**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**

**RUSTENBURG PLATINUM MINES LIMITED**
**REGISTRATION NO: 1931/003380/06**
**(MOGALAKWENA COMPLEX – SUPPLY CHAIN)**

**(Hereinafter referred to as the "Seller")**

**WHEREAFTER**

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

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 1.2" is the amount of:

| Lot No | AM Number | Description | Currency | Purchase Price (excl. VAT) |
|---|---|---|---|---|
| Lot 008 | | 3x Komatsu 930 Radiators | ZAR | |
| | | 10x Komatsu Radiator Frames | | |
| | | 1x MT4400 Radiator | | |
| | | 2x MT4400 Radiator Frames | | |
| | | 3x CAT 777 Radiators | | |
| | | 1x CAT 785 Radiator | | |
| | | 10x CAT 16H Radiators | | |
| | | 1x CAT 24 Grader Radiator | | |
| | | 1x Genset Radiator | | |
| | | 1x Oil Cooler | | |

| | | |
|---|---|---|
| **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) Invoice to be paid in full within 24 hours after receiving the invoice.

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: _____

Seller: _____

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 Tender 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 Tender 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: _____

Seller: _____

**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**

# 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: _____

Seller: _____

**ANNEXURE A**

## LOT 008

**Komatsu 930**
**Radiators (x3) &**
**Frames (x10)**



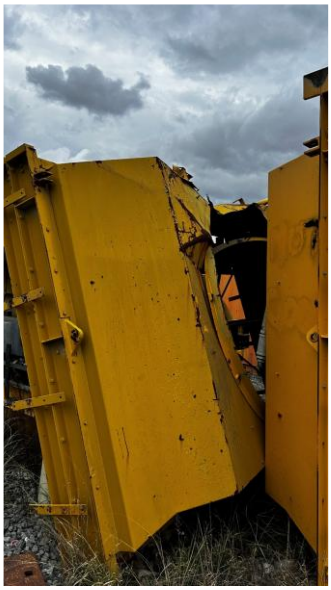








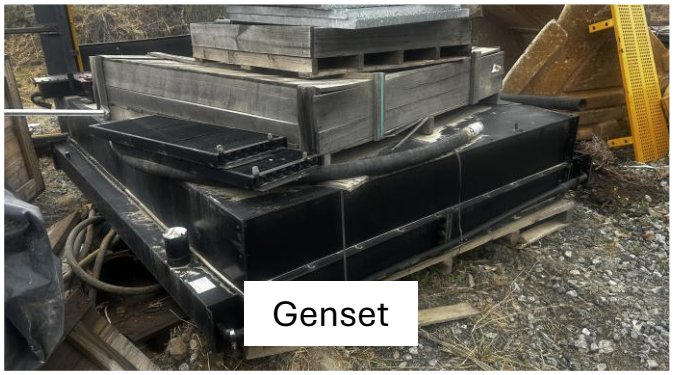




# LOT 008

MT4400 Radiator (x1) & Frames (x2)
3x CAT 777 Radiators
1x CAT 785 Radiator
10x CAT 16H Radiators
1x CAT 24 Grader Radiator
1x Genset Radiator
1x Oil Cooler


Oil Cooler


Genset


MT4400


CAT 24 Grader


MT4400


MT4400


CAT 777


CAT 777


CAT 777


CAT 785


10x CAT 16H

# Annexure B

# Bidders Choice

## Terms & Conditions - Tender

---

**Sale Name:** Mining Tender Sale – 070T

**Closing Date:** Thursday, 3 December 2026 @ 17:00 (SA Time)

**Submit to:** tenders@bidderschoice.co.za

---

### BIDDERS CHOICE (PTY) LTD 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 registering to offer or offering to buy goods as a "buyer" regardless of whether any contract of sale is concluded.

### 1. Confidentiality

The Auctioneer agrees that it will protect the information disclosed by the buyer 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,

- Thursday, 3 December 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. Buyer's 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) The buyer agrees that invoices may be issued in electronic form by mail.
4) 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 buyer 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.
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 buyer 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.

The Auctioneer/ Bidders Choice 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. Buyer’s responsibilities and conduct

The buyer 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 buyer 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 Buyer refuse to deposit such monies, the Auctioneer may refuse the Buyer 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 buyer 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 buyer’s 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)

1) may not necessarily comply with the South Africa Bureau of Standards as established in terms of the Standards Act, 1945 and continues to operate in terms of the Standards Act, 2008, 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 buyer undertakes to:

1) Uplift/collect, 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 buyer 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

1) Ownership and all profit or loss of the Sale Item/s shall only pass to the buyer on date of acceptance of the safety file, from which date onwards the buyer shall liaise with a duly appointed representative from the Seller in terms of the dismantling and removal of the Sale Item/s.
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 Site are for the convenience of the buyers only. The seller and the Auctioneer have used their reasonable endeavours to ensure that the description of each lot(s) appearing on the Site are accurate, but the buyer relies upon such description at its own risk. Buyers should satisfy themselves prior to the sale as to the condition of the lot and should exercise and rely on their judgment as to whether the lot accords with its description at their own risk.

Subject to the obligations accepted by the buyer under these Terms and Conditions neither the seller nor the Auctioneer or any of their respective employees or agents shall be held responsible for any errors of description or for the genuineness or authenticity of any lot and no warranty whatever is given by Bidders Choice or, where applicable, the Auctioneer, or the seller or their respective employees or agents to the buyer 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.

The buyer acknowledges and agrees that the Seller has not made any warranties or undertakings of any nature whatsoever regarding the serviceability of the goods. The buyer shall be solely responsible for having the goods calibrated, inspected, overhauled or taking any other steps necessary to make the goods serviceable and suitable for its own use.

## 8. Liability

Where the buyer loads any item of plant, machinery or equipment contained in a lot or lots to remove it from a site, neither the seller nor the Auctioneer shall be under any liability whatsoever to the buyer or any third party for any damage however so caused by the removal and the buyer shall be responsible for and indemnify the seller and Bidders Choice and, where applicable, the Auctioneer against any damage or loss which the seller or Bidders Choice or, where applicable, the Auctioneer may suffer or incur in respect of loss, damage or injury suffered by the buyer's employees or any third party arising from the removal of the plant, machinery or equipment. The Auctioneer is acting as 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 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 seller or Bidders Choice in respect of any other loss or damage suffered by a buyer 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 buyer; and (ii) in the case of Bidders Choice the buyer's premium paid by the buyer, in each case in respect of the goods which are the subject of the claim.

The buyer undertakes to defend (by counsel satisfactory to the seller and/or the Auctioneer) and indemnifies and holds harmless the Auctioneer and the seller from and against any claim, demand, cause of action, liability or expense (including attorneys' fees and costs) asserted against or incurred by the Auctioneer, the seller or any third party in connection with the sale, removal, shipment or use of any purchased assets or a breach by the buyer of these Terms and Conditions.

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

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 PARTICIPANTS AND THE AUCTIONEER SHALL BE EXCLUSIVELY GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF SOUTH AFRICA. PARTICIPANTS AND THE AUCTIONEER HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE SOUTH AFRICAN COURTS OVER ANY CLAIMS, DISPUTE OR MATTER ARISING UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THEIR ENFORCEABILITY. EACH PARTICIPANT ACKNOWLEDGES THAT BIDDERS CHOICE WOULD NOT PERMIT THE PARTICIPANT TO REGISTER AS A BUYER OR SELLER IF THE TERMS OF THIS CLAUSE 14 WERE NOT VALID, BINDING AND ENFORCEABLE.**

Buyer: _____

Auctioneer: _____

Seller: _____

Participants 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.

## 11. POPI Act Terms and Conditions

By agreeing to these terms and conditions, you give consent for BIDDERS CHOICE (PTY) LTD to process personal information in terms of the PROTECTION OF INFORMATION ACT, 4 OF 2013 (POPI). See terms below:

1) I hereby give my consent that BIDDERS CHOICE (PTY) LTD to collect process and distribute my personal information where it is legally required to do so.
2) I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
3) I acknowledge that I understand the purposes for which my personal information is required and for which it will be used.
4) I hereby consent that I understand that third parties will have access to me personal information and I hereby consent to BIDDERS CHOICE (PTY) LTD sharing my personal information strictly for lawful and business purposes.
5) I understand that, should I refuse to provide BIDDERS CHOICE (PTY) LTD with the required consent and/ or information, BIDDERS CHOICE (PTY) LTD will be unable to process my information for any interest thereof.
6) I understand further, that all my personal information which I provide to BIDDERS CHOICE (PTY) LTD will be held and/ or stored securely for the purpose for which it was collected.
7) I declare that all my personal information supplied to BIDDERS CHOICE (PTY) LTD for the purposes of operational reasons is accurate, up-to-date, is not misleading and that it is complete in all respects.
8) I undertake to immediately advise BIDDERS CHOICE (PTY) LTD of any changes to my personal information should any of these details change.

## Acceptance

I, the undersigned, hereby acknowledge that I have read, understood, and accept the above Terms & Conditions.

Signed at _____ on this _____ day of _____ 2026.

Signed: _____

Name: _____

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