



Offer To Purchase Agreement Relating To Movable Property

ADC Cables (Pty) Ltd
(Registration Number: 2011/002233/07)
(In Business Rescue)



brokered by:
WH Afrique (Pty) Ltd
(Registration Number: 2016/272408/07)

Offer To Purchase Agreement Relating To Movable Property

brokered by

WH AFRIQUE (PTY) LTD

(Registration Number: 2016/272408/07)

(the “**Agent**”)

entered into between

ADC CABLES (PTY) LTD

(Registration Number: 2011/002233/07)

(IN BUSINESS RESCUE)

(as represented by the duly appointed Business Rescue Practitioner being Aviwe Ndyamara)

(the “**Seller**”)

and

THE PARTY REFERRED TO IN ITEM 1.2 OF THE INFORMATION SCHEDULE

(the “**Contracting Party**”)

1. PARTIES	
1.1. Name of Entity	ADC CABLES (PTY) LTD (IN BUSINESS RESCUE) (as represented by the duly appointed Business Rescue Practitioner being Aviwe Ndyamara)
Physical address	C/o Phuthuma Corporate, 23 rd Avenue , Menlo Views, Menlo Park
E-mail address	aviwe@phuthumacorporate.co.za
Telephone number	012 333 6162
Contact person	Aviwe Ndyamara
1.2. Contracting Party	
Full name	
Identity/ registration number	
Physical address	
Facsimile number	
E-mail address	
Telephone number	
Contact person	
1.3. AGENT	
Name of Entity	WH AFRIQUE (PTY) LTD
Registration Number	Registration Number: 2016/272408/07
Physical address	578 16 th Road, Randjespark, Midrand
E-mail address	timv@whauctions.com prelenan@whauctions.com

		kimr@whauctions.com
	Telephone number	082 / 082 460 5989
	Contact person	Tim Varenzakis / Kim Santos Romao
2. BANKING DETAILS OF THE AGENT		
	Name of Account Holder	WH AFRIQUE (PTY) LTD
	Bank	FIRST NATIONAL BANK
	Account Number	628-4039-5877
	Branch Code	210-554
	Reference	NAME & SURNAME
	SWIFT	FIRNZAJJ
3. BANKING DETAILS OF THE CONTRACTING PARTY (FOR REFUND PURPOSES)		
	Name of Account Holder	
	Bank	
	Account Number	
	Branch Code	
	Reference (Contracting party may choose)	
	SWIFT	

Lot	Description	Removal period (days) from the Effective Date	Offer Price - (excluding commission & VAT)
1	Assets as per Annexure A	90 calendar days	
	SUB-TOTAL OF OFFER		
	COMMISSION (12%)		
	SUB TOTAL OF OFFER & COMMISSION		
	VAT AMOUNT OF ABOVE (15%)		
	TOTAL OFFER AMOUNT		
	DEPOSIT (23.8%) – All unsuccessful offers deposits will be refunded		

FOR: **ADC CABLES PROPRIETARY LIMITED**

SIGNATURE: _____

NAME OF SIGNATORY: _____

DESIGNATION OF SIGNATORY: _____

DATE OF SIGNATURE: _____

PLACE OF SIGNATURE: _____

who, by signature hereof:

- confirm that he/she has read the Terms and Conditions to which this Information Schedule is annexed;
- binds the Seller to the Information Schedule and the Terms and Conditions; and
- warrant that he/she is duly authorised thereto.

FOR: **THE CONTRACTING PARTY**

SIGNATURE: _____

NAME OF SIGNATORY: _____

DESIGNATION OF SIGNATORY: _____

DATE OF SIGNATURE: _____

PLACE OF SIGNATURE: _____

who, by signature hereof:

- confirms that he/she has read the Terms and Conditions to which this Information Schedule is annexed;
- binds the Contracting Party to the Information Schedule and the Terms and Conditions;
- renounces the benefits of excussion and division, and hereby personally interposes and binds himself as surety and co-principal debtor with the Contracting Party to and in favour of the Seller for the fulfilment of the Contracting Party's obligations hereunder; and
- warrants that he/she is duly authorised thereto.

FOR:

THE AGENT

SIGNATURE:

NAME OF SIGNATORY:

DESIGNATION OF SIGNATORY:

DATE OF SIGNATURE:

PLACE OF SIGNATURE:

who, by signature hereof:

- confirms that he/she has read the Terms and Conditions to which this Information Schedule is annexed;
- binds the Agent to the Information Schedule and the Terms and Conditions; and
- warrants that he/she is duly authorised thereto.

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WHEREBY IT IS AGREED AS FOLLOWS:**1. INTERPRETATION AND PRELIMINARY**

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears:

1.1. words importing:

1.1.1. any one gender include the other two genders;

1.1.2. the singular include the plural and *vice versa*; and1.1.3. natural persons include created entities (corporate or unincorporated) and the state and *vice versa*;

1.2. the following capitalised terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.2.1. “**Acceptance Date**” means, notwithstanding the Signature Date or Submission Date, the date upon which the Seller advises the Contracting Party in writing that it has accepted this Offer (whether in whole or part), as contemplated in clauses 3.2 and 3.3 below, which date shall be no later than 8th June 2020;1.2.2. “**Accepted Sale Asset(s)**” means those Sale Asset(s) in respect of which the Contracting Party made a successful Offer, and which was subsequently accepted by the Seller in accordance with the terms of this Agreement;1.2.3. “**Agent**” means the party referred to in item 1.3 of the Information Schedule;1.2.4. “**Agreement**” means this offer to purchase agreement, comprising of the Information Schedule, the Terms and Conditions and all schedules or annexures thereto;1.2.5. “**Bank Account**” means the designated bank account as elected by the Agent (on behalf of the Seller), the details of which are set out in item 2 of the Information Schedule;1.2.6. “**Business Day**” means any day other than a Saturday, Sunday or public holiday officially recognised as such within South Africa;1.2.7. “**Contracting Party**” means the party referred to in item 1.2 of the Information Schedule;1.2.8. “**Deposit**” means a cash deposit of an amount equivalent to 23.8% (twenty-three point eight percent) of the Purchase Price;1.2.9. “**Effective Date**” means, notwithstanding the Signature Date, the Submission Date or the Acceptance Date, 21 (twenty-one) Business Days’ reckoned from the Acceptance Date;1.2.10. “**Environmental laws**” means all laws relating in any way to the environment, environmental assessment, health, occupational health and safety, or the use, purchase, storage, treatment, transportation or disposal of any pollutant, waste, contaminant or other deleterious substance;

- 1.2.11. “**Schedule**” means the offer schedule to which these Terms and Conditions are attached and signed by the Parties, which schedule sets out the following, the:
- 1.2.11.1. details of the Sale Assets;
- 1.2.11.2. Purchase Price of Sale Assets; and
- 1.2.11.3. time period within which the Sale Asset must be removed from the Property;
- 1.2.12. “**Information Schedule**” means the schedule to which these Terms and Conditions are attached and signed by the Parties,
- 1.2.13. “**Offer**” shall bear the meaning ascribed thereto as set out in clause 3.1 below;
- 1.2.14. “**Parties**” means the parties to this Agreement, namely, the Agent, the Seller and the Contracting Party, and “**Party**” shall mean either one of them, as the context may indicate;
- 1.2.15. “**Purchase Price**” means the purchase price of the Accepted Sale Assets (as set out in the Schedule), and as payable in accordance with the provisions of clause 5 below;
- 1.2.16. “**Prime Rate**” means the publicly quoted basic rate of interest (percent) per annum, compounded monthly in arrears and calculated on a 365 (three hundred and sixty five) day year, from time to time published by the Seller’s brokers as being its prime overdraft rate, as certified by any manager of such bank whose appointment and designation need not be proved;
- 1.2.17. “**Premises**” means the premises situated on the Property;
- 1.2.18. “**Sale Assets**” means the assets owned by the Seller, as at the Signature Date, including, without limitation, the plant and equipment situated at the Premises, as more fully detailed in the schedule;
- 1.2.19. “**Seller**” means the party referred to in item 1.1 of the Information Schedule;
- 1.2.20. “**Signature Date**” means the date when the last Party signing this Agreement does so;
- 1.2.21. “**South Africa**” means the Republic of South Africa;
- 1.2.22. “**Submission Date**” means 16h00 (South African time) on 29th of May 2020, as being the date upon which offers to purchase will close in respect of the Sale Assets;
- 1.2.23. “**Terms and Conditions**” means the terms and conditions set out herein;
- 1.2.24. “**VAT**” means value-added tax in terms of the VAT Act; and
- 1.2.25. “**VAT Act**” means the Value-Added Tax Act, No. 89 of 1991, as amended from time to time.
- 1.3. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- 1.4. The headings of the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

- 1.5. This Agreement shall be binding on the Parties' estates, heirs, executors, administrators, trustees, permitted assigns, liquidators or other legal successors as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include its estate, heirs, executors, administrators, trustees, permitted assigns, liquidators or other legal successors, as the case may be.
- 1.6. If any provision in this clause 1 is a substantive provision conferring rights or imposing obligations on any Party, then notwithstanding that such provision is contained in such clause, effect shall be given thereto as if such provision were a substantive provision in the body of this Agreement.
- 1.7. Whenever a number of days are prescribed in this Agreement, such number shall be calculated excluding the first and including the last day, unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next day which is a Business Day.
- 1.8. Whenever performance is required to be made in this Agreement on any date and such date is not a Business Day, such performance shall be required to be made on the next date which is a Business Day.
- 1.9. Where any term is defined within the context of any particular clause in this Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in this clause 1.
- 1.10. The terms defined in the Terms and Conditions shall bear the same meanings in the Information Schedule and in any other document comprising the Agreement.

2. SCOPE OF APPLICATION

- 2.1. With effect from the Submission Date, the Parties agree to be bound by the provisions of this Agreement.
- 2.2. This Agreement consists of the following sections, the:
 - 2.2.1. table of contents;
 - 2.2.2. Information Schedule; and
 - 2.2.3. Terms and Conditions.
- 2.3. If there is any ambiguity or inconsistency between the provisions of the Information Schedule and the Terms and Conditions, the Information Schedule shall prevail.

3. THE OFFER

- 3.1. The Contracting Party hereby offers to purchase the Sale Assets duly marked in the Schedule on the terms and conditions as set out in this Agreement ("**Offer**").
- 3.2. This Offer is irrevocable and may be accepted by the Seller by no later than 13th March 2020, in accordance with the provisions of clause 3.3 below, failing which this Offer shall *ipso facto* lapse and be of no further force or effect.
- 3.3. In the event that the Seller elects to accept this Offer (in whole or in part), it shall notify the Contracting Party of such acceptance in writing, pursuant to the provisions of clause 15 below.
- 3.4. The Contracting Party acknowledges and agrees that the Seller:
 - 3.4.1. may in its sole discretion elect whether to accept or reject this Offer (in whole or in part), as it deems fit, and is under no obligation to accept this Offer (even if it's

the highest offer for the Selected Sale Assets) or any other offers that may be submitted to it for the purchase of the Selected Sale Assets; and

3.4.2. shall only consider this Offer if it is:

3.4.2.1. submitted prior to the Submission Date;

3.4.2.2. duly completed, signed and initialled; and

3.4.2.3. accompanied by the requisite authorising resolutions, to the extent applicable.

3.4.2.4. the respective 23.8% (twenty-three point eight percent) deposit of the bid price payable into the WH Afrique account with proof of payment to be provided;

4. **SALE AND PURCHASE**

In the event that this Offer is duly and timeously accepted by the Seller as provided for herein, an agreement of sale shall immediately come into existence between the Parties, subject to the terms and conditions as set out herein.

5. **PURCHASE PRICE**

5.1. The purchase consideration payable by the Contracting Party to the Agent (on behalf of the Seller) is the Purchase Price (plus VAT thereon).

5.2. The Contracting Party shall pay the Purchase Price as follows:

5.2.1. the Deposit, payable on the Submission Date, by the Contracting Party to the Agent (on behalf of the Seller) to be held in an interest-bearing account. In the event that the Contracting Party is:

5.2.1.1. successful in this Offer, the amount of the Deposit (together with any accrued interest) shall be non-refundable and shall be applied as payment of the Agent's commission, as more fully detailed in clause 11.1 below;

5.2.1.2. successful in this Offer, but the Agreement subsequently lapses by reason of non-performance by the Contracting Party and through no fault of the Seller and/or the Agent, the Deposit (together with any accrued interest) shall immediately be forfeited to the Seller;

5.2.1.3. partially successful in this Offer, the amount of the Deposit attributable to the Selected Sale Asset(s) which the Seller refused to accept in accordance with clause 3.3 above, shall be refunded to the Contracting Party within 14 (fourteen) Business Days' from the date of partial rejection of such Selected Sale Asset(s); or

5.2.1.4. unsuccessful in this Offer, the amount of the Deposit (together with any accrued interest) shall be refunded to the Contracting Party within 4 (four) Business Days' from the date of rejection of this Offer into the designated bank account as elected by the Contracting Party, the details of which are set out in item 3 of the Information Schedule.

5.2.2. the balance of the Purchase Price, in cash, on the Effective Date.

5.3. In the event that any payment due by the Contracting Party under this Agreement is not paid on its due date, the amount of such payment shall bear interest at the Prime Rate from the

due date to the actual date of payment, without prejudice to any other rights to which the Seller is entitled.

- 5.4. All or any payments to be made in terms of this Agreement shall be made by the Contracting Party to the Agent (on behalf of the Seller), into the Bank Account, by way of direct electronic funds transfer, free of deduction, set-off, withholding or bank charges of any nature whatsoever.
- 5.5. The Contracting Party acknowledges that failure by it to comply with the provisions of this clause 5, shall be regarded as a material breach of this Agreement, thereby entitling the Seller to exercise its rights as set out in clause 13 below.
- 5.6. A Certificate of Balance signed by the Seller and/or the Agent shall be considered as *prima facie* proof of any amount owing and due by the Contracting Party.

6. THE ACCEPTED SALE ASSETS

- 6.1. The Accepted Sale Assets are sold as it stands now and the Seller gives no warranties, express or implied, as to patent or latent defects relating thereto, save as otherwise provided herein.
- 6.2. The Contracting Party is presumed to be fully acquainted with the Accepted Sale Assets hereby purchased and agrees to accept same as it stands now, the Seller being absolutely free from all liability for any defect whether latent or patent, error of description or otherwise.
- 6.3. The Contracting Party acknowledges and agrees that the Accepted Sale Assets forms part of a company in business rescue and may have been neglected, abused, inadequately serviced, or may be in a state of disrepair and may contain latent and unknown defects, as well as patently obvious defects, damage, wear and tear or other shortcomings. Neither the Seller nor the Agent purport to be experts in relation to the Accepted Sale Assets and in the event of the Seller and/or the Agent having possessed such expertise, the Contracting Party irrevocably and unconditionally acknowledges and agrees that the Seller is an entity in liquidation against which recourse (arising from any damages suffered arising here from) may be impossible to enforce and that neither the Seller, the Agent nor any third party (including without limitation any manufacturer of any of the Sale Assets) has any obligation or liability of any nature whatever (whether actual or contingent or whether present, past or future) to service, repair, replace and/or maintain (and/or to provide any aftersales and/or other services and/or any spare parts in respect of) the whole or any part of all or any of the Accepted Sale Assets for any reason and in any manner whatsoever.
- 6.4. The Contracting Party further acknowledges that the Seller shall have no knowledge of any defects in the Accepted Sale Assets which may exist and which may not enjoy the protection otherwise afforded by this provision, for any reason whatsoever.

7. OWNERSHIP AND RISK OF THE ACCEPTED SALE ASSETS

- 7.1. Notwithstanding anything to the contrary contained herein, this Agreement is subject to the fundamental term that the Seller's title in and to, and ownership of, its Accepted Sale Assets will not pass to the Contracting Party, and ownership therein will remain vested in the Seller until the Effective Date.
- 7.2. Prior to the Effective Date, the Contracting Party shall not be entitled to
 - 7.2.1. cede or assign or sub-let any of the rights which the Contracting Party may have in and to the Accepted Sale Assets;
 - 7.2.2. alienate, pledge, mortgage or hypothecate any of the Accepted Sale Assets acquired by the Contracting Party in terms of this Agreement; and/or

7.2.3. dispose of the Accepted Sale Assets or any part thereof, or offer same for sale to any other party unless the prior written consent of the Seller has been obtained.

7.3. On the Effective Date (subject to the payment of the Purchase Price having been discharged in full) ownership of, benefit in and risk attaching to the Accepted Sale Assets shall pass to the Contracting Party.

8. DELIVERY AND REMOVAL OF THE ACCEPTED SALE ASSETS

8.1. On the Effective Date (subject to the payment of the Purchase Price having been received in full), delivery of the Accepted Sale Assets shall be deemed to have taken place *in situ* and there shall be no obligations on the Seller to make any further delivery.

8.2. The Contracting Party acknowledges and agrees that should:

8.2.1. it damage a building or any permanent structure or article or movable asset as situated on the Property when removing the Accepted Sale Assets it shall be liable, as its own cost, to restore or repair or make good any damage so caused and that the said repairs shall only be deemed to have been satisfactorily completed once the Seller has accepted same; and

8.2.2. it fail to timeously remove the Accepted Sale Assets per the time period stipulated in the Schedule, then such Accepted Sale Asset will be forfeited to the then registered owner of the Property or to the Seller (as may be elected by the Seller in his sole discretion), and the Contracting Party shall have no further right or entitlement thereto, or any recourse against the Seller and/or the Agent, unless otherwise agreed.

8.3. The Contracting Party warrants and undertakes that it shall comply with all the obligations of the "owner" and "employer" as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 and any relevant regulations which are binding thereunder, in respect of the Accepted Sale Assets.

8.4. Without derogating from the generality of the warranty and undertaking agreed in clause 8.3 above, the Contracting Party shall ensure, as far as reasonably practicable, that any facilities and equipment used for the decommissioning and dismantling of the Accepted Sale Assets ("**Decommissioning Operations**") on the Property ("**Existing Infrastructure**") are designed, constructed and equipped in order to provide conditions for safe operation and a healthy working environment and further that the Decommissioning Operations, having procured the necessary risk assessments of the activities to be performed on the Property, are performed in a manner which is safe and which does not endanger the health of any person on the Property.

9. NO WARRANTIES BY THE SELLER

9.1. The Seller does not give any representations or warranties of any nature whatsoever, whether express or tacit or implied by law, contract or otherwise, and whether or not they induced the entry into this Agreement, and the Contracting Party hereby irrevocably and unconditionally waives any right (common law or otherwise) that it may have to rely on any representation or warranty, it being agreed between the Parties that the Accepted Sale Assets is purchased on an as is basis and the Seller shall not be liable for any defects in respect thereof, whether patent or latent.

9.2. The Contracting Party shall have no claim, of whatsoever nature, against the Seller in relation to the Sale Assets, including without limitation, the transportation, relocation, damage to and/or any consequential loss and/or indirect loss of the Contracting Party in relation to the Accepted Sale Assets (whether in respect of death, personal injury, damage to property or otherwise) and the Contracting Party hereby irrevocably and unconditionally waives any right (common law or otherwise) that it may have to rely on or institute any such claim, provided that the Contracting Party shall only be entitled to institute a claim if such claim is directly attributable to any criminal or grossly negligent conduct on the part of the Seller.

10. WARRANTIES BY THE CONTRACTING PARTY

- 10.1. The Contracting Party warrants and represents to the Seller and the Agent that as at the Signature Date, Submission Date, Acceptance Date, and Effective Date:
- 10.1.1. to the extent applicable and necessary, it is/will be, duly incorporated as a private company and validly existing under the laws of the country of incorporation;
 - 10.1.2. to the extent applicable and necessary it has the legal capacity and power to enter into and perform its obligations under this Agreement;
 - 10.1.3. to the extent applicable and necessary it has all necessary actions (whether corporate, internal or otherwise) to authorise its entry into and performance of this Agreement;
 - 10.1.4. to the extent applicable and necessary, the execution of this Agreement and the performance of its obligations hereunder does not and shall not:
 - 10.1.4.1. contravene any law or regulation to which the Contracting Party is subject;
 - 10.1.4.2. contravene any provision of the Contracting Party's constitutional documents; or
 - 10.1.4.3. result in a breach of any of the Contracting Party's contractual obligations contained in any other agreement to which it is a party and bound;
 - 10.1.5. this Agreement constitutes, an agreement which is valid and binding on it and is enforceable against it in accordance with its terms; and
 - 10.1.6. it is entering into, and will be performing its obligations under, this Agreement as principal and not as agent.
- 10.2. Each warranty contemplated in this clause 10 is a separate warranty and shall not be limited to or restricted by inference or otherwise by the terms of any other warranty;
- 10.3. The Contracting Party acknowledges that the Seller and the Agent has entered into this Agreement on the strength of warranties, representation and undertakings given to the Seller and the Agent in terms of this clause 10, on the basis that such warranties are correct as at the Signature Date, Submission Date, Acceptance Date, and Effective Date, and the entire period between those dates.
- 10.4. All of the warranties given by the Contracting Party to the Seller and the Agent in terms of this clause 10 of this Agreement shall be deemed to be material.

11. COMMISSION OR BROKERAGE FEES

- 11.1. A commission of 12% (twelve percent) of the Purchase Price (plus VAT thereon) shall accrue to the Agent on the Effective Date, which amount the Agent shall be entitled to deduct from the Deposit.
- 11.2. The Contracting Party hereby indemnifies and holds the Seller free and harmless from and against any claim which may be made by the Agent in respect of commission arising out of the sale of the Sale Assets.
- 11.3. Should the Contracting Party not fulfil the payment of the balance of the purchase price consideration, on the effective date, or any other such extension or indulgence granted by the Agent on behalf of the duly appointed business rescue practitioner, the full deposit paid will be forfeited and the Agent will have been deemed to have earned their commission plus VAT.

12. SEVERABILITY

If at any time any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be or become illegal, invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is already illegal, invalid or unenforceable, shall not be affected or impaired thereby. The Parties agree in such event, and insofar as may be available under applicable law, to substitute valid, legal and enforceable provisions for the invalid, illegal or unenforceable provisions so as to implement the intention of the Parties hereto to the extent legally possible.

13. BREACH

13.1. In the event that the Contracting Party commits any breach of this Agreement and/or fails to comply with any other provisions hereof after having received 7 (seven) Business Days' notice in writing to remedy such breach and/or failure, then the Seller shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the Seller may have in law, including the right to claim damages, which damages may include, but not be limited to, any costs demanded by the Conveyancer or incurred in respect of this Agreement:

- 13.1.1. to cancel this Agreement in which event the Seller shall be entitled to retain all monies paid by the Contracting Party on account of the Purchase Price (including the Deposit), as a pre-estimate of damages suffered by the Seller; or
- 13.1.2. to claim immediate performance and/or payment of all the Contracting Party's obligations in terms hereof.

13.2. In the event of the Seller instituting legal proceedings which are necessary, the Seller shall be entitled to costs on an "Attorney and Own Client Scale".

14. GOVERNING LAW AND SUBMISSION TO JURISDICTION

This Agreement shall in all respects be governed and interpreted by, and construed in accordance with the laws of South Africa, without giving effect to conflict of law principles. The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Johannesburg in respect of all matters and proceedings arising out of, pursuant to or in connection with this Agreement.

15. NOTICES AND DOMICILIA

15.1. Each of the Parties choose as their *domicilia citandi et executandi* ("**domicilium**") for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the physical addresses, facsimile numbers and e-mail addresses provided in item 1 of the Information Schedule.

15.2. Each of the Parties shall be entitled from time to time, by written notice to the other to vary its *domicilium* to any other address within South Africa which is not a post office box or *poste restante*, provided that such change shall become effective on the 5th (fifth) Business Day from the deemed receipt of the notice by the other Party.

15.3. Any notice given by a Party to the other ("**the addressee**") which:

- 15.3.1. is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery; and
- 15.3.2. is posted by prepaid registered post from an address within South Africa to the addressee at the addressee's *domicilium* for the time being shall be presumed,

unless the contrary is proved by the addressee, to have been received by the addressee on the 3rd (third) day after the date of posting.

- 15.4. Where, in terms of this Agreement any communication is required to be in writing, the term “**writing**” shall include communications by facsimile and electronic mail. Communications by facsimile and electronic mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 (forty-eight) hours after the time of transmission.
- 15.5. Notwithstanding the provisions of clause 15.3 above, in the event that a written notice or any process is actually received by a Party, such receipt shall be valid for all purposes under this Agreement notwithstanding that it was not received at a Party’s chosen *domicilium*.

16. **GENERAL**

- 16.1. No relaxation, indulgence or extension of time granted by any Party (“**the Grantor**”) to another Party shall be construed as a waiver of any of the Grantor’s rights in terms hereof, or a novation of any of the terms of this Agreement or estop the Grantor from enforcing strict and punctual compliance with the terms of this Agreement.
- 16.2. No variation of, addition to, consensual cancellation of or waiver of any right arising in terms of this Agreement (including this clause 16.2) shall be of any force or effect unless it is reduced to writing and signed by a duly authorised representative of each of the Parties.
- 16.3. This document constitutes the entire agreement between the Parties in relation to the Accepted Sale Assets hereof and no Party shall accordingly be bound by any undertaking, representation or warranty not recorded herein.

17. **COUNTERPARTS**

- 17.1. This Agreement may be executed in any number of counterparts and by the same Parties in different counterparts but shall only be deemed to have been concluded when each Party has executed at least one counterpart.
- 17.2. Each counterpart, when executed, shall be an original, but all counterparts together shall constitute the same document.

18. **COSTS**

Each Party shall bear their own costs in connection with or arising from the drafting, re-drafting and negotiation of this Agreement and in respect of attendances incidental thereto.



Initials

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Annexure A – Sale Assets

#	Lead	Description	
1	2013 AESA Cortailod Linear Resistance Bridge	Serial Number: 13301	
2	Lot of Shelving's & Cupboard with Assorted Large	Quantities of New & Used Wire Drawing Dies, Split Dies, Buncher Dies, FTE Dies	
3	EVAPCO Complete Cooling Tower installation	Serial Number: 13-7560	
4	2012 SAMP Rodbreaker	Including: Two wire Rod Breakdown machine including Control Type: RC500.2.1/600 Serial Number: 2012 R01402 SAMP Type: MT 400C.2.14.15 Serial Number: 2012 R01401 Feeding to One Wire Strand feeding to SAMP DS 800 UNIT with Siemens Control S/N: 2012 R01703 Second Wire Strand feeding to SAMP DS 800 UNIT with Siemens Control S/N: 2012 R01704 Both wirers feeding to two 2x SAMP Wire machines with Siemens Control Incl. 2x Chain and coil transport units built in Model: INFG S/N: 2012 R1701 S/N: 2012 R1702 Incl. Siemens Electric/Electronic Switchgear Siemens drives and Control Panel, hydraulic Power-	

		pack, Lubrication Filtration system, Pumps – Piping, Cable, Foundation	
5	2012 SAMP Multi-Wire Drawing Machine	Serial Number: 2012R01905 Including: 2012 SAMP Liquid Treatment System Serial number: 2012R01905 2011 Rittal Chiller Unit 1x Reber- Resy Filtration System Installation Including pumps and filters Feeding to 2012 SAMP 8x Station Wire feeder with Siemens Control Type: RC 250.16. - 16.5200 Serial number: 2012R01902 Feeding to 2x 2012 SAMP DS 800 Spooler units with Siemens Control Serial number: 2012R01903 Serial number: 2012R01904 Including Siemens Electric / Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable, Foundation	
6	2012 SAMP Wire 630 Buncher Including:	2012 SAMP Winder Type: SV8090 Serial number: 3m13t004.7.A62 2012 SAMP Buncher Type: BM 630D Serial number: 2012T01802 Including Siemens Electric / Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable, Foundation	
7	2012 SAMP Wire 630 Buncher Installation Including:	2012 SAMP SV8000M Winder Serial number: SH13T0067A06 2012 SAMP BM630D Buncher Serial number: 2012T01801 Including. Siemens Electric / Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable and Foundation	
8	2013 SAMP Wire 630 Buncher Installation Including:	2012 SAMP SV800DM Winder Serial number: SH13T006.7.A06 2012 SAMP BM630D Buncher Serial number: 2012T01801 Including. Siemens Electric/Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable and Foundation	



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<p>9</p>	<p>2013 SAMP Wire 630 Buncher Installation</p>	<p>2012 SAMP SV800DM Winder Serial number: SH13T004.7.A01 2012 SAMP BM630R Buncher Serial number: 2012T01803 Including Siemens Electric/Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable and Foundation</p>	
<p>10</p>	<p>2012 SAMP 1250 Double Twist Buncher and Lay-up</p>	<p>Machine Including: 5 x SAMP SV1250DMN-P Pay-off Stations Serial number: 2012T01902 Serial number: 2012T01903 Serial number: 2012T01904 Serial number: 2012T01905 Serial number: 2012T01906 Including SAMP APC3 Control Serial number: 2012T01901 Including Siemens Electric / Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable and Foundation</p>	
<p>11</p>	<p>2013 Da Loo Rigid 61 Wire Stranding Machine</p>	<p>Including: 4 x Da Loo Strander with mobile loader stand including 6 x Bobbin Cradles with assorted Cradles including Compaction Units with Pre-Spiraling Capacity and Motorized Geared drives, Bobbin diameter: 630mm Wire break detection unit, Beta Laser measuring Device, Laser Length Gauge and Speed Control, Capstan Winder, Tape applicator, Cable Guide and Clamping Stand, 2m Diameter Take-up installation, 4 x Da Loo Cradle with Compaction Unit, No: L3169, L3171 Da Loo Cradle with compaction unit, No: L3172, L3175 Da Loo Cradle with compaction unit, No: L3176, L3178 Da Loo Cradle with compaction unit, No: L3180, L3103 Tape Applicator, Serial number: L3116 Cable Guide, Serial number: L3180 Take-up installation, Serial number: L3190 Including Siemens Electric / Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable and Foundation</p>	



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<p>12</p>	<p>2013 Da Loo Rigid 61 Wire Stranding Machine</p>	<p>Including: 4 x Da Loo Strander with Mobile Loader Stand including 6 x Bobbin Cradles with Assorted Cradles including Compaction Units with Pre-Spiraling Capacity and Motorized Geared Drives, Bobbin diameter: 630mm Wire Break Detection Unit, Beta Laser Measuring Device, Laser length Gauge and Speed Control, Capstan Winder, Tape applicator, Cable Guide and Clamping Stand, 2m Diameter Take-up Installation, 4 x Da Loo Cradle with Compaction unit, No: L3169, L3171 Da Loo Cradle with compaction unit, No: L3172, L3175 Da Loo Cradle with compaction unit, No: L3176, L3178 Da Loo Cradle with compaction unit, No: L3180, L3103 Tape Applicator, S/N: L3116 Cable Guide, S/N: L3180 Take-up installation, S/N: L3190 Including Siemens Electric / Electronic Switchgear with Siemens Drives and Control Panel, Piping, Cable and Foundation</p>	
<p>13</p>	<p>2013 SKALTEK MP400 Coiling Machine Including:</p>	<p>Skaltek AX20-2 Pay-Off with Control Serial number ZA1105-2786-10 Skaltek MP400 Pure Coil Packer Serial number: ZA1105-2786-20 Skaltek SW4 & S04 Shrinkwrapper Serial number: ZA1105-2786-30 Skaltek S04 Drying Tunnel Including Siemens Electric/Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable and Foundation</p>	
<p>14</p>	<p>2013 SKALTEK MP240 Coil Winder including:</p>	<p>SKALTEK Flyer Pay-Off FL12-7 with Control Serial number: ZA1104-2785-10 Skaltek MP240 Pure Coil Packer Serial number: ZA1104-2785-20 Skaltek SW4 Shrinkwrapper Serial number: ZA1104-2785-30 Skaltek S04 Drying Tunnel Including Siemens Electric/Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable and Foundation</p>	

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<p>15</p>	<p>2012 SAMP 100 mm Extrusion Small Extruder Line</p>	<p>Including: Main Bobbin Cone Pay-off Station with Control Panel and Two Cone Pay-Off Stations SAMP SFR 500.1 Wire Tensioning Machine SAMP Pay off Station with Alternative Pay-Off Serial number: 2012 E007AC SAMP SEP400 Accumulator 2013 SAMP TE100 100mm Plastic Extrusion Line Including Main Control 2012 SAMP TP45 Auxiliary 45mm Plastic Extrusion Line including Main Control, Stainless Steel Cooling trough installation including Motor, Pump, Piping Stainless Steel Drying Tank including Motor, Pump, Piping Meder & Schoener, KS442 Printing Unit 12m Long Stainless Steel cooling Tunnel SAMP Change over station 12m Long Stainless Steel Drying Trough Sikora Laser Measuring Gauge Sikora Spark Tester SAMP TR800VD Capstan SAMP – Accumulator unit-SEP 400 Feeding to SAMP Automatic Change over Take-Up Station 2nd SAMP Accumulator Feeding to SAMP- AV1600 Pay Off Station Bongard – Down Coiler (Not in Use) Including Siemens Electric / Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable and Foundation</p>	
<p>16</p>	<p>2012 SAMP Medium 120mm Extruder Line including:</p>	<p>Pay-Off Station – PT2240SV Portal Machine Including Siemens Control Pay-Off Station – PT2240SV Portal Machine including Siemens Control SAMP Guidavo GC Cable Tensioning and Dancer Guide Unit SAMP TR1288C Caterpillar feeding unit SAMP TE120.25 120mm Plastic Extruder including Inoex Automatic Raw Material Loading, Filling and Blending System, Sella Chiller SAMP TE60.25 60mm Plastic Extruder including: Inoex Automatic Raw Material Loading, Filling and Blending System, 4m Long Hot Water Stainless Steel Heating Trough with Motor, Pump, Piping and Heating System, 2 x Deflection Roller-Changeover Station and Drying Tank Sikora 50mm Laser Measuring Gauge Sikora Spark Tester Beta Laser Mike unit SAMP TR1200C Caterpillar Feeding Unit 2 x SAMP Guidacavo GC Guide Boom SAMP PT 2240AV Travelling Pay-Off Stand SAMP PT 2240AV Pay-Off Stand including Siemens Electric / Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable and Foundation</p>	

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<p>17</p>	<p>2012 SAMP Medium 160mm Extruder Line including</p>	<p>SAMP Pay-Off Station – PT 2240SV Portal Machine including Siemens Control Serial number: E009QA1 SAMP Pay-Off Station – PT 2240SV Portal Machine including Siemens Control Serial number: E009QA2 SAMP Guidavo GC Cable Tensioning and Dancer Guide unit SAMP TR1800C Caterpillar feeding unit Serial number: 2012E009AC SAMP TE160 160mm Plastic Main Extruder including Automatic Raw Material loading, Filling and Blending System, Sella Heating Unit SAMP TE60.25 60mm Plastic Extruder Including Automatic Raw Material Loading, Filling and Blending System, 4m Long Hot Water Stainless Steel Heating Trough with Motor, Pump, Piping and Heating System, 2 x Deflection Roller-Changeover Station and Drying-Trough Labotec Heating Installation with Drying Hopper and Feeding Unit Stainless Steel 92m Long Cooling Trough with Drying Unit Sikora 50mm Laser Measuring Gauge Sikora Spark Tester Beta Laser length Counter SAMP Caterpillar Feeding Unit 1x SAMP Guidacavo GC Guide Stand Serial number: 2012E09BA2 SAMP PT 2240AV Portal Travelling Pay-Off Stand Serial number: 2012E009QE2 1x SAMP Guidacavo GC Guide Stand Serial number: 2012E09BA1 SAMP Pay-Off Station – PT 2240AV Portal Machine Serial number: 2012E009BB1 Including Siemens Electric / Electronic Switchgear with Siemens Drives and Control Panel, Piping, Cable and Foundation</p>	
<p>18</p>	<p>2012 SAMP 80mm Extruder SZ Line including:</p>	<p>SAMP Single Pay-Off Station – PT 2240SV Portal Machine including Siemens Control SAMP - TR800VS Capstan Serial number: 2012E006AC SAMP Gruppo SZ PER 14FILI SZ-Wire Twisting unit with Nylon Winder Serial number: 2012E006AD SAMP Caterpillar feeding unit Serial number: 2012E006AF DYNAMEX TPX363-LU Tape Applicator Rolf Schlicht Powdertechnik Talk Applicator Serial number: 13-722 SAMP 80mm Plastic Extruder including Hopper and Siemens Control Model: TE80-25 Serial number: 2012E006AH 2 x Stainless Steel Cooling Lines including Motors, Pumps, Filter, and Drying Section Sikora Laser Measuring Gauge CCE-Length measuring counter Sikora Spark Tester SAMP TR800C Caterpillar feeding unit Serial</p>	

		<p>number: 2012E006AR SAMP SEP Vertical Accumulator SAMP Pay-Off Station – PT 2240AV Portal Machine including Siemens Control Serial number: 2012E006AT Including Siemens Electric / Electronic Switchgear with Siemens drives and Control Panel, Piping, Cable and Foundation</p>	
19	<p>2012 POURTIER Drum Twister 2200 Laying Up and</p>	<p>Armoring Line to twist 4core wire cable together including 4 x POURTIER A2/3 Twister with Lifter Table Serial number: 2012E006AC 2012 POURTIER Spiral Controller unit 2012 POURTIER Tape applicators, Wire Tensioning Stand, Rotating Die-holder 2012 POURTIER Rotating Caterpillar 2012 POURTIER 2.2m diameter rotating Take-up unit with Lifting Table including Siemens Electric / Electronic Switchgear with Parker drives and Control Panel, Piping, Cable and Foundation</p>	
20	<p>2012 POURTIER Lay Up & Armouring – Single Twist</p>	<p>Line including: 2012 POURTIER A1/A2 2M Diameter Rotating Pay-Off Twister with Lifter Table Serial number: 20120212903114 2012 POURTIER A1/A2 2M Diameter Rotating Pay-Off Twister with Lifter Table Serial number: 2012-0212-903114 2012 POURTIER A2/A2 4 x Static Pay-Off units Serial number: 2012-0212-310801 Serial number: 2012-0212- 310802 Serial number: 2012- 0212-310803 Serial number: 2012-0212-310804 2012 POURTIER 2 x Galvanised Wire Pay-Off stations with Wire Break Detection 2012 POURTIER Die Block B1 Serial number: 1296- 0212-3110 Tape Applicator Serial number: 1296-0212-3101 1 x Galvanised B2 Wire Guide- Lay Plate stations Serial number: 1296-0212-3112 1 x Rotating B2/1 Die Plate Serial number: 1296-0212-3112 1 x Tape D2 Applicator Serial number: 1296- 0212-311302 2012 POURTIER F1/1 2m Diameter Rotating Take-up Unit with Lifting Table Serial number: 1296-0212- 903115 Including Siemens Electric/Electronic Switchgear with Parker drives and Control Panel, Piping, Cable and Foundation</p>	

<p>21</p>	<p>2012 POURTIER – 2.2m Armouring – Line</p>	<p>Including: 2012 POURTIER A1 2.2m Diameter Rotating Pay-Off unit with 8 Ton lifting table Serial number: 1296-211-3099 2012 POURTIER A1/A2 2.2m Diameter Rotating Pay-Off Twister with Lifter Table Serial number: 2012-0212-903114 2012 POURTIER 2 x Wire feeding Pay-Off Stands with 56 Wire Input Feeder, with Wire break detection, Assorted Swift Feeding Wire Deflection Stands and Galvanised Wire Tensioner-Guide Type: G2 Serial number: 1296-0211-10 2012 POURTIER D1 Rotating Die Block B1 Serial number: 1296-0211-310401 2012 POURTIER D2 2 x Tape Applicator Serial number: 1296-0212-211302 2012 POURTIER E1 Rotating and Pulling Caterpillar Serial number: 1296-0211-310T 2012 POURTIER F1/1 2.2m Diameter Rotating Take-up Unit with Lifting Table Serial number: 1296-0212-903115 Serial number 1296-0211-10 Type: 61 Including Siemens Electric / Electronic Switchgear with Parker drives and Control Panel, Piping, Cable and Foundation</p>	
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Additional photos can be seen on www.whauctions.com

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