

**OFFER TO PURCHASE  
STANDARD TERMS AND CONDITIONS OF THE SELLER  
ORIGINAL**

OFFER TO PURCHASE NUMBER

**A. THIS SECTION SHALL NOT APPLY TO CASH TRANSACTIONS**

**IMPORTANT NOTICE:**

**I ACKNOWLEDGE, CONFIRM AND AGREE THAT:**

1. If I do not provide you with a written approval or guarantee of financing by a registered Credit Provider (for example a bank), within 14 (fourteen) business days (Monday-Friday excluding public holidays) after I have signed this Offer to Purchase, this offer will lapse and be of no further force and effect (no longer valid).
2. I have requested and authorised you and/or any of your Associate Companies to assist me and to apply on my behalf for financing of the goods.
3. In order for you to assist me in applying for financing, I hereby consent that you and/or any of your Associate Companies may submit my particulars as provided by me, to any designated registered Credit Provider for purposes of considering my application for financing.
4. The particulars as provided by me are true and correct.

\_\_\_\_\_  
**Signature: Purchaser**

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**Signature: Sales Person**

**B. THIS SECTION SHALL APPLY TO ALL TRANSACTIONS**

**I ACKNOWLEDGE, CONFIRM AND AGREE THAT:**

**1. THE RIGHT OF EQUALITY IN CONSUMER MARKET**

- 1.1 I am satisfied that you did not unfairly discriminate against me on any grounds whatsoever or did not unfairly treat me in a different manner than the manner in which you treat any other customer in respect of the sale of any similar goods.
- 1.2 I have the legal capacity (i.e. the legal right) and authority to enter into this Offer to Purchase.

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**Signature: Purchaser**

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**Signature: Sales Person**

**2. THE RIGHT TO PRIVACY**

- 2.1 I may:
  - 2.1.1 Refuse to accept,
  - 2.1.2 Inform you in writing to discontinue,
  - 2.1.3 Register a pre-emptive block with the Administrator of the Registry for Direct Marketing against, any direct marketing communication from you.
- 2.2 I have been informed that I can obtain any information regarding the Registry for Direct Marketing from the National Consumer Commission (DTI Callshare number: 0861 843 384).
- 2.3 I am required by law to provide you with all the required documentation in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA") and should I fail to provide the required documentation I accept that you will not be able or obliged to perform in terms of this Offer to Purchase.
- 2.4 I have authorised you to submit my particulars to the e-Natis system for registration of the goods on the national database of roadworthy vehicles and licensed drivers.
- 2.5 You may not disclose any of my personal information, other than for the purposes set out in this Offer to Purchase, unless required to do so by a court of law or under any applicable legislation.

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**Signature: Purchaser**

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**Signature: Sales Person**

**3 THE RIGHT TO CHOOSE (PLEASE READ CAREFULLY)**

- 3.1 This is not a fixed term contract.
- 3.2 In the event that I am entitled and choose to cancel this Offer to Purchase prior to delivery of the goods I am aware that:
  - 3.2.1 I will then be liable to pay a reasonable cancellation fee, and upon promulgation of an industry code as provided for under section 82 of the Consumer Protection Act, 68 of 2008 (hereinafter referred to as the CPA) a prescribed cancellation fee, and
  - 3.2.2 You will be entitled to deduct the cancellation fee from any deposit held by you.
- 3.3 I do not have the right to cancel this Offer to Purchase in circumstances where I have expressly or implicitly required or expected you to procure, create or alter the goods to specifically satisfy my requirements (so called "Special Order Goods").

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**Signature: Purchaser**

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**Signature: Sales Person**

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**Signature: Purchaser**

- 3.4 Should I be entitled in terms of the CPA to, and choose to cancel this Offer to Purchase after delivery of the goods, a cancellation fee as prescribed by the industry code as referred to under paragraph 3.2.1 above, will be applicable once I have returned possession of the goods to you, have made reparations for all damage to the goods and have compensated you for the reasonable use of and any depreciation to the goods since taking delivery of them.
- 3.5 I will take delivery of the goods at your business premises unless otherwise agreed to in writing between us.
- 3.6 I have the right to and will prior to taking delivery, examine the goods for purposes of quality and description, without removing the goods from your premises, or dismantling the goods, or taking or having them taken apart.
- 3.7 Should the goods be damaged during my examination as a result of my gross negligence, recklessness, malicious (deliberate) behaviour or criminal conduct, I will be liable to pay the costs for restoring the goods to their original condition.
- 3.8 Any dates given for delivery are estimates only and no exact delivery date or time has been agreed and I acknowledge that you are not in a position to promise delivery of the goods at any specific date or time.
- 3.9 The risk of damage or loss of the goods will pass from you to me on delivery thereof to me or by me removing or having the goods removed from your premises.
- 3.10 Notwithstanding the delivery of the goods to me or to any other person on my behalf, the ownership of the said goods shall remain vested in you until the full purchase price has been paid to you. In the event of payment by cheque or any other negotiable instrument, payment shall be deemed to have taken place only when the cheque or negotiable instrument is honoured by the relevant financial institution.
- 3.11 I undertake to sign all documents required to give effect to the purchase herein contemplated as and when called upon to do so by you.

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**Signature: Sales Person**

#### **4. RIGHT TO DISCLOSURE AND INFORMATION**

- 4.1. The purchase price contained on this Offer to Purchase was the purchase price displayed and conveyed to me in respect of the goods.
- 4.2. It has specifically been brought to my attention that the purchase price displayed excludes the agreed delivery costs and any accessories or additional and extra products and that I will be liable to pay the agreed delivery costs and the purchase price contained in this Offer to Purchase for the accessories and / or additional and extra products as is noted on this Offer to Purchase.
- 4.3. I have been informed that the goods could be imported, in which event the purchase price contained in this Offer to Purchase is subject to exchange rate fluctuations and periodic price increases by the Manufacturer. I confirm my right to be informed of any price increases prior to delivery. Notwithstanding the insertion of the purchase price on this Offer to Purchase I undertake to pay the list price (*i.e.* the Manufacturer's recommended retail price) that may apply at the date of the delivery of the vehicle to you by the Manufacturer.
- 4.4. Payment of the purchase price of the goods will be made to you free of exchange or set off, at my cost in a designated account or at an address as you may prescribe.
- 4.5. Payment by cheque of the full or part of the purchase price of the goods will only be regarded as payment once the cheque has been honoured by my Bank and all effects have been cleared.
- 4.6. A trade-in vehicle offered as part payment of the purchase price of the goods may be accepted subject to the following conditions namely:
  - 4.6.1. That I am in possession of a recent, valid and duly signed trade-in valuation completed by you in respect of such vehicle, and
  - 4.6.2. That, in your sole opinion, the trade-in vehicle is delivered to you with the same equipment and in the same condition as it was when you did the trade-in valuation thereof; and
  - 4.6.3. That I am the legal owner or possessor of the trade-in vehicle;
  - 4.6.4. That no third party has a stronger right or has title or a claim to ownership or possession of the trade-in vehicle; and
  - 4.6.5. I have disclosed all defects in the trade-in vehicle to you.
- 4.7. You will be entitled to withdraw from this Offer to Purchase, should it appear that any of the conditions in clause 4.6 have not been met.
- 4.8. If you inform me that the goods are ready for collection and I fail, neglect or refuse to collect, or take into possession, the goods within 3 (three) business days (Monday-Friday, excluding public holidays) of such notification, or such longer period as agreed to between us, you will be entitled to recover storage fees from me calculated from the notification date until the date of collection at the industry prevailing rate.
- 4.9. In the event that the goods consist of a new vehicle, it has been specifically brought under my attention that the goods are considered to be new even though it was:
  - 4.9.1. Driven under its own power prior to delivery, and
  - 4.9.2. Minor wear and tear may be noticeable due to clause 4.9.1 above
- 4.10. I am aware that the goods, by their nature, can be dangerous and hazardous and I will familiarise myself, in accordance with the Owner's Manual, regarding these dangers as well as the added risks of abusing, misusing or using of the goods contrary to the specifications and instructions contained in the documentation mentioned in clause 8.6 below or contrary to the Road Traffic Act of 1996, as amended, and any other applicable legislation.

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**Signature: Purchaser**

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**Signature: Sales Person**

**4.11. SUPPLY CHAIN RESPONSIBILITY**

- 4.11.1 You have advised me that you will conduct a comprehensive pre-delivery inspection of the goods to enable you to reasonably confirm that the goods are in good order and condition and that the goods had no reasonably detectable defects before you will deliver it to me.
- 4.11.2 I accept that in the supply chain:
  - 4.11.2.1 You are only the seller of the goods and not the manufacturer of the goods (the vehicle, tyres and all extras); and
  - 4.11.2.2 Given your role in the marketing and sale of the goods, as well as its pre-delivery inspection of the goods, you could not reasonably have foreseen any manufacturing defect, nor could it reasonably have been discovered by you and you are therefore not responsible for any risk which occurs because of a manufacturing defect, and
  - 4.11.2.3 If any risk which occurs due to a manufacturing defect causes damages or harm or loss, then I acknowledge that although I am entitled to approach you and the importer and manufacturer for redress, you cannot reasonably be held responsible for such damages or harm or loss. You have however undertaken to provide me with reasonable assistance in this regard.

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Signature: Purchaser

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Signature: Sales Person

**5. RIGHT TO FAIR AND RESPONSIBLE MARKETING**

I have not been approached by you or any of your employees either personally, by way of electronic communication (including fax, telephone, sms or email) or by way of mail or any other manner, for the direct or indirect purpose of enticing me to purchase the goods.

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Signature: Purchaser

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Signature: Sales Person

**6. THE RIGHT TO FAIR AND HONEST DEALING**

I have had a proper opportunity to consider the implications of this Offer to Purchase and this Offer to Purchase is made of my own free will and without any undue influence or harassment or duress or any similar conduct by you or any of your employees.

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Signature: Purchaser

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Signature: Sales Person

**7. THE RIGHT TO FAIR, JUST AND REASONABLE TERMS AND CONDITIONS**

- 7.1 Any change to the terms and conditions of this Offer to Purchase will only be valid if it is made in writing and signed by both of us.
- 7.2 No granting of any leeway or the granting of any extension of time shall be a waiver of any rights under this Offer to Purchase and will not create a novation of this Offer to Purchase (a new agreement).
- 7.3 This Offer to Purchase shall be interpreted and determined according to the laws of the Republic of South Africa.
- 7.4 If any clause in this Offer to Purchase is found to be unenforceable, such clause shall be separated from this Offer to Purchase, which separation shall not affect the enforceability of the remainder of the Offer to Purchase.
- 7.5 For the purpose of service of any legal documents or notices in terms of this Offer to Purchase the parties choose the addresses on the face of this Offer to Purchase for delivery or service of any legal documents or notices in terms hereof. Any notice to so be given can be delivered by hand at such address or may be forwarded to such address by registered mail and will be regarded as having been received by the party to whom it was so addressed seven (7) days after it had so been posted.
- 7.6 If a party is in breach of this Offer to Purchase, the innocent party will have the right to recover all legal costs and disbursements on an attorney-and-client scale.
- 7.7 This Offer to Purchase, once signed by the Purchaser and only after acceptance by the Seller through signature thereof by the Seller's Brand Manager, Regional Dealer Principal or Sales Manager, will become an enforceable written agreement between the parties hereto.

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Signature: Purchaser

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Signature: Sales Person

**8. THE RIGHT TO FAIR VALUE, GOOD QUALITY AND SAFETY**

- 8.1 I have satisfied myself, by reading the sales and promotional material of the Manufacturer, including the specifications of the goods, that the goods will be reasonably suitable for the general purpose for which I intend using it.
- 8.2 Any warranties applicable to the goods will be void if the goods have:
  - 8.2.1 Been altered contrary to your written instructions.
  - 8.2.2 Been used in competitive events;
  - 8.2.3 Been used contrary to the terms and conditions of the operating/owner's manual, service and/or maintenance booklet and warranty document (if applicable).
  - 8.2.4 Been subjected to misuse or abuse.
  - 8.2.5 Not been serviced by a Manufacturer's authorised entity within the prescribed service intervals, or

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Signature: Purchaser

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Signature: Sales Person

- 8.2.6 The services or repairs referred to in clause 8.2.5 are not carried out by an approved service repairer of the Manufacturer, or
- 8.2.7 If any grey parts (parts that have not been imported by the Authorised Distributor or parallel (non-genuine) parts have been fitted or assembled to the goods.
- 8.3 If the goods are subject to any manufacturer's warranty, such warranty will run concurrently with any other statutory warranty which may be applicable to the goods.
- 8.4 Any warranty applicable to the goods does not apply to ordinary wear and tear having regard to the circumstances under which the goods are intended to be ordinarily used.
- 8.5 Save for any warranties, undertakings and representations expressly given or made by us in this Offer to Purchase, no other warranties or undertakings or representations are given or made, whether expressly or implied.
- 8.6 I have an obligation to read the Manufacturer's warranty document (if applicable), the owner's manual, the service and/or maintenance booklets (if applicable) pertaining to the goods so as to ensure that I know exactly how and how not to use the goods and accessories fitted to the goods (where applicable).
- 8.7 I have been provided with the Customer Care contact number where I can address any questions on the contents of the documents referred to in clause 8.6 above

**9. THE RIGHT TO BE HEARD AND OBTAIN REDRESS**

- 9.1 In the event of a complaint by me, or a dispute arising between us, as to the subject matter of this Offer to Purchase, or the interpretation hereof, I shall inform you in writing of the exact extent and nature of the complaint or dispute whereafter we will attempt to resolve the dispute within 7 (seven) business days, failing which, any one of us can refer the matter to the relevant accredited Ombud of the Motor Industry.
- 9.2 Notwithstanding the contents of clause 9.1 above, either party has the right to approach a competent Court for redress or any other competent relief.

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Signature: Purchaser

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Signature: Sales Person

**10. EXPRESS CONSENTS**

My rights with regard to privacy and not to receive marketing material have been explained to me and:

I Consent -

10.1 To you and/or your Associate Companies contacting me at reasonable times with future promotional material and or information on products, accessories and related goods offered by you, bearing in mind my rights contained in clause 2.1.

Yes                       No

10.2 To you and/or your Associate Companies processing my personal information and storing such information on your database

Yes                       No

10.3 To you and/or your Associate Companies contacting me at reasonable times to determine my satisfaction with your service and/ or goods supplied.

Yes                       No

\_\_\_\_\_  
Signature: Purchaser

\_\_\_\_\_  
Signature: Sales Person

**I DECLARE THAT I HAVE READ AND THAT I UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND THERETO**

**SIGNED AT** \_\_\_\_\_ **ON THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20** \_\_\_\_\_

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Signature                      \_\_\_\_\_  
Date                                      Purchaser (state also capacity if authorised representative of the Purchaser)

\_\_\_\_\_  
Signature                      \_\_\_\_\_  
Date                                      Brand Manager / /Regional Dealer Principal / Sales Manager