

12 Johan Road Honeydew 2040 Tel: (010) 125-0322 VAT. No. 4310228319 P.O. Box 3126 Honeydew 2040 Fax: 086 615 7791 wesley@barcoauctioneers.co

# **TENDER DOCUMENT**

LIQUIDATION TENDER

## Final offers to be sent before closing on 17 July 2025 @ 16:00

VIEWING at BARCO Auctioneers by appointment

12% PLUS Vat, Buyers commission to be added to offer Price

VAT Applicable

Lot	Image	Description	Price - Ex Vat - R
1		TADANO TR250m Mobile Crane. 25 Ton. 1994 Model. 18 000 Hours.	

### Important Notification: !Please ensure to understand the below!

Offers per lot should be completed and submitted. Once the tender closes, the Auctioneer will take the highest bid and notify all buyer of the highest bid. All buyers will then have a final opportunity to counter the highest bid and that bid will be final and invoiced.

#### Location:

At the premises of BARCO Auctioneers, 12 Johan Road, Honeydew.

#### **Required Documentation:**

FICA Documents (ID and proof of Res.)

BARCO AUCTIONEERS (PTY) LTD 12 JOHAN RD HONEYDEW 2040

VAT NUMBER: 4310 228 319

www.barcoauctioneers.co.za info@barcoauctioneers.co.za

TEL: (010) 125-0322 CELL: 082 823 3361

#### **TERMS AND CONDITIONS**

#### PLEASE SIGN THIS PAGE AND EVERY PAGE HEREAFTER

- \* IT IS THE TENDERERS RESPOSIBILITY TO READ THE FULL TERMS AND CONDITIONS
- \* VAT IS APPLICABLE ON ALL THE LOTS
- \* 12% BUYERS COMMISSION PLUS VAT WILL BE CHARGED ON ALL THE LOTS
- \* A DOCUMENTATION FEE OF R 750,00 WILL BE CHARGED ON ALL VEHICLE SALES
- \* VIEWING BY APOINTMENT ONLY
- \* FULL PAYMENT BY NO LATER THAN 24 HOURS AFTER ACCEPTANCE
- \* ONLY EFT PAYMENT ACCEPTED
- \* A VALID TV LICENCE MUST BE PROVIDED FOR ALL TELEVISION SETS (If Applicable)
- \* A COPY OF THE PURCHASER'S I.D. AND FICA DOCUMENTS IS COMPULSARY
- \* ONLY SUCCESSFUL PURCHASERS WILL BE NOTIFIED WITHIN TEN (10) WORKING DAYS AFTER THE CLOSING DATE
- \*ALL PROSPECTIVE BIDDERS ARE REQUIRED TO REGISTER FOR THIS TENDER SALE

ALL TENDERS TO BE ELECTRONICALLY SENT TO THE FOLLOWING E-MAIL ADDRESS

info@barcoauctioneers.co.za

Alternatively Tenders can be sent via WhatsApp to 062 576 7196

DATE	SIGNATURE

#### TERMS AND CONDITIONS

- 1. By Bidding for any lot/s included in this Tender Sale the Bidder confirms that he/she accepts the Terms and Conditions and is bound thereby.
- 2. Accepted Tenders will be notified within 3 working days after the closing date and a purchase will be sent for payment.
- 3. Payments to be made by no later than 24 hours after notification has been sent to the Purchaser.
- 4. Once payments are verified by Barco Auctioneers arrangement can be made for the collection of the lot/s.
- 5. The Purchaser shall be liable for the removal of their lot/s at their own expense and their own labour.
- 6. If a bid or offer has been accepted and allocated to a Purchaser and the Purchaser does not honour the sale or payment thereof, the Purchaser shall be fined a R 2000,00 penalty and forfeit any claim to his/her Tender.
- 7. The Seller is the sole owner of the goods and Barco Auctioneers acts as an agent for and on behalf of the Seller and does not have any rights, title or interest in the ownership of these goods and does not accept any liability to any third party with regard to these goods.
- 8. A Tender Sale is a private treaty sale in which the Seller reserves the right to refuse an offer at any time without any justification or explanation. The Seller reserves the right to merge or split some lots and to withdraw any items from the Sale.
- 9. Barco Auctioneers reserves the right not to accept the highest bid or any other bid.
- 10. Barco Auctioneers reserves the right to negotiate with the Buyer a better price if the Seller rejects the highest bid.
- 11. The negotiated price shall not be less than the highest bid received.
- 12. The Seller or the Auctioneer reserves the right to withhold delivery of items to any successful bidder until full payment is received.
- 13. Buyers will take full responsibility for the items as soon as final payment is received by Barco Auctioneers.
- 14. If it appears that an item cannot be delivered, totally or partially, by the Seller, for any reason whatsoever, Barco Auctioneers will be authorized to declare the sale null and void, after which Barco Auctioneers and/or the Seller will reimburse payments to the Buyer, but not be liable to pay any damages to the Buyer.
- 15. Each and every lot will be sold AS IS, WHERE IS, with no guarantees or warranties, express or implied. All information regarding the lot/s in the catalogue are statements of opinion only and shall never imply any guarantees as to the correctness of any information supplied either verbally or in writing about any lot.
- 16. Pictures or videos supplied by the Seller or the Auctioneer is for the Buyers convenience only and it is the Buyers responsibility to familiarise himself with the lot/s he/she is offering on.
- 17. All goods are sold "Voetstoots" without any warranties whatsoever. The Auctioneer shall not be liable in any way for any error or inaccuracies in the description or identification of the goods. The buyer is responsible for checking the goods and in making a bid shall be deemed to have made himself fully acquainted with the goods for which he/she bids.
- 18. The Auctioneer's sole obligation and responsibility shall be to exhibit goods placed with him and solicit offers or bids in respect thereof in such manner and such times as the Auctioneer may determine in his sole and unfettered discretion.

DATE	SIGNATURE

- 19. Where the Auctioneer accepts any bid or offer, he is in doing so, merely communicating the acceptance of the Seller and incurs no contractual obligation or liability on his own behalf.
- 20. The contents of any advertisement, catalogue or other promotional material issued in respect of any lot/s or part thereof, is not warranted and no bid shall be made or accepted other than in terms thereof.
- 21. Unless the highest bid is for an amount of less than the reserve or minimum price placed on any lot, the highest bidder shall be declared the Purchaser.
- 22. Should any dispute arise between two or more bidders the Auctioneer shall in his sole and unfettered discretion be entitled to put the lot/s up for Tender again, or declare any of the disputing parties to be the Purchaser without prejudice to any claim which the Auctioneer or Seller shall have for damages.
- 23. The Auctioneer's decision shall at all times be final.
- 24. Ownership in and to any lot/s shall pass to the Purchaser thereof when the purchase price and all other amounts payable have been paid in full.
- 25. All bids are exclusive of VAT, and where applicable, VAT will be added at the current rate to the Purchaser's invoice.
- 26. The Auctioneer's Tender document or catalogue shall be final and binding and shall be conclusive proof of anything contained therein for the purpose of litigation, provisional sentence, summary or default judgements.
- 27. The Purchaser chooses as his domicillium citandi executandi, the address given by him/her on the registration form.
- 28. Where the Auctioneer or Seller gives assistance to the Buyer in connection with the removal, loading or dismantling of any lot/s, such assistance is given entirely at the Buyer's risk.
- 29. The Auctioneer certifies that, to the best of his knowledge and belief, these Conditions of Sale comply with Section 45 and the Regulations of the Consumer Protection Act 68 of 2008.
- 30. The Buyer declares to be duly entitled to sign and purchase the items on behalf of his/her company/ cc/trust and agrees with the Terms and Conditions.
- 31. Any person bidding on behalf of a company must produce a letter of authority on the letterhead of the company as well as a copy of a resolution authorising him/her to do so.
- 32. Whether the Seller or the Auctioneer shall be entitled to institute action against the Purchaser in any Magistrate's Court having jurisdiction over the Purchaser notwithstanding that the amount in dispute may exceed the jurisdiction of the Magistrate's Court and the Purchaser consents to the jurisdiction of the Magistrate's Court accordingly. Notwithstanding the foregoing the Seller or the Auctioneer shall be entitled to institute action in the Supreme Court of South Africa and the parties hereto consent to the jurisdiction of the Supreme Court of South Africa (Witwatersrand Local Division).
- 33. Should the Seller or the Auctioneer institute action against the Buyer arising out of this agreement any costs which may be awarded against the Purchaser shall be calculated on the scale between Attorney and client.
- 34. These Terms and Conditions form the sole basis on which the parties transact and no variation, alteration, notation or cancellation of this agreement of any of the Terms hereof shall be of any force of effect unless reduced to writing and signed by all the parties concerned.

DATE	SIGNATURE

# **REGISTRATION FORM**

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS AND THAT I AM BOUND BY THE TERMS AND CONDITIONS

NAME AND SURNAME:
COMPANY NAME (IF APPLICABLE):
VAT NUMBER:
I.D. NUMBER:
PHYSICAL ADDRESS:
POSTAL ADDRESS:
BUSINESS TEL:
HOME TEL:
CELL NUMBER:
E-MAIL ADDRESS:
DATE:
SIGNATURE: