

SALE AGREEMENT

Weelee Notice to the Seller:

While you should carefully consider all of this document, please pay particularly close attention to provisions that appear in this bold, red font. These terms may: (i) limit the risk or liability of Weelee or a third party to you, (ii) create a risk or assumption of liability on your part, (iii) impose on obligation on you to indemnify Weelee or a third party, or (iv) be an indication of an acknowledgement of a fact by you.

1. Interpretation:

In this Agreement, unless the context indicates a contrary intention, words and expressions defined in this Agreement shall bear the meanings assigned to them and cognate expressions bear corresponding meanings –

- 1.1 “**Agreement**” means this agreement entered into or to be entered into between the Seller and the Purchaser pursuant to the Seller accepting the Offer;
- 1.2 “**Final Offer**” means the highest Offer made for the Vehicle at the expiry of the Offer period for that Vehicle;
- 1.3 “**Offer**” means an offer made to the Seller on the Website to purchase its Vehicle, such amount being inclusive of VAT;
- 1.4 “**person**” means any person, company, close corporation, trust, partnership or other entity;
- 1.5 “**Purchase Price**” means the purchase price payable for the Vehicle in an amount equal to the Final Offer, or such other amount agreed to between the Seller and the Purchaser, such amount being inclusive of VAT if applicable;
- 1.6 “**Purchaser**” means the Offeror making the Final Offer;
- 1.7 “**Seller**” means the person loading the Vehicle on the Website for the purposes of receiving Offers;
- 1.8 “**Vehicle**” means the vehicle(s) loaded by the Seller on the Website;
- 1.9 “**Website**” means www.weelee.com; and
- 1.10 “**Website’s Terms and Conditions**” means the terms and conditions regulating the use of the Website, the current version is available on the Website.

2. Commencement of this Agreement

This Agreement will commence immediately once an Offer has been accepted by the Seller.

3. Offer and Acceptance:

- 3.1 The Seller acknowledges that by loading the Vehicle on the Website, the Seller wishes to procure Offers for the sale of the Vehicle.
- 3.2 **The Seller is not obliged to accept any Offer made. Once the Offer is accepted by the Seller such acceptance may not be withdrawn and this valid and binding Sale Agreement shall come into effect.**
- 3.3 An Offer from the Purchaser is open for acceptance by the Seller for the period set out on the Website, as read with the Website’s Terms and Conditions, it being recorded that if the Offer from the Purchaser is not accepted by the expiration of the relevant time period, it shall lapse and cease to be of any further force or effect and the provisions of this Agreement shall likewise cease to be of any further force or effect.

4. Sale:

Should the Seller accept an Offer, the:

- 4.1 Seller hereby agrees to sell the Vehicle to the Purchaser; and

4.2 Purchaser hereby agrees to purchase the Vehicle from the Seller,
for the Purchase Price, on the terms and conditions set out in this Agreement.

5. Purchase Price:

5.1 The Purchaser shall pay the Purchase Price to the:

5.2.1 Seller into a South African bank account nominated by the Seller; or

5.2.2 if the vehicle is financed, the Purchaser shall pay the Purchase Price to the relevant finance company into the bank account nominated by such finance company, and any remaining balance after the finance company has been settled in full, to the Seller into a South African bank account nominated by the Seller.

5.2.3 **If, after payment of the Purchase Price to the finance company as envisaged in clause 5.2.2 above any money is still owing to the finance company, the Seller shall be liable to discharge that debt, and the Seller shall do so immediately.**

5.2.4 All funds payable in terms of this agreement shall be paid via instant transfer of immediately available and freely transferable funds without setoff.

5.2 In the event of the Vehicle being financed, each of the Seller and the Purchaser undertakes to take all steps necessary to procure all such things and sign all such documents so as to ensure that the sale and purchase in terms of this Agreement is concluded, including the settling of any outstanding finance on the vehicle to the relevant financial institution and/or paying any excess to the Seller or the Seller settling of any shortfall to the relevant financial institution, as the case may be.

6. Vehicle Condition and Inspection:

6.1 **The Seller hereby confirms and warrants that the Vehicle is as described on the Website under its profile, the Seller specifically acknowledging and agreeing that if the descriptions and disclosures made are not true, accurate and correct:**

6.1.1 **the sale may be cancelled by the Purchaser, in its sole discretion; and/or**

6.1.2 **the Seller shall be entitled to revise the Purchase Price which may be reduced proportionately to the damage/reconditioning costs - in which instance please refer to clause 15 below.**

6.2 **Subject to the provisions of clause 9, the Seller agrees that the Purchaser may have rights to either cancel this Offer or reduce the Purchase Price of the Vehicle, if in the Purchaser's reasonable and fair opinion the Vehicle is not in the same condition on date of delivery as it was described by the Seller on the Website, including if the year of manufacture and/or date of registration or any other information supplied in respect of the trade-in vehicle is incorrect.**

7. Delivery:

7.1 The Seller and the Purchaser shall, at a time and place selected by the Seller (but which must be reasonably acceptable to the Purchaser), ensure that delivery is effected.

7.2 Once the Purchaser has inspected the Vehicle and the necessary transfer of ownership paperwork has been completed, the Purchaser shall pay the funds to the Seller (and/or the finance company if applicable), the Seller shall release the Vehicle to the Purchaser together with the Vehicle's service history booklet and all keys (including a complete set of spare keys).

7.3 **The Purchaser will be responsible for assisting the Seller with the transfer of ownership and deregistration of the Vehicle from the Seller's name to the Purchaser, as well as settling any finance amounts owing to any finance company as described above.**

8. Risk and Ownership:

8.1 Risk in the Vehicle shall pass to the Purchaser upon delivery.

8.2 Ownership in the Vehicle shall pass to the Purchaser upon payment of the Purchase Price by the Purchaser to the Seller and/or the finance company (if applicable).

9. Disputes

Without detracting from any rights in law which the Seller may have in relation to the resolution of consumer disputes, to the extent that there is a dispute as to the condition of the Vehicle and the Purchaser wishing to cancel this Agreement or reduce the Purchase Price due to the Purchaser's view that the Vehicle has not been correctly described, the dispute shall first be referred to Weelee for determination, and the Seller and the Purchaser undertake to contact Weelee immediately in the event of such dispute. **In the event that either party disagrees with Weelee's determination, then either shall be entitled to cancel the sale with immediate effect and neither party will have any claim against the other.** Weelee will record the issue and dispute, its determination and any agreed resolution or other outcome of the dispute for the parties, in writing.

10. Warranties:

- 10.1 The Seller hereby warrants in respect of the Vehicle that:
- 10.1.1 the Seller is the owner of the Vehicle, subject to any financing being in place with a finance company, and is in lawful possession of the Vehicle;
 - 10.1.2 the Vehicle has never been stolen or reported as stolen or been subject to a hijacking as far as the Seller is aware;
 - 10.1.3 no person other than the Seller has any interest of whatsoever nature in the Vehicle, other than a finance company in terms of any finance agreement and the existence of any such agreement has been disclosed to the Purchaser;
 - 10.1.4 the Vehicle is fully paid for and is not subject to any encumbrance of whatsoever nature including, without limitation, that the vehicle is not subject to any instalment sale or lease agreement, save as has otherwise been expressly recorded and acknowledged on the Website;
 - 10.1.5 the descriptions and information about the Vehicle disclosed by the Seller on the Website are true, accurate and correct in all material respects including, without limitation, details of the year of first registration, the mileage and/or, all previous collisions which the vehicle has been involved in (if any, and of which the Seller is aware), whether or not such collisions occurred while the Seller was the owner or driver of the vehicle;
 - 10.1.6 other than as disclosed on the Website, the Seller is not aware of any defects in the Vehicle, whether aesthetic, mechanical, electronic, tyre condition, or otherwise; and
 - 10.1.7 neither the Purchaser nor any person to whom the Vehicle may be sold, will be evicted or deprived of the peaceful possession of the Vehicle.
- 10.2 Subject to the balance of any warranty or maintenance plan or service plan (or similar device) provided by the original manufacturer of the Vehicle still remaining in place and the warranties given by the Seller pursuant to the clauses above, the Vehicle is sold *voetstoets* in the condition in which it is and no other representations, warranties or other promises have been made or given by or on behalf of the Seller concerning the state or condition of the vehicle. **The Seller is nevertheless obliged to make a full disclosure of all defects in the Vehicle of which it is aware, irrespective of whether they are obvious, apparent or hidden. A failure to do so is a breach of this Agreement and may result in it being cancelled.**

11. Breach:

Where either party commits any breach and fails to remedy such breach within 7 days of receiving a written notice from the aggrieved party to remedy such breach, then the aggrieved party shall be entitled to:

- 11.1 claim specific performance; or
- 11.2 cancel this Agreement and, without limitation, seek restitution of any amount paid to the Seller for the Vehicle; or
- 11.3 claim any other relief.

12. Signature of Documents:

- 12.1 The parties undertake to sign, execute and deliver to each other and/or to any other authority, all

documents necessary to give effect to the provisions of this Agreement. This will include the appropriate registration papers and other material relating to the vehicle and the trade-in vehicle, if applicable, as may be specified by the Seller.

- 12.2 Any document that may be lawfully signed by means of an unauthenticated electronic signature as contemplated in the Electronic Communications and Transactions Act, 2002 (including by "clicking" an acceptance indicator on the Website) may be so signed and no document shall be without legal force and effect merely on the basis that it has been signed in this way.

13. POPI / Data Privacy:

- 13.1 The Seller acknowledges and agrees that the personal information supplied by the Seller and the vehicle information (collectively referred to as the "data") is necessary and required for the successful conclusion of the transaction entered into between the parties, the enforcement of rights and performance of obligations arising therefrom as well as the rendering of services in terms thereof and that the data will not be disclosed to any unauthorised parties.
- 13.2 The Seller consents to the processing of the data of the Seller in accordance with the Privacy Policy (which can be viewed on the Website) and warrants that it has read, understood and agreed to the Privacy Policy.

14. General:

- 14.1 This Agreement constitutes the whole agreement between the Parties relating to its subject matter and replaces, supersedes and cancels in its entirety, with effect from the Signature Date, any other agreements whatsoever (whether written or oral) in force between the Parties relating to the subject matter of this Agreement.
- 14.2 Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by the Trader without the prior written consent of Weelee. Weelee shall be entitled to cede, delegate or assign any part, share or interest herein nor any rights or obligations under this Agreement on written notice to the Trader.
- 14.3 This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.
- 14.4 No amendment or consensual cancellation of this Agreement or any of its provisions or terms or of any agreement or other document or instrument issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising out of this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement or other document or instrument issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation).
- 14.5 Any extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement or other document or instrument issued or executed pursuant to or in terms hereof, shall be strictly construed as relating strictly to the matter in respect whereof it was made or given, shall not operate as an estoppel against any Party in respect of its rights in terms of this Agreement, and, shall not operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.
- 14.6 No failure or delay on the part of either Party in exercising any right, power or privilege in terms of this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14.7 The Parties select as their respective *domicilia citandi et executandi* the physical and email addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the physical addresses as provided on the Website.

15. Amendment of Purchase Price

PLEASE NOTE:

- **DRAW A LINE THROUGH THIS CLAUSE IF NOT APPLICABLE**

OR

- **INSERT THE NEW PURCHASE PRICE IF APPLICABLE**

15.1 If at the inspection of the Vehicle the Purchaser finds additional defects, damage and/or reconditioning required which was not disclosed by the Seller, the Purchaser may suggest a reasonable lower Purchase Price instead of cancelling this Agreement.

15.2 Should the Seller agree to the Purchaser's assessment of the Vehicle and further be agreeable to a reduction in the Purchase Price, the Parties may do so by completing the new purchase price of the Vehicle below.

15.3 The Seller and the Purchaser hereby agree to amend the Purchase Price to the following new amount:

R_____ including VAT if applicable, such new amount replacing the definition of Purchase Price in this Agreement with effect from the date of signature by the Seller and the Purchaser below.

For and on behalf of
THE SELLER

For and on behalf of
PURCHASER

Signature

Signature

Place

Place

Date

Date