



PARK VILLAGE AUCTIONS

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FINSCH MINE (PTY) LTD (UNDER BUSINESS RESCUE)

BUYER'S INDEMNITY, ACKNOWLEDGEMENT AND UNDERTAKING

To be read together with the applicable Rules of Auction, Offer to Purchase and all mine/site-specific health, safety, security and upliftment requirements.

1. PURCHASER DETAILS

Purchaser / Company:	
Registration / ID Number:	
Authorised Representative:	
Contact Number:	
Invoice / Lot Number(s):	

2. ACKNOWLEDGEMENT OF SITE CONDITIONS AND RISK

- 2.1** The Purchaser acknowledges that the Assets are situated at or associated with a mine site and that access, inspection, dismantling, disconnection, upliftment and loading may involve inherent health, safety, environmental, security and operational risks.
- 2.2** The Purchaser, its employees, agents, contractors, subcontractors, transporters and representatives shall comply with the Mine Health and Safety Act 29 of 1996, as amended, all applicable regulations, Codes of Practice, mine procedures, access-control requirements, inductions, instructions and all other lawful health and safety requirements applicable at the Premises.
- 2.3** The Purchaser accepts that the Seller, mine management and/or Park Village Auctions ("PVA") may refuse, suspend or postpone access or upliftment where reasonably required for health, safety, security, operational or legal compliance.

3. INSPECTION AND CONDITION OF ASSETS

- 3.1** The Purchaser acknowledges that it has been afforded a reasonable opportunity to inspect the Assets and purchases them voetstoots, as-is and in their present condition, subject to the applicable Rules of Auction and Offer to Purchase.
- 3.2** All descriptions, asset numbers, serial numbers, quantities, photographs and other information relating to the Assets are provided for identification and information purposes only. The Purchaser is responsible for independently verifying the Assets and all relevant particulars before purchase.

4. UPLIFTMENT, LOADING AND TRANSPORT

- 4.1** No Asset may be dismantled, disconnected, moved, uplifted or loaded except in accordance with the allocated upliftment date and time and the mine's applicable procedures and instructions.
- 4.2** Where the Purchaser utilises an upliftment/loading team allocated or approved by the Seller/mine, the applicable 1% upliftment and loading fee relates solely to the administration, coordination and assistance involved in upliftment and loading the purchased Assets onto the Purchaser's nominated transport vehicle at the Premises.
- 4.3** The upliftment and loading fee does not include transportation, conveyance or delivery of the Assets from the Premises to the Purchaser's premises or to any other destination. The Purchaser shall, at its own cost and risk, arrange and provide suitable transport vehicles for collection and transportation.
- 4.4** Should the actual costs associated with upliftment and loading exceed the 1% upliftment and loading fee, the Purchaser shall be liable for the shortfall, together with VAT thereon where applicable, and such amount shall be paid before release and upliftment of the relevant Assets.

- 4.5** Where the Purchaser elects or is permitted to use its own personnel, contractors or equipment, such persons and equipment must first be approved where required by the mine and must comply with all induction, competency, medical, PPE, access and safety requirements.
- 4.6** The Purchaser is responsible for ensuring that its nominated transport vehicle, lifting equipment and other resources are suitable for the Assets purchased and are available at the allocated upliftment time.

5. DAMAGE, INJURY AND INDEMNITY

- 5.1** To the extent permitted by law, the Purchaser assumes responsibility for and indemnifies and holds harmless the Seller, the Business Rescue Practitioners, PVA, the mine and their respective directors, officers, employees, agents and authorised representatives against claims, losses, damages, costs or expenses arising from the negligent, reckless, unlawful or unauthorised acts or omissions of the Purchaser or any person acting on its behalf in connection with access to the Premises or the dismantling, upliftment, loading or transportation of the Assets.
- 5.2** The Purchaser shall be responsible for damage caused by it or persons acting on its behalf to the Assets, other property, buildings, roads, infrastructure, plant, equipment, installations or property belonging to the Seller or any third party, to the extent permitted by law.
- 5.3** The Purchaser acknowledges that the Seller, mine and PVA may immediately stop any activity considered unsafe, unlawful, unauthorised or contrary to mine procedures, and the Purchaser shall immediately comply with any lawful instruction to stop work or leave an area.
- 5.4** Nothing in this indemnity excludes or limits any liability, right, duty or remedy to the extent that such exclusion or limitation is prohibited by applicable law.

6. MOTOR VEHICLES AND TRAILERS

- 6.1** Where an Asset comprises a motor vehicle or trailer, no warranty or representation is given that the original registration certificate or NaTIS documentation is available, nor that the vehicle or trailer is currently registered on the NaTIS system.
- 6.2** The Purchaser acknowledges that certain vehicles or trailers may have been deregistered and/or removed from the NaTIS system. The Purchaser shall be responsible, at its own cost and risk, for any licensing fees, arrears, penalties, interest, roadworthy requirements, registration, re-registration, reinstatement and/or transfer requirements.
- 6.3** Neither the Seller nor PVA warrants that re-registration, reinstatement or transfer of any vehicle or trailer will be possible unless expressly confirmed otherwise in writing.

7. GENERAL ACKNOWLEDGEMENT

- 7.1** The Purchaser confirms that it has read and understood this Indemnity, the Rules of Auction and the applicable Offer to Purchase and agrees to be bound by them.
- 7.2** This Indemnity does not replace or vary the Rules of Auction or Offer to Purchase. It records additional acknowledgements and undertakings relating particularly to access, upliftment, loading, transport and mine-site risks. In the event of any inconsistency, the applicable contractual documents and mandatory law shall prevail.
- 7.3** The Purchaser warrants that the person signing below is duly authorised to bind the Purchaser.

SIGNED BY / ON BEHALF OF THE PURCHASER

Full Name:	
Capacity:	
Signature:	
Date:	
Place:	

IMPORTANT: This form should be signed before the Purchaser, its transporter, employees, contractors or representatives are permitted to enter the mine for upliftment or removal activities.