

BUYER TERMS

(Last updated 07 September 2020)

www.hellochoice.co.za and www.hellochoice.net, hereafter referred to interchangeably as “the Site”, which includes the App, is owned and operated by HelloChoice, Registration Number: 2018/330942/07 (incorporated in the Republic of South Africa) (“us/we/our/ourselves”). **WE OPERATE AS AN INDEPENDENT TRADING PLATFORM AND WE ARE NOT AGENTS ACTING ON BEHALF OF ANY THIRD PARTY.**

Please read our [Privacy Policy](#). Every User of the Site is deemed to have read, considered, reconciled him/her/it-self with, and agreed to these Buyer Terms, the [General Terms](#), and [Privacy Policy](#).

PLEASE READ THESE BUYER TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, OBLIGATIONS, APPLICABLE LAWS AND REGULATIONS.

1. LEGALLY BINDING AGREEMENT

- 1.1. If you accept or agree to these Buyer Terms for or on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Buyer Terms and, in such event, "you", “yourself” and "your" will refer and apply to that company or other legal entity.
- 1.2. These Buyer Terms are specific terms agreed by you and must be read and understood in conjunction with the [General Terms](#) for the Site. In the event of any conflict between these [Buyer Terms](#) and the General Terms, the provisions of this document shall prevail.

2. MODIFICATION

- 2.1. We reserve the right, in our sole discretion, to modify the Site, the General Terms and these Buyer Terms, at any time and without prior notice. If we modify these Buyer Terms, we will post the modification on the Site and update the "Last Updated Date" at the top of these Buyer Terms.
- 2.2. By continuing to access or use the Site after we have posted a modification on the Site or having provided you with notice of a modification, you indicate that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your recourse is to cease using the Site.

3. TYPES OF BUYER SALE TRANSACTIONS

- 3.1. In concluding sale and purchase agreements with Buyers, we are not the Seller’s agent.
- 3.2. We list Products for sale on a BID Sale and / or BIN Sale basis as defined in the General Terms on a consignment stock arrangement, made available to you the Buyer.
- 3.3. We operate the Site, which is a trading platform enabling you to buy our Products listed for sale.
- 3.4. There are two types of Buyer transactions provided for on the Site, namely:
 - 3.4.1. A “BID Sale” which is achieved upon the conclusion of a bidding process in terms of which the sale lot is awarded to the successful bidder who is then termed “the Buyer”;
 - 3.4.2. A “BIN Sale” which is a buy-it-now regular offer-and-acceptance, purchase-and-sale transaction. When we list Products Lots on the Site for BIN Sales, we shall include a selling price as an “invitation to do business” and shall not be construed as an “offer” (in the legal sense).

3.5. Should you wish to participate in a BID Sale or BIN Sale, your approach shall always be the “offer to purchase”.

4. **PAYMENT**

4.1. You, as the Buyer will not be charged for using the Site, other than a cancellation charge, in the event of a cancellation, as set out below.

4.2. We bank with Nedbank and we require all payments for BID Sales and BIN Sales made to us, to reflect in our bank account strictly within the time periods stipulated below.

4.3. In order that your EFT payments to us may reflect timeously, you are required to make use of your bank’s “Real Time Clearing” / “Pay and Clear now” / “Immediate Interbank Payment” or similar Direct EFT payment options.

4.4. All payments made by you to ourselves shall be made by Direct EFT Pay and Clear Now into our bank account. Bear in mind that we shall apply our payment rules strictly and that it remains your responsibility to establish what your bank’s actual cut-off times for Direct EFT payments are.

4.5. US Dollar Payments:

4.5.1. All charges for US Dollar (USD) Payments made by the Buyer to us from outside South Africa will be borne by the Buyer (Remitter) meaning that the amount received by us must be the full sales amount after all and any banking or transaction costs.

4.6. Fresh Produce, Farmer-2-Farmer, Meat and Beverage Sale Transactions:

4.6.1. Payments to conclude Fresh Produce, Farmer-2-Farmer, Meat and Beverage Sale Transactions must be made by Direct EFT to be effected and fully recognised and recorded in our bank account within 4 (four) hours of the conclusion of the bidding process. **We will pay the Seller once a verified delivery note that has been signed by you the Buyer or your designated representative.**

4.6.2. Should the payment not reflect in our bank account, as required aforesaid, such failure will result in a failed sale transaction and you shall be liable for the Buyer Cancellation Charge referred to in Clause 0 below.

4.7. Dry Beans and Grain Sale Transactions:

4.7.1. Payments to conclude Dry Beans and Grain Sale Transactions must be made by Direct EFT to be effected and fully recognised and recorded in our bank account within 24 (twenty four) hours of the conclusion of the bidding process for South African transfers and within 72 (seventy two) hours for off-shore transfers. **We will pay the Seller once a verified delivery note that has been signed by you the Buyer or your designated representative.**

4.7.2. Should the payments not reflect in our bank account, as required aforesaid, such failure will result in a failed sale transaction and you shall be liable for the Buyer Cancellation Charge referred to in Clause 0 below.

4.8. Nuts and Dried Fruit Sale Transactions:

4.8.1. 50% Deposit Payments to conclude Nuts and Dried Fruit Sale Transactions must be made by Direct EFT to be effected and fully recognised and recorded in our bank account within 24 (twenty four) hours of the conclusion of the bidding process for South African transfers and within 72 (seventy

two) hours for off-shore transfers and must pay the final payment within 10 (ten) Days of the conclusion of the bidding process.

4.8.2. Should the payment not reflect in our bank account, as required aforesaid, such failure will result in a failed sale transaction and you shall be liable for the Buyer Cancellation Charge referred to in Clause 0 below.

4.8.3. Successful bidders have 7 (seven) Days to conduct voluntary final inspection and stock verification, after which time the deposit is not refundable. The 50% Deposit payment will be fully refundable to you the Buyer within this 7 (seven) day period and paid over to the Seller less the platform margin after 7 (seven) days.

4.8.4. Products must be collected within 14 (fourteen) Days or optionally stored in safe storage facilities, to be arranged by the Buyer and at the Buyers expense.

4.9. Nursery Tree Sale Transactions:

4.9.1. The Parties record that in Nursery Tree Sale Transactions, trees will generally not be sufficiently grown and ready for Collection until some future date, being the stipulated "Plant Ready Date".

4.9.2. 50% Deposit Payments to conclude Nursery Tree Sale Transactions must be made by Direct EFT to us, payment to be effected and fully recognised and recorded in our bank account within 24 (twenty four) hours of the conclusion of the bidding process for South African transfers and within 72 (seventy two) hours for off-shore transfers.

4.9.3. Successful bidders have 7 (seven) Days to conduct voluntary final inspection and stock verification, after which time the deposit is not refundable. The 50% Deposit payment will be fully refundable to you the Buyer within this 7 (seven) day period and paid over to the Seller less the platform margin after 7 (seven) days.

4.9.4. Should the 50% Deposit Payment not reflect in our bank account, as required aforesaid, such failure will result in a failed sale transaction and you shall be liable for the Buyer Cancellation Charge referred to in Clause 0 below.

4.9.5. You must pay the final payment of the purchase price to us by EFT on or before the stipulated "Plant Ready Date" and before Collection/Delivery. **We will pay the Seller the final payment once we have received a verified delivery note that has been signed by you the Buyer or your designated representative.** Any Cancellations or Non-Collection will result in your forfeiture of the deposit paid.

4.9.6. The Parties record that in the event of the Seller failing or neglecting to make available or deliver the Nursery Trees, as contemplated herein, for whatever reason, **your claim shall lie directly against the Seller and we shall be indemnified in that regard and in respect of any other claims which you may have as a consequence of any Nursery Tree Sale Transaction concluded in terms hereof.**

4.10. BIN Sale - In order for a BIN Sale transaction to be concluded, payment must be made by Direct EFT to be effected and fully recognised and recorded in our bank account within 24 (twenty four) hours of the conclusion of the BIN Sale. Should the payment not reflect in our bank account, as required aforesaid, such failure will result in a failed sale transaction and you shall be liable for a cancellation charge.

5. **CANCELLATION**

- 5.1. In the event that your payment to us for a successful BID Sale or BIN Sale not being fully recognised and recorded in our bank account within the prescribed time, or in the event of a cancellation of the transaction for any other reason, you shall pay us a Buyer Cancellation Charge equivalent to the higher of either R1,150.00 (including VAT) or 3% (three percent) of the BID Sale and/or BIN Sale transaction value.
- 5.2. We shall debit the Buyer Cancellation Charge to your account in our books, which shall be payable before you are permitted to make any further transaction on the Site.

6. **OWNERSHIP AND RISK**

- 6.1. Upon payment for the BID Sale or BIN Sale having been fully recognised and recorded in our bank account, the ownership in the Products shall pass directly through us from the Seller to you the Buyer.
- 6.2. The risk in the Products shall pass to you upon your, or your transport contractor, loading the Products.
- 6.3. You will collect the Products from the address as stipulated in the BID Sale or BIN Sale details as soon as reasonably possible, but within no more than 3 (three) days of conclusion of the sale.

7. **TRANSPORT ARRANGEMENTS**

- 7.1. As the owner of the Products purchased in terms of the BID Sale or BIN Sale concluded in terms of these Buyer Terms you must make the transport arrangements, at your cost to collect the bought and paid for Products.