro-Ex Auctioneers acts merely as an agent, no lawsuits or claims whatsoever can be made against the company.

8. Goods must be paid for within 24 hours after a bid was successful. (Applicable to moveable items)
9. Payments can be done in EFT.
10. Once an item's sale is finalized and awarded to the highest bidder (then referred to as the Buyer), it becomes the responsibility of the Buyer. A sale will only be finalised once all parties have finalised their respective responsibilities and all parties involved are satisfied with the sale.
11. Pro-Ex Auctioneers will not be responsible for the transport and delivery of any services, goods or items.(Applicable to moveable items)
12. Property auctions only – the buyer will have 5 working days to complete contracts and pay buyers commission.

Privacy and Personal Information:

You consent to the collection and use of your personal information by The Globe and mail for the purpose of creating your registration, participating in one or more auctions or fixed prices sales, and using the website. The Globe and mail may disclose your personal information to the applicable vendor(s) if you are the highest bidder in one or more of the online auctions or a Buyer of one of the items available in our fixed price listings.