



ONLINE SALE PROCESS TERMS AND CONDITIONS

NEDBANK LIMITED

Registration Number: 1951/000009/06

(“Nedbank” or the “Seller”)

Are selling the following immovable properties:

Owner Details	No	Building Name	Property Description	Property Address	Closing Date
Nedbank Namibia Limited	1	Nedbank Headoffice	Erf 213 Windhoek	12-20 Frans Indongo Str, Windhoek	8 June 2021
Bellissima Investments	2	Nedbank Business Centre	Erf 8399 (ptn of erf 7966) Windhoek	Guthenberg Str, Windhoek	8 June 2021
Nedbank Limited	3	Nedbank Franschhoek	Erf 574 Franschhoek	32 Huguenot Rd, Franschhoek	8 June 2021
Nedbank Limited	4	Nedbank George	Erf 11794 George	108 York Str, George	10 June 2021
Nedbank Limited	5	Nedbank Meadowdale	Erf 6 Meadowdale	Cnr of Corobrik Str & Herman Rd, Meadowdale	11 June 2021
Nedbank Limited	6	Nedbank Menlyn Maine	Ptn 3 of Erf 860 Waterkloof Glen Ext 2	193 Bancor Ave, Waterkloof Glen	15 June 2021
Kingsmead Prop Pty Ltd	7	Nedbank Kingsmead	Ptn 2 of Erf 11398 Durban	90 Bram Fischer Rd, Durban	17 June 2021
Nedbank Limited	8	Nedbank 105 West	Erf 533 Sandown Ext 44	105 West Str, Sandton	18 June 2021

Nedbank wants to sell the Properties through this Website. Prospective purchasers or duly authorised representatives of prospective purchasers who register in accordance with the instructions below will be deemed “Users” for the purposes of this online sale process. A User will be required to execute a sale agreement, in a form and with terms and provisions required by Nedbank.

1. DEFINITIONS

- 1.1 **“Broker”** means a User who registers as an agent for a User who could potentially purchase property and who warrants that s/he has a mandate to represent a User relating to the sale of a Property and who holds a valid Fidelity Fund Certificate;
- 1.2 **“Close of the Sale”** means in respect of each Property, the last date to submit an Offer as reflected on the Website;
- 1.3 **“CPA”** means the Consumer Protection Act, 68 of 2008 and can be accessed at https://www.gov.za/sites/default/files/32186_467.pdf, and shall include the Regulations in respect thereof;
- 1.4 **“FICA”** means the Financial Intelligence Centre Act, 38 of 2002 and can be accessed at https://www.gov.za/sites/default/files/gcis_document/201409/a38-010.pdf
- 1.5 **“Nedbank”** means Nedbank Limited, registration number: 1951/000009/06, including its agents, employees, representatives, officers and directors, acting as an agent for a Seller;
- 1.6 **“Offer”** means an offer to purchase a Property containing the terms inputted by the User on the site and those reflected in a Sale Agreement submitted on the Website;
- 1.7 **“Online Sale Process”** means the property disposal methodology as described in this document ;
- 1.8 **“Property”** means one of the properties listed in the table on page 1 that is the subject of the offer as per the Sale Agreement;
- 1.9 **“Party”** means any one of the User, Purchaser, Seller Nedbank and shall include a combination thereof;
- 1.10 **“Purchaser”** means the User whose Offer has been accepted by the Seller;
- 1.11 **“Quoin”** means Quoin Online Pty Limited, mandated by Nedbank to facilitate the sale of the properties through the Website.
- 1.12 **“Sale Agreement”** means either the sale of letting enterprise or sale of property agreement (as applicable to the relevant Property), originally in the form of an Offer and once accepted by the Seller, the agreement that constitutes the sale of the Property;
- 1.13 **“Seller”** means the Property owner being Nedbank Limited or an entity within the Nedbank Group of companies;
- 1.14 **“Terms and Conditions”** means this document being a description of the online sale process and the terms and conditions that govern the use of the Nedbank disposal through the Website;
- 1.15 **“User”** means the juristic or natural person that use the Website, including the person who places an Offer, and includes the Purchaser, where applicable; and
- 1.16 **“Website”** means www.quoinonline.co.za

2. IMPORTANT NOTICES

- 2.1 This document constitutes the entire agreement between Nedbank and the User relating to the subject matter

hereof and will be binding between the Parties for all current and future online sales of the Property, unless modified and/or amended by Nedbank.

- 2.2 Nothing in this document must be understood to unlawfully restrict, limit or avoid any rights, obligations created either of the User or the Purchaser or Nedbank to the extent of the CPA applying. To the extent that the CPA applies, the provisions of the CPA are to be read into the applicable clauses of these Terms and Conditions.
- 2.3 Unless otherwise specified herein, no other terms and conditions, whether express, tacit or implied, will apply. No alteration or variation of these Terms and Conditions shall be of any force or effect unless and until recorded in writing and approved by Nedbank. All provisions and various clauses of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
- 2.4 These Terms and Conditions may be periodically modified and/or amended by Nedbank at any time and in their sole discretion and it is the User's - responsibility to ensure that they are familiar with the updated and/or amended terms.
- 2.5 The respective rights and obligations of the parties with respect to these Terms and Conditions and the sale of the Property shall be governed by the laws of the Republic of South Africa. Upon execution of the Sale Agreement, all rights and remedies with respect to the Property shall be governed by the Sale Agreement and, where a conflict exist, the terms of the Sale Agreement will take precedence over these Terms and Conditions in so far as they relate to the agreement between Nedbank and the Purchaser.
- 2.6 The User's continued use of the Website signifies their acceptance of these Terms and Conditions.

3. ASSENT TO TERMS AND CONDITIONS

- 3.1 A User must register at no cost to gain access to the Website ("Website Registration"). Such registration must meet the requirements of Nedbank and the Financial Intelligence Centre Act (hereinafter referred to as "FICA") in respect of the verification of the identity of the User.
- 3.2 A User must thereafter register on a per Property basis to gain access to the due diligence information and to place an Offer ("Property Registration").
- 3.3 Nedbank, or Quoin shall be entitled in its sole discretion, to deny application for Website Registration and/or Property Registration and shall not be required to furnish the applicant with reasons therefor.
- 3.4 **The User, by Website Registration, Property Registration, the submission of an Offer and continuous use of the Website, warrants that it understands all these Terms and Conditions and the Sale Agreement.**
- 3.5 **By digitally accepting the Terms and Conditions the User acknowledges that it shall be bound by its terms.**

4. REGISTRATION FOR THE PROPERTY

- 4.1 Nedbank manages the sale of the Properties through the Website only.
- 4.2 All Users can access the following information by selecting the "Documentation" tab on the Website:
 - 4.2.1 Property brochure;
 - 4.2.2 Online sale process Terms and Conditions;

- 4.2.3 NDA; and
- 4.2.4 Sale Agreement.
- 4.3 The User must ensure that the information on the Property Registration is the correct information on which the User purports to place an offer on the property. The User can amend this information if the entity in which the User wishes to purchase the Property is different from the information with which the User registered on the Website.
- 4.4 If represented by a Broker, the User must verify their email address by accepting the verification on the email which the User receives once the Broker has successfully registered such User. In addition, the User will also receive an email of introduction on a specific property. If the User does not approve the introduction, the User should notify Quoin Online.
- 4.5 The Broker acknowledges that recognition of her/his status as a Broker will only be confirmed for Property Registration purposes once the User has registered for the property themselves and confirmed the broker introduction. Thereafter, both the Broker and User will have access to the due diligence documentation.
- 4.6 Brokers must disclose all information of the User represented by the Broker and warrants that s/he has a mandate to represent such User relating to the purchase of the Property.
- 4.7 The Broker must upload his/her Fidelity Fund Certificate ("FFC") and FFC number during the initial registration.
- 4.8 The User:
 - 4.8.1 warrants that the information provided is correct;
 - 4.8.2 must furnish the Seller with all and any supporting documentation as may be required for FICA purposes or any other purpose which it may in its sole and absolute discretion deem necessary;
 - 4.8.3 acknowledges that the placing of an Offer and a sale concluded as a result thereof (upon the Seller accepting an Offer) will constitute an agreement between the Seller and the Purchaser;
 - 4.8.4 who intends placing an Offer on behalf of another User, must hold written authorisation to act on behalf of the other User and both parties shall be required to comply with FICA;
 - 4.8.5 who purports to place an Offer on behalf of a company, close corporation or trust, must hold written authorisation from the entity it purports to represent on that entity's letterhead accompanied by a certified copy of a resolution of that entity authorising the User to Offer on the entity's behalf up to a particular price;
 - 4.8.6 it has not, directly or indirectly, engaged in or been involved in offer manipulation and/or unfairly induced any other person to make offers and/or alter and/or affect the offer price and/or in any way collude with any person whatsoever, juristic or natural, to alter or attempt to alter a fair offer process;
 - 4.8.7 he/she is over the age of 18 (eighteen) years.

5. ACCESS

- 5.1 At the Seller's discretion and upon compliance with the requirements above, Nedbank will within a

reasonable period, provide the User with access to the Website for the purposes of Property Registration.

- 5.2 Users will receive an email confirming their access.
- 5.3 Only Offers from Users that successfully concluded the Property registration will be considered.

6. DUE DILIGENCE INFORMATION

- 6.1 Due diligence documents can be viewed in a secure data vault on the Website by selecting the “Documentation” tab on the selected Property page. Users can download selected documents or all documents by selecting “Download all” and saving the Zip folder.
- 6.2 No User shall enter onto the premises or into the Property or contact any tenant of the Property without the prior written authorization of the Seller. However, viewing the Property without entering onto the premises is permissible.
- 6.3 Users can post questions online under “Q&A’s”. All Users who have access to the Property information can view questions and answers.

7. SUSPENSIVE CONDITIONS

- 7.1 Users must select the suspensive conditions on which they wish to purchase the Property before they place an Offer.
- 7.2 If the User wishes to place an Offer free of suspensive conditions, the User must select this option prior to making an Offer.
- 7.3 The Purchaser must complete any due diligence before submitting an Offer.

8. SUPPORTING DOCUMENTATION

- 8.1 Users can submit any other supporting documentation they feel may benefit their Offer by selecting the “My Supporting Documentation” tab on the Property. Examples are proof of funding, board resolutions etc. Users must select the “Upload Support Documents” to upload these documents.
- 8.2 Users must upload a company profile before submitting an Offer.

9. PLACING BINDING ONLINE OFFERS

- 9.1 The User will use the authorization and log-in information, provided to a User upon successful “Property Registration” to access the due diligence information.
- 9.2 Users do not have to wait for the Close of the Sale to place Offers. Offers are however only submitted to the Seller for consideration after the Close of the Sale.
- 9.3 This is not an auction and to become the Purchaser of a Property, the Seller must accept an Offer.
- 9.4 An Offer is irrevocable for a period of 30 (thirty) business days and may not be withdrawn or amended once placed, save with the written consent of the Seller.
- 9.5 The Seller is not obliged to accept an Offer and will accept an Offer that it in its discretion deem preferable.

- 9.6 The User and/or the Purchaser shall not have any claim against Nedbank in the event of the sale process being postponed or cancelled for any reason whatever.
- 9.7 Nedbank will be entitled to correct any bone fide error made in the description of any Property or in the conduct or conclusion of any sale. In the event that the error cannot be corrected, the sale may, at Nedbank's sole discretion, be cancelled and no party shall have any action against Nedbank or one another arising from the said cancellation.

10. ACCEPTANCE OF OFFERS

- 10.1 All Offers are open for acceptance by the Seller from date of submission for a period of ten (20) business days following the Close of the Sale.
- 10.2 The Seller will consider all Offers. The User will only be regarded as the Purchaser upon the Seller's written acceptance of the Offer.
- 10.3 The Sale Agreement will contain the exact terms and conditions of the sale. As between Purchaser and Seller, the Sale Agreement read with the Terms and Conditions of the use of the site and the Online Sale Process shall serve as the governing documents for the sale of the Property.
- 10.4 After signature of the Sale Agreement, the Seller or its attorney will contact the Purchaser to initiate the transfer process.

11. PAYING OF THE PURCHASE PRICE

- 11.1 The Purchaser will be required to pay the purchase price, along with the commission and all other costs and/or fees, as prescribed in the Sale Agreement.
- 11.2 All prices are quoted in South African Rand and are payable in that currency in accordance with the provisions of the Sale Agreement.

12. COMMISSION

If the Property was introduced to a Purchaser by a Broker, the Purchaser shall pay commission to the Broker.

13. STATUTORY CONSENT

If the sale requires the consent of any statutory authority, then this sale shall be subject to the granting of such consent.

14. LIMITATIONS AND INDEMNITY REGARDING USE OF WEBSITE

- 14.1 While Nedbank shall take all reasonable measures to ensure the accuracy of the information provided to prospective Users, Nedbank makes no representations or warranties as to the accuracy or completeness of any information contained online on the Website or made available by Nedbank. All Users are required and encouraged to conduct their own due diligence and investigate all matters relating to the Properties that they are interested in purchasing on the Website. All Properties listed on the Website are sold on a "voetstoots", "as is" basis.

- 14.2 No warranties, express or implied, including, but not limited to fitness for a particular purpose, are made with respect to the Website or any information or software therein.
- 14.3 Nedbank will not be liable for any damages or injury, including, but not limited to, those caused by any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Nedbank will not be liable for any damages or injury, including, but not limited to, special or consequential damages that result from the use of, or the inability to use, the Website, the materials on the Website, even if there is negligence or Nedbank or an authorized representative of Nedbank has been advised of the possibility of such damages, or both. The above limitation or exclusion may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages in which event it is recorded and agreed that Nedbank total liability to the User for all losses, damages, and causes of action (including without limitation, negligence or otherwise) will not be greater than the amount the User paid to access the Website.
- 14.4 The User hereby indemnifies and holds Nedbank harmless against any losses, expenses, costs or damages of whatsoever nature incurred by the User howsoever arising, including any wilful misconduct or gross negligence of Nedbank shall under no circumstances whatsoever be liable for damages, directly or indirectly caused, or consequential loss of any nature whatsoever for any reason whatsoever. Where applicable, this clause 9 will not apply to a User insofar as it is in conflict with the CPA, if and to the extent applicable.
- 14.5 The User hereby indemnifies and holds harmless Nedbank and waives any right that it may have to claim against Nedbank in relation to any loss which it may suffer occasioned by the unauthorised use of the User's Website password and username.

15. BREACH

- 15.1 In the event of the User, or Purchaser breaching any of the Terms and Conditions, Nedbank will be entitled (but not obliged) by written notice to the User or Purchaser, as the case may be, to:
- 15.1.1 claim specific performance; and/or
- 15.1.2 cancel the User's registration to the Website; and/or
- 15.1.3 claim damages arising out of the breach.
- 15.2 Should Nedbank elect to claim damages arising out of the breach in terms hereof in respect of a sale, then the Purchaser will be liable to Nedbank for liquidated damages equal to 10% (ten percent) of the Purchasers offered purchase price for the Property.
- 15.3 The aforementioned remedies shall be in addition to such remedies which Nedbank may have under the common law.

16. DOMICILIUM CITANDI ET EXECUTANDI

- 16.1 The User elects as its domicilium citandi et executandi the physical address as stipulated in the registration documents completed by the User on the Website for service of all notices or legal processes.
- 16.2 Nedbank elects as its domicilium citandi et executandi 135 Rivonia Road Sandton.

17. PRIVACY POLICY

- 17.1 Nedbank shall take all reasonable steps to protect the personal information of the User collected by Nedbank through the Website. For the purposes of this clause “personal information” shall be defined as detailed in the Promotion of Access to Information Act, 2 of 2000 (“PAIA”). The PAIA can be accessed at https://www.gov.za/sites/default/files/gcis_document/201409/a2-000.pdf.
- 17.2 The personal information will not be made available to any third party without the User’s consent or unless required in legal process or proceedings or to protect the rights, property or safety of Nedbank or other parties. The User acknowledges that Nedbank will supply necessary third parties with the User’s personal information for the purpose of concluding a sale of the Property.
- 17.3 The User recognises that it is the User’s sole responsibility to protect its Website username and password.
- 17.4 The User recognises that Nedbank may use its confidential information to communicate with the User from time to time, unless otherwise specified by the User in writing.
- 17.5 It is recorded that the Website may collect cookies and/or make use of tracking. All Users of the Website accept that Nedbank may collect the User’s computer IP address in order to, among other things, measure the number of visitors to the Website for marketing purposes. Nedbank is under no obligation to protect this information and make use of this information without limitation.

18. USE OF THE WEBSITE

- 18.1 Save for the provisions of section 43(5) and 43(6) of ECTA, where applicable, neither Nedbank nor its duly authorised agents or representatives shall be liable for damages, loss or inability to use the Website, the services or content provided therein. Nedbank furthermore makes no representation or warranties whatsoever that the content and/or technology available on the Website is free of errors, omissions and viruses of any nature or free of interruption.
- 18.2 Any and all information on the Website should not be regarded as professional advice or the official opinion of Nedbank and it is the User’s responsibility to ensure the correctness of any of the content displayed on the Website.
- 18.3 The User agrees to use the Website only for lawful purposes and in a manner which does not in any way infringe on the rights of or restrict or inhibit the use and the enjoyment of the Website for any third party including, without limitation, conduct which is unlawful or which may harass or cause distress or inconvenience to any person. Nedbank will not be responsible in any way whatsoever for the content of external websites linked to the Website, whether directly or indirectly. It is the User’s responsibility to confirm any external Website’s privacy policy before transmitting personal information thereto.
- 18.4 No right or license is hereby granted to any User, whether juristic or natural, to any trademark, mark, branding, design or any other intellectual property of Nedbank whatsoever.
- 18.5 All material located on the Website including, without limitation, text, logos and images may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way whatsoever, except for the User’s personal non-commercial use.

18.6 The User agrees not to adapt, alter or create any derivative work from any of Nedbank material contained on the Website nor to use of Nedbank content for commercial use in any way whatsoever, without Nedbank's prior written approval.

USER REGISTRATION

- A User must register in order to gain access to the Website.

PROPERTY SEARCH

- All Users are able to search properties for sale by selecting the relevant category.
- All Users are able to access the Property Brochure, Online Sales Process, & Sale Agreement.

PROPERTY REGISTRATION

- A User must register for the Property in order to gain access to the Property Information and to place an offer on the Property.
- All Users must agree to the T&Cs, Sale Agreement and Online Sales Process

SUBMIT OFFERS

- All Users who have successfully been registered for the property are able to access a full pack of DD information.
- Prospective Purchasers are required to submit online offers and attach any necessary documentation.
- Due Diligence must be completed before submitting an offer online.
- All users are required to select on the Website, the suspensive conditions on which they wish to purchase the property.
- All offers placed by the User are irrevocable.

ACCEPTANCE OF OFFERS

- All offers remain open from date of submission to 20 (twenty) days after Close of the Sale.
- The Seller may accept any of the Offers during this period.