



## **MEMORANDUM OF AGREEMENT: TENDER VEHICLE**

Entered into And Between:

### **OOS VRYSTAAT KAAP OPERATIONS LIMITED**

Registration number: 1999/004069/06 (hereinafter referred to as “the Seller”)

and

\_\_\_\_\_

With identity/registration number: \_\_\_\_\_

Domicile address: \_\_\_\_\_

(hereinafter referred to as “the Purchaser”)

**Whereas** the Seller had certain vehicle(s) on tender;

**Whereas** the Purchaser makes an offer for the following motor vehicle on tender from the Seller – in terms of the paragraphs, contained herein;

**And Whereas** the Purchaser and Seller acknowledge and agree that this will be a binding document between the parties, once the Purchaser’s tender is successful and the aforesaid is confirmed in writing by the Seller to the Purchaser.

**Therefore**, the parties now agree as follows:

#### 1. **VEHICLE**

1.1 Make: \_\_\_\_\_ 1.2 Type: \_\_\_\_\_

1.3 Year of manufacture: \_\_\_\_\_ 1.4 Registration number: \_\_\_\_\_

1.5 Odometer reading: \_\_\_\_\_

#### 2. **PAYMENT**

The Purchaser hereby makes the offer “tender amount” of R \_\_\_\_\_ (VAT Incl.) (being the “purchase amount”) for the above motor vehicle on tender.

The Purchaser acknowledge and agree the he/she will pay the purchase amount within seven (7) days to the Seller, after written confirmation from the Seller of the successful tender/offer.

#### 3. **INSPECTION**

The Purchaser acknowledges that the vehicle is a second-hand vehicle, that he/she has inspected it and that he/she acknowledges and accepts the current condition of the vehicle specifically taking into account the risks bearing in mind the odometer reading and the model of the vehicle.

4. **VOETSTOOTS**

The vehicle is sold *voetstoots*. No representations or warranties are made by the Seller and the Purchaser shall be deemed to have thoroughly examined the vehicle and has irrevocably accepted the condition and state thereof.

The Purchaser acknowledges that it is in his/her best interest to inspect and collect the vehicle him/herself and furthermore acknowledges that he/she voluntarily renounces his/her right to inspect and collect the vehicle, should he/she elect to send a third party to inspect and/or collect the said vehicle.

5. **DELIVERY, RISK AND OWNERSHIP**

The Purchaser hereby acknowledges and accepts delivery of the vehicle. Risk and ownership passes from the Seller to the Purchaser after the tender is awarded to the Purchaser and the full purchase price is paid. The Purchaser will be regarded as the rightful owner as soon as the purchase price reflects in the bank account of the Seller.

6. **REGISTRATION**

The Purchaser hereby acknowledges receipt of the following documentation handed to him/her by the Seller in order to effect registration on the Purchaser's name:

- NCO (6) (2012/03) Notification of Change of Ownership/Sale of Motor Vehicle form;
- RC1 Certificate of Registration in Respect of a Motor Vehicle.

The Purchaser further acknowledges that said roadworthy test and registration will be affected by himself/herself, at his/her own cost, within 21 calendar days from date of delivery as stipulated in clause 1 hereof, failing which, the Seller will exercise their right to deregister the vehicle.

7. **BREACH AND DISPUTES**

Should the Purchaser be in breach of any term of this agreement, and such breach is capable of being remedied, the Seller will send a written notice to the Purchaser to remedy the breach within 7 days. Failure to remedy the breach will lead to legal action taken against the Purchaser, without limitation of any other remedy available to the Seller.

The Purchaser agrees that 10% of the purchase amount, will constitute a reasonable and fair penalty as damages, as a result of breach of any terms of this agreement.

Should any disputes arise from or in connection with this tender the Seller shall institute action against the Purchaser in any competent court with jurisdiction. The Purchaser will be liable for legal costs on a scale as between attorney and own client scale.

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

As witness:

\_\_\_\_\_  
**WITNESS SIGNATURE**

Tel: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**THE PURCHASER**

(Which confirms his/her authority to sign)