BIDDERS CHOICE (PTY) LIMITED
Reg: 2012/0123036/07
CNR ATTERBURY ROAD & JOLLIFY MAIN ROAD
MOOIKLOOF OFFICE PARK WEST, BUILDING 12, PRETORIA, 0081
Duly represented by: PIETER GELDENHUYS
(The "AUCTIONEER")

OFFER TO PURCHASE:

MOVABLE ASSETS

Offered between:

PURCHASER: _____

ID/REGISTRATION NO: _____

(Hereinafter referred to as the "Purchaser")

And

SISHEN IRON ORE COMPANY (PTY) LIMITED
REGISTRATION NO: 2000/011085/07
(SISHEN MINE)

(Hereinafter referred to as the "Seller")

WHEREAFTER

1.1 The Seller is the owner of the "**Sale Items**" as per ''Annexure A'' consisting of:

Lot 003: Komatsu Lower Bodies (Part No: VJ4028) – Unused
Available: 58

1.2 The Seller wishes to sell the Sale Item/s to the Purchaser, and the Purchaser wishes to purchase the Sale Item/s from the Seller.

NOW THEREFORE the Purchaser offers to purchase the Sale Item/s from the Seller on the following terms:

2.1 The Purchase price of "item 1.1" is the amount of:

Lot	Description	Currency	Unit	Purchase Price (excl. VAT)
003	Komatsu Lower Bodies (Part No: VJ4028)	ZAR	Each	

x (Quantity): _____

Total ZAR (excl. VAT): **ZAR** _____

12% Buyers Premium: **ZAR** _____

Gross Amount ZAR (excl. VAT): **ZAR** _____

15% VAT: **ZAR** _____

Total Offer Amount (Incl. VAT & BP): **ZAR** _____

Is payable as follows:

a) 12% (Twelve percent) non-refundable deposit within 24 HOURS after acceptance of this Offer.
b) The balance of the purchase price within 7 (Seven) calendar days after acceptance of this Offer.

2.2 All payments by the Purchaser will be made into the trust account of Bidders Choice (Pty) Ltd:

Bank: Nedbank
Account: 1034 324 918
Branch Code: 198 765

Purchaser: _____

Auctioneer: _____

2.3 Ownership of the Sale Item/s will remain with the Seller until full payment of the purchase price has been made in respect of the Sale Item/s purchased.

3.1 The Purchaser confirms that the Sale Item/s has been examined and that he is satisfied with the condition thereof. The Sale Item is sold "*voetstoots*" and "*as is-where is*".

3.2 The Purchaser confirms that he has duly familiarised himself with the terms and conditions of the Seller, to dismantle and remove the Sale Item, and that he has done the necessary due diligence in terms of dismantling and removing the Sale Item/s.

3.3 The Purchaser agrees to the terms and conditions as set out in the 'Bidders Choice Standard Terms and Conditions', attached as "Annexure B". The Purchaser agrees that its offer to purchase the Sale Item in terms of this offer is subject to the terms and conditions as set out in the Bidders Choice Standard Terms and Conditions.

3.4 The Purchaser shall be responsible at its own cost and risk for the removal of the Sale Item/s. The Purchasers' estimated time frame to remove the Sale Item/s from the site: _____

3.5 If the Sale Item is not removed from site before or on the clearance date as per point 5.1(a) below, the Seller will charge the Purchaser storage fee of ZAR 500.00 excl. VAT per day per item from the first day of breach of contract up until the final date of removal.

4.1 Should the Purchaser neglect to comply with any of the provisions of this offer to purchase and the Bidders Choice Standard Tender Terms and Conditions, a notice will be sent out and the Purchaser will be given 5 (Five) days to remedy such breach. If the Purchaser fails to rectify its breach within the 5 (day) period referred to above, this offer will terminate automatically, and the Seller will be entitled to keep the already paid purchase price.

In the case that this offer automatically terminates due to a breach, all payments that have already been made by the Purchaser will be retained by the Seller as "roukoop" and pre-estimated damages.

5.1 The Seller indicates its acceptance of the offer made by the Purchaser in this offer to purchase by countersigning this offer in the field provided below.

Purchaser: _____

Auctioneer: _____

Signed at _____ on this _____ day of _____ 2026.

_____ _____

Purchaser **Witness**

Signed at _____ on this _____ day of _____ 2026.

_____ _____

Auctioneer **Witness**

Signed at _____ on this _____ day of _____ 2026.

_____ _____

Seller **Witness**

Version 3.mc
2024/06

Purchaser Details:

Company Name: _____

Company Registration No: _____ VAT No.: _____

MR/MRS/MS: _____

Identity no. *(if private individual)*: _____

Address: _____

Contact details: (Work): _____ (Mobile): _____

(Email): _____

Purchaser: _____

Auctioneer: _____

“ANNEXURE A”

VJ4028
BODY LOWER
ASSEMBLY

KOMATSU
GENUINE PARTS
MADE IN
USA
PART No.
PART NAME
QTY
VJ4028
LOWER BODY A
1
printed by manderson
08/12/2025 12:00:59

"ANNEXURE B"

MC068T – Tender

BIDDERS CHOICE (PTY) LTD STANDARD TENDER TERMS & CONDITIONS – MOVEABLE ASSETS

By participating in this Tender, you consent to be bound by these terms and conditions as well as any additional terms that may be imposed by the seller in the Offer to Purchase. For the purposes of these terms and conditions, we refer to any person or entity offering to buy any Sale Item/s as a "Purchaser" regardless of whether any contract of sale is concluded.

1. Confidentiality

The Auctioneer agrees that it will protect the information disclosed by the Purchaser using the same standard of care that the Auctioneer applies to its own proprietary, secret or confidential information and that the information will be stored and handled in such a way to prevent any unauthorised disclosure thereof.

2. Submission and Closing Date

All offers must be emailed to **tenders@bidderschoice.co.za** by no later than close of business,

- **Friday, 30 October 2026 @ 17:00 (SA Time)**

No offer to purchase received after the closing date and time will be accepted by the Auctioneer, nor the Seller.

The Auctioneer and the Seller does not bind itself to accept the highest offer, nor to supply any reason for the rejection of any offers received.

3. Purchasers Obligations

(a) Payment

1) All amounts offered shall be in ZAR currency. All payments will be made in the ZAR value of the offer given in the offer to purchase, according to the payment terms, irrespective of the exchange rate at the time of payment.
2) Any bank charges in respect of conversion or transfer of monies shall be met by the buyer.
3) VAT of 15% will still apply if the Sale Item/s are exported. NO zero-rated VAT invoices will be issued.

(b) Collection/Removal

Unless otherwise provided for in the specific offer to purchase, the Purchaser will:

1) Remove the Sale Item/s from the Seller's premises during normal business hours and not later than the Clearance Date/Removal Date for the Sale Item/s in question and this condition shall be of the essence of the contract.
2) Only remove the Sale Item/s by prior arrangement with, and subject to the supervision of the Seller.
3) Not be permitted to remove any Sale Item/s it has purchased from the Seller's premises until all sums due in respect thereof have been paid.
4) Be responsible for the removal and insurance of the Sale Item/s at its own expense.

If, in the Auctioneer's opinion, removal of any Sale Item/s or part thereof will be likely to cause serious damage to the Seller's premises, or any other damage which the Purchaser is either unable or unwilling to rectify, the Auctioneer may by notice to the Purchaser rescind the sale of such Sale Item/s or permit the removal thereof from the premises to proceed subject to such conditions as it may think fit to impose.

Initial:_____

The Auctioneer shall have no responsibility to disconnect utilities to the Sale Item/s including but not limited to electric, gas, waste, and water lines.

Should any party claim possession of or title to all or part of any Sale Item/s prior to its removal from the Seller's premises, the Auctioneer reserves the right to rescind the sale thereof or to remove or permit the removal thereof from the Seller's premises subject to such conditions as it may think fit to impose.

4. Purchasers' responsibilities and conduct

The Purchaser will be responsible for all damage that it, its carriers, or its agents may do to the property of any third party (and, in particular, to the Seller's premises) in removing the Sale Item/s it has purchased. Should the Auctioneer consider such damage likely to occur, it may require the Purchaser to deposit such sum of money with the Auctioneer, by way of security for the costs of reinstating that part of the premises likely to be damaged by the removal of any Sale Item/s, as the Auctioneer may require. Should the Purchaser refuse to deposit such monies, the Auctioneer may refuse the Purchaser access to the Seller's premises for the purpose of collecting all or any of the Sale Items/s it has purchased or rescind the sale of such Sale Item/s.

By signing the Offer to Purchase the Purchaser represents warrants and undertakes that it has the authority and capacity to enter such offer and close the transaction and that any offer that it makes constitutes an irrevocable offer to buy the Sale Item/s in question for the full amount of the offer.

5. International statutory compliance exclusion

(a) It is expressly brought to the Purchasers attention that, at the time of sale, any item of plant, machinery or equipment contained in the Sale Item/s:

Unless otherwise provided for in the specific offer to purchase, the Purchaser will:

1) may not necessarily comply with the Occupational Health and Safety Act 1993, National Environmental Management Act 1998, Environmental Conservation Act 1989 or any other South African Legislation Regulations, Directives, or their applicable laws or equivalent or similar laws in any relevant jurisdiction or/and
2) could contain blue or white asbestos, hazardous substances, dangerous chemicals etc. which if not handled correctly during their removal from a site could be in breach of the Environmental Conservation Act, Occupational Health and Safety Act 1993, or any other current legislations covering the use of such substances in a working environment in South Africa, Southern African Development Community ("SADC"), the UK, the EC, the United States, or any other relevant jurisdiction.

(b) The Purchaser undertakes to:

1) remove, ship and use any purchased plant and equipment within South Africa or SADC or any other relevant jurisdiction in a way that does not contravene any relevant legislation and in full compliance with all applicable health and safety standards and regulations,
2) comply with all current applicable legislations in any relevant jurisdiction and reasonable instructions by the Auctioneer in relation to the removal/disposal of waste including hazardous waste.
3) comply with all applicable export or import control or related laws or regulations and not to violate any applicable local, state, national or international law, statute, ordinance, rule or regulation.

The Purchaser acknowledge that the Auctioneer is not the exporter of any asset unless expressly stated. The Auctioneer gives no representation or warranty concerning and has not conducted any investigation to ascertain which items, if any, constitute, for example, "Restricted Technology" for US law purposes or whose export is otherwise restricted under applicable law. The Auctioneer and the Seller reserve the right to cancel or rescind any sale at any time if either of them determines, in its absolute discretion, that the sale does or may violate applicable export or import control or related laws and regulations.

6. Transfer of risk

6.1) Ownership and all profit or loss of the Sale Item/s shall only pass to the Purchaser on date of acceptance of the safety file, from which date onwards the Purchaser shall liaise with a duly appointed representative from the Seller in terms of the dismantling and removal of the Sale Item/s.

6.2) The Auctioneer shall not be responsible for any profit or loss in terms of dismantling and removal.

7. As Is

All goods are sold "AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT RECOURSE". Illustrations, pictures and/or videos posted on the online catalogue are for the convenience of the Purchaser only. The Seller and the Auctioneer has used its reasonable endeavours to ensure that the description of each Sale Item appearing on the online catalogue are accurate, but the Purchaser relies upon such description at its own risk. The Purchaser should satisfy himself prior to the sale as to the condition of the Sale Item/s and should exercise and rely on their judgment as to whether the Sale Item/s accords with its description at their own risk.

Subject to the obligations accepted by the Auctioneer under these Terms and Conditions, neither the Seller nor the Auctioneer nor any of their respective employees or agents are responsible for errors of description or for the genuineness or authenticity of any lot and no warranty whatsoever is given by the Seller nor the Auctioneer nor any of their respective employees or agents to the Purchaser in respect of any Sale Item/s and any express or implied conditions or warranties are hereby excluded to the greatest extent permitted by law.

8. Liability

Where the Purchaser loads any item of plant, machinery or equipment contained in any Sale Item/s to remove it from a site, neither the Seller nor the Auctioneer shall be under any liability whatsoever to the Purchaser or any third party for any damage however so caused by the removal and the Purchaser shall be responsible for and indemnify the Seller and the Auctioneer against any damage or loss which the Seller or the Auctioneer may suffer or incur in respect of loss, damage or injury suffered by the Purchasers' employees or any third party arising from the removal of the Sale Item/s and/or any part thereof.

The Auctioneer is acting as an agent of the Seller and is not responsible for acts and omissions of the Seller or any of the Seller's principals, officers, directors, employees or other agents.

9. Limitation of liability

Neither the Seller nor the Auctioneer shall be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

1) any loss arising from or in connection with loss of revenue, profits, contracts or business or failure to realise anticipated savings or profits,
2) any loss of goodwill or reputation, or
3) any indirect or consequential losses suffered or incurred by buyer,

arising out of or in connection with these Terms and Conditions and any of the actions or events contemplated within them or deriving from a sale of goods pursuant to them ("Relevant Events").

The aggregate respective liability of the Seller or the Auctioneer in respect of any other loss or damage suffered by a Purchaser and arising out of or in connection with these Terms and Conditions or arising out of or in any way connected with any Relevant Events, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed (i) in the case of the Seller, the amount of the purchase price paid by the Purchaser; and (ii) in the case of the Auctioneer, the buyer's premium paid by the Purchaser, in each case in respect of the Sale Item/s which are the subject of the claim.

Nothing in this clause shall limit or exclude liability for death or personal injury resulting from the negligence of the Seller, the Auctioneer or their respective employees or agents.

Initial:_____

Notwithstanding any contrary provision in these Terms and Conditions, neither the Seller nor the Auctioneer limits or excludes its liability in respect of fraud, or any other statutory or other liability which cannot be excluded under applicable law.

10. Choice of Law and Venue

ALL DISPUTES RELATING TO THESE TERMS AND CONDITIONS BETWEEN THE PURCHASER AND THE AUCTIONEER SHALL BE EXCLUSIVELY GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF SOUTH AFRICA.

The Purchaser irrevocably consent to any process in any legal action or proceedings arising out of or in connection with these Terms and Conditions or its enforceability being served in accordance with the provisions of these Terms and Conditions relating to the service of notices. Nothing contained in these Terms and

Conditions shall affect the right to serve process in any other manner permitted by the laws of the country in which service is to be affected.

Signed at _____ on this _____ day of _____ 2026.

Signed: _____

Name: _____

Title: _____
(who warrants that he/she is duly authorised)