

**REVENTER (PTY) LTD, TRADING AS REVENTER ONLINE AUCTIONS, REG NUMBER
2020/761987/07**

TERMS AND CONDITIONS

Reventer is a business in the Online Auction industry that caters for all users that want to sell or buy products online.

Delivery policy Subject to availability and receipt of payment, requests will be processed within 5 days and delivery confirmed by way Collection

The offering on this website is available to South African clients only.

Return and Refunds policy Please see cancelation and refund policy here:
https://reventer.co.za/refund_policy

Customer Privacy policy Reventer shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569.

Payment options accepted Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the Reventer bank account, the details of which will be provided on request.

Card acquiring and security Card transactions will be acquired for Reventer via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. DPO PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za

Customer details separate from card details Customer details will be stored by Reventer separately from card details which are entered by the client on DPO PayGate's secure site. For more detail on DPO PayGate refer to www.paygate.co.za to view their security certificate and security policy.

Merchant Outlet country and transaction currency The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

Country of domicile This website is governed by the laws of South Africa and Reventer chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, Physical Address: Plaas Kliprivier, Raikin Pas, 0513

Reventer may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Company information This website is run by Reventer (private company) based in South Africa trading as Reventer and with registration number 2020/761987/07 and P van Heerden (Director(s)/Member(s)/Owner(s)).

Reventer contact details Company Physical Address: Plaas Kliprivier, Raikin Pas, 0513
Email: info@reventer.co.za Telephone: 012 348 9756

DEFINITIONS

- a. **"Binding Agreement"** means an agreement concluded when an item registered for an auction receives an offer equal to or higher than the reserve price which offer is made by a registered buyer;
- b. **"Buyer"** means a person, firm or company who makes a bid for, and/or purchases, any goods or services offered for sale on this Site;
- c. **"Third party"** means any company / Merchant or business making use of reventer.co.za to present or host auctions in the name of that third party
- d. **"Terms and conditions"** means this terms and conditions and any other terms and conditions set for a specific auction by a third party as displayed here or on the catalogue of any specific auction by a Third Party
- e. **"Commission"** means the costs paid to Reventer being the platform and the sole reason for the Seller and the Buyer concluding an agreement. The commission / costs of Reventer can be payable by the either the Seller or the buyer on conclusion of a binding agreement as determined by the Terms and Conditions per specific auction as indicated on the catalogue of that specific auction. If any uncertainty arises, "commission" is payable by the seller.

Commission structures can vary from time to time and Industry to industry and from auction to auction.

Whether the Terms and Conditions determine that either Buyers or Sellers will pay a buyer or sellers commission, the Third Party remains responsible for payment of Reventer's commission

f. **"Item"** means all or any product or service offered for sale, auction or tender on this website;

g. **"Offer"** means an offer made by an Offeror to the Seller to purchase an Item for utilizing the Website;

h. **"Offeror"** means a registered User wishing to make Offers for Items from Sellers on the Website;

i. **"Person"** means any person, company, close corporation, trust, partnership or other entity;

j. **"Purchase Price"** means the purchase price payable for any Item, being the highest Offer made in respect of a that Item at the expiry of the offer period for that Item, which amount is exclusive of VAT and higher or equal to sellers reserve price.

k. **"Purchaser"** means the Offeror with the highest Offer and which is accepted in respect of a specific Item at the expiry of the offer period and accepted by the seller regardless if the Reserve Price were met for that Item;

l. **"Reventer"** shall mean a company duly registered under the Laws of the Republic of South Africa with registration number: 2020/761987/07 trading as "Reventer online auctions" and reventer.co.za

m. **“Reserve price”** means the minimum amount that a Seller is prepared to accept for an item listed in an auction. Should the **reserve price** not be achieved, a sale will be subject to the Seller’s confirmation and will not be automatically concluded; If the Seller decides to accept the highest bid, even if that bid is lower than the Reserve Price for an Item, the Item will be considered sold to that highest bidder.

n. **“Pre-bid”** means an amount offered by a potential buyer prior to the start of the auction. Any pre-bid will automatically become the starting price during the forward bidding process. During the Reverse auction process the highest pre-bid received on a specific item will become the winning bid when no other higher bids were made during the auction

o. **“Sale Agreement”** means a binding agreement concluded between the Seller and the Purchaser.

p. **“Seller”** means a person or an entity loading an Item on the Website for the purposes of receiving Offers;

q. **“Service”** shall mean the trading of Items by means of the use of this site;

r. **“www.reventer.co.za”** is an online trading service operated by Reventer (Pty) Ltd

s. **“VAT”** means value-added tax as levied from time to time in terms of the Value-Added Tax Act, 1991, as amended;

t. **“We”** shall collectively mean the Sellers of vehicles and Reventer;

u. **“Website”** means www.reventer.co.za;

v. **“You”** shall mean each and every user who makes use of this site;

w. **“Merchant”** shall mean a person or company that may use Reventer (Pty) Ltd online auction platform reventer.co.za, from time to time to offer products, goods or services to registered users by way of online auctions.

1. REGISTRATION

1.1 In order to use any of the site’s options you will first be required to register as a user.

By your registration, you unconditionally and irrevocably consent to your use of this site (and all transactions concluded on it) being subject to the terms and conditions contained herein or published on the catalogue of specific auctions by Third Parties from time to time.

1.2 Registration can only take place by completing the registration form which is available on the site. All prospective users are required to fully complete a registration form. Registration will be conditional upon acceptance of these conditions of use and continued compliance therewith

1.3 By completing a registration form you agree that Reventer or the Seller or their nominated agents may undertake the necessary credit checks on you and / or your business. Should you not agree to this clause Reventer and / or the Seller reserves the right to refuse registration as a user or prevent you from using this site where it is later found that you have circumvented this procedure.

1.4 On registration you will choose a Login ID and password. It is your responsibility to protect such password and you hereby indemnify Reventer and all Sellers against any loss or damage which may arise as a result of the unauthorised use of your password.

2. USER CONDITIONS

2.1 When registering as a User:

You agree and warrant to each Buyer and Seller and separately to Reventer that:

2.1.1 Your information as provided in your registration form:

2.1.1.1 Is accurate and not false, misleading, deceptive or fraudulent;

2.1.1.2 Does not breach any Intellectual Property Rights of a third party;

2.1.1.3 Is made in compliance with all applicable laws, government regulations or guidelines;

2.1.1.4 Is not forged, threatening or offensive or otherwise constitute harassment;

2.1.1.5 Does not contain confidential information or trade secrets of a third party unless you have obtained the consent of the third party owner;

2.1.1.6 Will not defame (libel or slander) another person, transmit misleading or inaccurate information of any nature, whether of a personal or commercial nature;

2.1.2 You will not by virtue of your use of this site insert any matter which contains any viruses, worms, trojan horses or other invidious programs or data, whether attached to or embedded in other programs or data or not, which may result in the failure of this site;

2.1.3 You agree that we may and will monitor your conduct if we believe that you are not complying with the terms of this Agreement. If we do, then we will respect your confidentiality, unless: such behaviour constitutes a crime or the law compels or requires that the Seller or Reventer divulges such information to the relevant authorities;

2.1.4 You have the legal capacity to enter into this agreement and purchase any item that you bid for, and, will not otherwise be breaching any law in purchasing such item/s;

2.1.5 You will not bid for any items products or services on this site unless you are able, and have sufficient, available capacity to pay for such item/s;

2.1.6 The purchase of any item/s on this site is done absolutely at your own risk;

2.1.7 To the extent permitted by law, the Seller may exclude all terms, conditions and warranties whether express, implied, statutory, common law, or otherwise, relating to the items, in all of the Sellers dealings in connection with the item that you may purchase from the Seller on this site;

2.1.8 You are responsible for updating your details from time to time.

2.2 When registering as a Merchant:

You agree and warrant to each Seller and separately to Reverter that:

2.2.1 Your information as provided in your registration form:

2.2.2 Is accurate and not false, misleading, deceptive or fraudulent;

2.2.3 Does not breach any Intellectual Property Rights of a third party;

2.2.4 Is made in compliance with all applicable laws, government regulations or guidelines;

2.2.5 Is not forged, threatening or offensive or otherwise constitute harassment;

2.2.6 Does not contain confidential information or trade secrets of a third party unless you have obtained the consent of the third party owner;

2.2.7 Will not defame (libel or slander) another person, transmit misleading or inaccurate information of any nature, whether of a personal or commercial nature;

2.3 You will not by virtue of your use of this site insert any matter which contains any viruses, worms, trojan horses or other invidious programs or data, whether attached to or embedded in other programs or data or not, which may result in the failure of this site;

2.4 You agree that we may and will monitor your conduct if we believe that you are not complying with the terms of this Agreement. If we do, then we will respect your confidentiality, unless: such behaviour constitutes a crime or the law compels or requires that the Seller or Reverter divulges such information to the relevant authorities.

2.5 You have the legal capacity to enter into this agreement and purchase any vehicles that you bid for, and, will not otherwise be breaching any law in purchasing such item/s;

2.6 You will not bid for any on this site unless you are able, and have sufficient, available capacity to pay for such item/s;

2.7 The purchase of any item/s on this site is done absolutely at your own risk;

2.8 To the extent permitted by law, the Seller may exclude all terms, conditions and warranties whether express, implied, statutory, common law, or otherwise, relating to the item/s, in all of the Sellers dealings in connection with the item, product or service that you may purchase from the Seller on this site;

2.9 You are responsible for updating your details from time to time.

3. AUCTION TERMS AND CONDITIONS

3.1 All Users and Merchants agree that;

3.2 the terms and use conditions of reverter.co.za may change from time to time as will be published on our website;

3.3 Reverter does not offer any goods products or services via our online auction platform reverter.co.za to any third party, nor do we claim to be the owner thereof or give any guarantees on any product, item or services offered;

3.4 Reventer makes use of and offer an “available online credit” function for Merchants to manage participation of users during any online auction and all parties agree that “available online credit” does not mean that a credit agreement exist between any registered user, Reventer and or the Merchant;

3.5 Accept for Reventer’s terms and conditions each user will have to register with each Merchant before any auction held by such Merchant and agree to that Merchants terms and conditions;

3.6 User participation on or during any online auction will be regulated by the Merchants and all parties agree that Reventer can not be held responsible for the denial of participation in any online auction held by a Merchant on reventer.co.za;

3.7 Merchants guarantee that all items products or services offered will be an accurate description of that products, items or services free of any misrepresentations;

3.8 Merchants guarantee that all items, products or services sold on any auction on reventer.co.za are in stock and immediately ready for collection / delivery after any successful sale during an auction;

3.9 Users that buy any product from a Merchant on an Reventer online auction guarantee that he has the financial means to make immediate payment for any item, product or services bought from a merchant on reventer.co.za;

3.10 Users agree that when they bid on any item on any auction from any Merchant on reventer.co.za they are doing so with the intent to buy such product, item or service and that User is well informed on what they are buying;

3.11 Users and Merchants acknowledge and agree that no payments for any items, goods or services bought on any online auction will be made to Reventer but directly to the Merchant. Parties therefore also acknowledge and agree that Reventer can not and will not make any refunds for any goods, items or services bought and paid for on reventer.co.za;

3.12 All Merchants must have a clear refund policy in their Terms and Conditions for all auctions held on reventer.co.za;

3.13 Reventer does not act as agent for either the Seller or the Buyer in either the making of the offer, by the placement of the goods on the site for auction, the acceptance of such offer nor the acceptance of the bid by the seller;

3.14 Reventer reserves the right to cancel any auction, item, product or service offered by a Third party at its sole discretion;

3.15 If a clause the terms and conditions of this agreement should be found not legal all other clauses will remain in place and binding to all users.

4. Trading on this Site

4.1.1 As we are not involved in any sale and purchase of any items, goods and services on this Site, save for providing a platform for an auction of goods and services, you hereby agree and acknowledge that we:

4.1.2 are not, nor do we represent or hold ourselves out as the manufacturer or agent of any such manufacturer or sales representative of any such manufacturer, of any items or goods offered for sale on this Site;

4.1.3 Reventer (Pty) Ltd have absolutely no control over, nor do we represent or hold out that we have any control over any one or more of the circumstances described herein;

4.1.4 have absolutely no control over whether, nor do we represent or hold out that, the goods and services offered for sale on this Site are legally able to be sold;

4.1.5 we cannot guarantee, nor do we represent or hold out that the descriptions of any goods and services on this Site will be accurate;

4.1.6 have absolutely no control over, nor do we represent or hold out that a Seller or Buyer will perform their respective sale and purchase obligations of goods or services auctioned on this Site;

4.1.7 cannot and do not control, nor do we represent or hold out that a Buyer will pay for the goods and services that he/she has successfully bid for in an auction on this Site;

4.1.8 cannot and do not control, nor do we represent or hold out that any goods and services will be delivered to a respective Buyer by the respective Seller;

4.1.9 cannot and do not represent nor hold out that we can confirm that each Buyer and Seller is who they claim to be;

4.1.10 cannot and do not represent or hold out that we can exercise any practical control over what feedback, comments or rating scores will be provided about you cannot and do not, nor do we represent or hold out that we can or could, despite any credit checks we may have undertaken, confirm any matters relating to any credit card details supplied to us by a Buyer or Seller (as the case may be) under this Agreement, including without limitation, that the:

4.1.10.1 credit card details of any Buyer or Seller (as the case may be) are correct;

4.1.10.2 credit limit has not been exceeded;

4.1.10.3 credit card has not been reported stolen;

4.1.10.4 Buyer or Seller is entitled to authorised use of the credit card; or

4.1.10.5 credit card is otherwise being lawfully used;

4.1.11 will not become involved in any dispute between any Buyer and Seller arising out of, or in connection with, the completion of any sale and purchase of any goods or services on this Site, or with this Agreement, we do however reserve the right at our sole discretion to mediate between two parties should the conduct of either party impact on the reputation and or image of our business.

5.1 Should you as the Seller or Buyer obtain any personal information pertaining to a Buyer or Seller, as the case may be, for any or all purposes listed in clause 2.1.1 and 2.2.1 of this Agreement, you hereby represent and warrant to us, the Seller or Buyer, as the case may be:

5.1.1 that you will comply with the provisions of the Protection of Personal Information Act, insofar as it applies, in processing any and all personal information pertaining to such persons whether obtained from Reventer, the Seller or Buyer themselves.

6. In trading on this site, you agree and acknowledge that we cannot and do not, nor do we represent or hold out that we can or could control:

6.1 1 how the Seller or Buyer processes your personal information;

6.1.2 whether the Seller or Buyer processes your personal information in accordance with the Protection of Personal Information Act insofar as the Act applies; and/or

6.1.3 where or to whom your personal information is transferred by the Seller or Buyer during or after the sale or purchase of any good

7. Provision of Services

7.1 We will provide you with the Services.

7.2 You agree to provide all necessary equipment, network connections and software to access this Site.

7.3 You agree that Reventer may restrict and/or terminate its services to you at any point in time if Reventer, in its sole and absolute discretion, elects to do so and without having to furnish any reasons for doing so.