

PRIVACY POLICY

PRIVACY NOTICE

The Privacy Notice govern the use of Truck Warehouse Group Pty Ltd(TWH) website (“website”). By checking the “I accept the Terms and Conditions” option or by continued use of the TWH website, the User agrees to be bound by the terms as set out in this legal notice. If the User does not wish to be bound by these terms, the User may not access, display, use, download, or otherwise copy or distribute any content obtained from the website.

TWH is committed to protecting the User’s privacy. This privacy policy explains the manner in which TWH shall collect, use, maintain and discloses customer information as well as what the User’s access rights to the information and/or data are.

PERSONAL IDENTIFICATION INFORMATION

TWH may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit the website, complete any online form, and in connection with other activities, services, features or resources TWH makes available on the website.

INFORMATION THAT A USER MAY PROVIDE

When a User registers as a User and through the ongoing use of the website, TWH may collect information from the User, including but not limited to one or more of the following fields:

Personal details such as name, surname, gender;

Contact details, such as email address and contact number;

Preferences with respect to the use of website.

COLLECTING OF SERVICE-RELATED INFORMATION

The following types of information are collected in the background through the User's use of the website:

System data relating to the User's device or internet connection, such as the User's device's operating system, browser or IP address;

Usage data regarding the User's use of the website; and

Analytics data in aggregate and anonymous format via third party tracking services such as Google Analytics.

COOKIES POLICY

TWH's website may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. A cookie is a small text file stored by the User's browser (for instance, Internet Explorer or Chrome) on the User's computer or mobile device. TWH uses cookies to authenticate returning customers and to prevent fraudulent use of User accounts. Cookies can be disabled in the browser settings, but if a User disables them, they will not be able to log into the TWH website or some parts of the website may not function properly.

SECURITY AND PROTECTION OF INFORMATION

The User's user and System Data are private and confidential and are treated as such. TWH takes all reasonable steps to secure and protect your data during hosting and transmission and to ensure that your information is handled in accordance with the Terms.

However, it is possible for Internet-based communications to be intercepted or servers to be hacked. TWH will not be responsible for any damages the User or any third party may suffer as a result of the hosting or transmission of confidential or disclosed information that the User make to TWH through the Internet, or that the User expressly or implicitly authorises TWH to make, or for any errors or any changes made to any transmitted information.

To ensure acquaintance with and awareness of the privacy measures and policies of TWH, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms.

USING AND SHARING OF INFORMATION

TWH may not use and share the User and System Data it collects from the User.

TWH undertakes not to share any of the User's User or Systems Data that are deemed of a personal or private nature.

TWH retains the right to transfer the User's information to a new owner if the ownership of all or substantially all of our business should change, in which case the terms of Notice will still apply until the Terms are updated or amended by the acquiring party upon notice to the User.

TWH may release account information or User Data when we believe, in good faith, that such release is reasonably necessary to (a) comply with law, (b) enforce or apply the terms of any of our user agreements or (c) protect our, our Users or any other relevant third parties' rights, property or safety.

USING DATA FOR RESEARCH AND BENCHMARK PURPOSES

The User hereby provides consent for their de-identified User and System data to be used for research relating to purchases of the TWH services. The User also consents to the use of aggregate User and System data for statistical and benchmark purposes.

USING DATA FOR RESEARCH AND BENCHMARK PURPOSES

Local storage is a more secure way for web-applications to store large amounts of data locally in the User's browser without affecting the web-application's performance TWH uses local storage to store some of the User Data to improve the application's performance and to allow the User to use the application to some extent, whilst offline when an Internet connection is not available.

When a User logs out of the TWH website any information stored in local storage is cleared. The User can choose to disable local storage in the settings menu. Please note that disabling local storage will detrimentally affect the User's experience with the TWH website.

DATA PROTECTION AND USE OF INFORMATION

TWH may, and the User expressly consents to, the collecting and processing of their User Data and System Data by TWH to open, administer and operate the User's profile and contact the User provide any combination of services linked to TWH; carry out statistical and other analyses to identify potential markets and trends; and develop new products and services.

The User expressly consents that TWH may process and further process the User Data and System Data within TWH for the above purposes; disclose their Personal Information to any person who provides services to TWH or acts as their agent or to whom TWH has transferred or proposed to transfer any of their rights and duties in respect of a User's account and/or share the User's User Data and System

Data with their services providers, locally and outside the Republic of South Africa, as necessary. TWH demands that any third-party service providers to TWH agrees to their strict privacy policies if they need to access any Personal Information to carry out their services.

The User acknowledges that TWH will at all times remain responsible for determining the purpose of and means for processing the User's User Data and System Data; and TWH is required by legislation to collect certain of Personal Information from the User, without which TWH will be unable to offer the TWH services for purchase by a User.

The User agrees that they are providing TWH with their Personal Information voluntarily and freely.

Whenever the User is of the opinion that TWH fails to comply with the Privacy Policy as set out herein, the User will contact TWH by sending a request on the "contact us" tab. TWH will review the User's representations made by email and, if within their sole and absolute discretion advisable,

take corrective action and in any event within 7 (seven) days respond to User informing about corrective actions taken, if any.

When a User logs out of the TWH website any information stored in local storage is cleared. The User can choose to disable local storage in the settings menu. Please note that disabling local storage will detrimentally affect the User's experience with the TWH website.

HOW Truck Warehouse Group Pty (Ltd) ("TWH") USES COLLECTED INFORMATION

TWH may collect and use Users personal information for the following purposes:

To improve customer service Information you provide helps us respond to your customer service requests and support needs more efficiently.

To improve our website We may use feedback you provide to improve our products and services.

To send periodic emails We may use the email address to respond to their inquiries, questions, and/or other requests.

HOW Truck Warehouse Group Pty (Ltd) ("TWH") PROTECTS YOUR INFORMATION

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information and data stored on our website.

SHARING YOUR PERSONAL INFORMATION

TWH will not sell, trade, or rent Users personal identification information to others. TWH may only share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with its business partners, trusted affiliates and advertisers for the purposes outlined above.

LINKS TO OTHER WEBSITES

Users may find advertising or other content on the website that link to the sites and services of the TWH partners, suppliers, advertisers, sponsors, licensors and other third parties. TWH does not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from the website. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to the website, is subject to that website's own terms and policies.

GENERAL CONDITIONS OF SALE

Truck Warehouse Pty (Ltd) (TWH) shall have the right to control, regulate and control the auction. The auction will be recorded. The recording shall not be available to the public or the Purchaser but TWH shall make the recording available should it be required to do so by an order of court or by law. The recordings shall be prima facie (rebuttable/ challengeable) proof of the auction proceedings. Each item is sold at the auction as a lot/individual item. TWH may, without penalty or prior notice and only if the seller/owner/lawful holder ("Seller") of any individual lot or items, or a group or parcel of assets (such group or parcel of assets hereafter called "lots"), in writing permits TWH to do so, will TWH be entitled to withdraw any item or lots from the auction (such item or lots hereafter called the "goods"). The goods may constitute a lot or parcel of goods which are sold as a lot or parcel and purchased by the Purchaser, subject to these terms and conditions, as a lot or parcel. In respect of any goods, the highest accepted bidder therefore shall be the purchaser of such goods ("Purchaser"). The Purchaser shall be bound by all of the terms and conditions announced. On the fall of the hammer at the auction for the goods purchased by the Purchaser, a sale for the goods shall be finally and irrevocably concluded; subject only to such suspensive conditions as may be applicable to any goods. Risk in and to the goods shall pass to the Purchaser on the fall of the hammer. The Purchaser acknowledges that he/she/it has inspected the goods, noted the condition and state thereof, and is satisfied with the goods on auction. The goods are sold subject to the condition report/inspection report furnished for the goods (for the auction) or in a document appended to or alongside the goods. TWH is only aware of the condition and state of the goods at they are, and as disclosed by TWH. TWH does not have any other knowledge of the goods and the state and condition thereof. Accordingly, the goods are sold in the condition and state that they are in and the Purchaser purchases the goods in accordance therewith. TWH shall not be liable for any condition or state of any of the goods of which TWH is unaware or cannot reasonable have knowledge. Neither the Seller of the goods, nor TWH, give any warranties or guarantees or make any representations in regard to the condition or state of any of the goods, save for the representation that appears on the condition report/inspection report for the goods concerned and, save for such condition report/inspection report, TWH is not responsible for any errors of description of any of the goods. All bids made at the auction are deemed to exclude VAT and buyer's premium. The Purchaser shall not be entitled to take delivery of the goods until payment of the full purchase price has been made to TWH and the Purchaser is in possession of an invoice from TWH stating that the Purchaser has paid the purchase price (such invoice hereafter called the "paid invoice"). In the case of motor vehicles or other items requiring the completion and delivery of documents by the Seller or any third party, TWH shall not be obliged to deliver such goods to the Purchaser until the relevant documentation, duly completed and signed, has been delivered to TWH. The Purchaser agrees that all fees, charges and the buyer's premium shall be paid to TWH immediately after the fall of the hammer even though the goods have not been or may not be delivered to the Purchaser. Delivery of the goods shall be deemed to have been made to the Purchaser upon delivery to the Purchaser of the paid invoice, alternatively upon delivery of an

element of the goods or by which the goods can be identified (such as keys). The Purchaser agrees that as the goods will not actually be physically delivered to the Purchaser's address or any address nominated by the Purchaser, the Purchaser shall be responsible for all of the costs of delivery. The Purchaser shall remove the goods from TWH's premises within the period announced by the auctioneer at the relevant auction. The Purchaser shall not be entitled to cancel the sale as a result of timeous non-delivery of the goods or on non-signature of the required documents. TWH shall be entitled, without penalty, to cancel the sale should the required documents of or relating to the goods not be signed and delivered to TWH within 21 days of the date of the auction; the Purchaser must look to the Seller for any damages that the Purchaser may have suffered due to such non-delivery or non-signature. After the fall of the hammer, the Purchaser shall bear the risk in and to the goods even if the goods continue to remain at TWH premises, in particular for any shortages or damage which may occur, and the Purchaser shall be liable to pay storage fees to TWH if the goods remain on TWH premises. In the event the Purchaser failing to pay the full purchase price of the goods ("sale price") immediately on the day of the auction or on or before the applicable time (as per the relevant announcement by the auctioneer), failing to remove the goods and/or otherwise failing to comply with any of these terms and conditions, then any amounts paid to TWH by the Purchaser (whether as fees, costs and/or buyer's premiums) shall be irrevocably forfeited to TWH, and any deposit paid by the Purchaser to TWH for the goods shall be irrevocably forfeited to the Seller (such deposit to and shall be deemed to be genuine pre-estimated (and liquidated) damages that the Seller may suffer and the forfeiture of the deposit shall be payment or part payment of such damages. The Seller shall be entitled to re-sell or re-auction such goods without notice to the Purchaser. TWH shall have a lien over the goods for any amounts due and payable by the Purchaser to TWH. Should TWH re-sell/re-auction such goods and should the net proceeds thereof (after deducting commission, fees, costs and buyer's premium payable to TWH) be less than the sale price, then the Purchaser shall immediately upon demand pay to TWH as pre-estimated, liquidated, damages, such difference, less any amounts forfeited. TWH shall not be liable to the Purchaser for any losses or damages suffered by the Purchaser as a result of the termination of the sale by the Seller or any failure to deliver the goods attributable to the Seller. Save for any announcement by the auctioneer in respect of the goods prior to the bidding therefore, no variations or amendments hereto shall be of any force and effect unless reduced to writing and signed by the Purchaser and TWH. No indulgence which the Seller and/or TWH may grant to the Purchaser shall prejudice, or constitute a waiver of, the rights of the Seller and TWH, who shall not thereby be precluded from exercising any rights against the Purchaser which may have arisen in the past or may arise in the future. The Purchaser confirms and acknowledges that when he/she/it viewed the units concerned, all of the particulars of and relating to the motor vehicle (including the name and business address of the auctioneer, a notice that there is no liability or duty on the auctioneer/auction house/bank/financial entity/Seller to repair, the motor vehicle's year of manufacture, year of first registration, manufacturer, model designation, registration number, engine number, VIN number, odometer reading and that the odometer reading is not guaranteed) were affixed to the motor vehicle in document form or otherwise available in writing at or by the motor vehicle.

The Purchaser chooses as domicilium citandi et executandi (the address of delivery for all purposes arising from these terms and conditions), the physical address of the Purchaser reflected above or on the reverse side hereof or reflected in any document signed or handed by the Purchaser to TWH or the Seller in connection with the goods and/or the auction concerned. The Purchaser consents to the jurisdiction of the Magistrate's Court, but agrees that the Seller and/or TWH shall be entitled to institute proceedings in the High Court. In the event that any legal steps are taken against the Purchaser, the Purchaser agrees to pay all of the legal costs (on the attorney and own client scale) of TWH and/or the Seller and which is paid and/or may be payable to TWH's/the Seller's attorneys (by agreement or otherwise), alternatively, where there is no such agreement, on the attorney and own client scale as per the tariff of the relevant Court involved. The Purchaser and surety (if applicable) hereby cede(s), assign(s), transfer(s) and make/makes over unto and in favour of TWH the Purchaser's and surety's rights, title and interest to all his/her/its immovable property registered in his/her/its name and any movable property owned by him/her/it or to which him/her/it is entitled, such as is sufficient to satisfy his/her/its indebtedness to TWH. The Purchaser and surety (if applicable) agree(s) that all such immoveable and/or movable property shall be specially executable by, at the instance of and in the favour of TWH. Any term and condition above is severable from the remaining terms and conditions, which remaining terms and conditions shall continue to apply and be effective. The Purchaser is the purchaser of the goods at the auction or who has otherwise purchased the goods from TWH. The buyer's premium, payable to TWH means, in terms of the norms of the international auctioneering industry a percentage of the purchase price of the goods, which percentage will be available in written form, in the form of a notice affixed in a prominent place at the venue of the auction, alternatively will be otherwise notified to the Purchaser. The buyer's premium shall be paid to TWH on the date of the auction. The Purchaser and Surety confirm and agree that there is no duty to repair the goods on the part of the auctioneer / auction house / seller. TWH may at any time during the auction request that a bidder pay an additional deposit in order to continue bidding. Bidders information may be shared with SAIA (S.A. Institute of Auctioneers) and SAIA registered auctioneers and should the bidder default they may be blocked from all future auctions, including auctions by other SAIA registered members. Any personal information and/or documents belonging to you or that of any third party as required by the Financial Intelligence Centre Act, 38 of 2001, that is processed through the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, use or such other means as defined in the Protection of Personal Information Act, 4 of 2013, as provided by you to us shall be processed for legitimate business purposes in the provision of any products or services herein, which may include the transmission of such information to our Sellers (or any such division, subsidiary or affiliate) for processing. In the event that payment is received by TWH from a party other than the purchaser, TWH reserves the right to conduct a risk assessment and request KYC documents in respect of the third party payer before the asset is released. Should TWH deem the transaction to no longer fall within an acceptable threshold of our risk appetite to conclude the sale, TWH shall have the right to cancel the sale transaction. In the event that a further risk assessment is required, the Auctioneer and/or Seller reserves the right to conduct such assessment after the

+27 73 536 4867
www.twh-sa.co.za
info@twh-sa.co.za
finance@twh-sa.co.za
parts@twh-sa.co.za
trucks@twh-sa.co.za



auction process is concluded and may cancel the sale transaction should the Auctioneer and/or Seller no longer deem the transaction to fall within an acceptable threshold of their risk appetite to conclude the sale. Release of the asset will be subject to the completion of the risk.

