

WESKAAPLANDSE DORPERKLUB



Geskiedenis van die
Dorper is beskikbaar op www.dorper.co.za

WESKAAPLANDSE DORPERKLUB

Stoet- & Kommersiële veiling

in samewerking met Graafwater Landbouvereniging

23 SEPTEMBER 2026

11H00 | RIETFontein, Graafwater

AANBOD: 37 DORPER OOIE | 8 WITDORPER OOIE

TELERS

- MATIE LE ROUX
- SPRINGDUIN WITDORPERS
- HELDERSIG BOERDERY (PTY) LTD

NAVRAE •

PADKOS DE BEER (BKB)

083 442 6978

CARL MALHERBE (AFSLAER)

082 496 3446

PAUL SMIT (VOORSITTER WESKAAPLANDSE DORPERKLUB)

083 305 3732

RIAAN LE ROUX (WESKAAPLANDSE DORPERKLUB)

063 262 8240

BKB

LEWENDEHAWE &
AFSLAERSDIENSTE

KAAP AGRI



BAIE WELKOM
BY DIE
WESKAAPLANDSE
DORPERKLUBVEILING
(GRAAFWATER)

23 SEPTEMBER 2026



The Trusted Home of Agriculture
Die Betroubare Tuiste van Landbou

WAARBORG

Ramme wat op die veiling aangebied word, word ten opsigte van vrugbaarheid en gesondheid vir 'n tydperk van veertien (14) dae ná die veiling gewaarborg. Bedekking word vir 'n tydperk van dertig (30) dae ná die veiling gewaarborg.

Indien 'n ram binne veertien (14) dae deur 'n veearts as onvrugbaar verklaar word, of indien 'n veearts binne veertien (14) dae sertifiseer dat die ram dood is as gevolg van 'n oorsaak waarvoor die verkoper verantwoordelik gehou kan word, onderneem die verkoper om die volle koopsom aan die koper terug te betaal of 'n ander ram wat vir die koper aanvaarbaar is, in ruil te gee.

Die verkoper moet die waarborg onmiddellik gestand doen deur die volle koopsom terug te betaal of die ram te vervang. Geen ander reëling word toegelaat nie.

GUARANTEE

Rams offered at the auction are guaranteed for fertility and health for a period of fourteen (14) days after the auction. Covering is guaranteed for a period of thirty (30) days after the auction.

If a ram is declared infertile by a veterinarian within fourteen (14) days, or if a veterinarian certifies within fourteen (14) days that the ram has died due to a cause for which the seller can be held responsible, the seller undertakes to refund the full purchase price to the buyer or to provide another ram acceptable to the buyer in exchange.

The seller must honor the guarantee immediately by either refunding the full purchase price or replacing the ram. No other arrangement is allowed.

GEBRUIKSREG & SPESIALE VERKOOPVOORWAARDES

Indien die gebruiksreg van 'n ram teruggehou word, moet die verkoper dit baie duidelik skriftelik omskryf, met datums waar van toepassing.

Die gebruiksreg moet uitgelees word voordat die ram verkoop word en moet deur die verkoper en koper onderteken word, sodat daar geen misverstand kan wees nie.

Enige spesiale verkoopsvoorwaardes moet vooraf aan die afslaer bekendgemaak word en moet duidelik by die verkoper se kraal vertoon word sodra die lotnommers toegeken is.

KLAGTES & HERINSPEKSIE

By ontvangs van 'n skriftelike klagte, insluitend per e-pos, binne sewe (7) dae ná die betrokke veiling, behou die Raad die reg voor om binne een-en-twintig (21) dae ná die betrokke veiling 'n herinspeksie van enige veilingsdier te reël.

Sodanige herinspeksie mag herklassering van die veilingsdier tot gevolg hê, byvoorbeeld van stoet na kudde, of omgekeerd.

Die besluit van die Raad ná sodanige herinspeksie is finaal en geen gevolgskaad mag deur die koper of verkoper van die Genootskap geëis word nie.

Indien 'n veilingsdier tydens die herinspeksie swakker geklassifiseer word, onderneem die verkoper om die volle koopsom terug te betaal of 'n aanvaarbare vervangingsdier te verskaf, mits die verkoper sodanige skriftelike versoek van die koper binne veertien (14) **ná die herinspeksie ontvang**.

Die koper sal op geen stadium enige gevolgskaad van die verkoper kan eis nie.

BRANDSIEKTE

Alle skape wat na 'n verantwoordelike persoon se grond beweeg word moet twee maal met 'n doeltreffende middel volgens die gebruiks-aanwysings van die betrokke middel teen skaap brandsiekte behandel word alvorens sodanige skape met enige ander skape op die verantwoordelike persoon se grond vermeng.

(Staatskoerant: 01.03.1991).

VERDUIDELIKING

DORPERS WORD AANGEWYS MET



WIT DORPERS WORD AANGEWYS MET



RIGHT TO USE & SPECIAL SALE CONDITIONS

If the right to use a ram is reserved, the seller must describe it very clearly in writing, including dates where applicable.

The right of use must be clarified before the ram is sold and must be signed by both the seller and buyer so that there's no misunderstanding.

Any special sales conditions must be made known to the auctioneer beforehand and clearly displayed at the seller's pen as soon as the lot numbers are assigned.

COMPLAINTS & RE-INSPECTION

Upon receiving a written complaint, including by email, within seven (7) days after the relevant auction, the Council reserves the right to arrange a re-inspection of any auction animal within twenty-one (21) days after the auction.

Such a re-inspection may result in reclassification of the auction animal, for example from breeding to herd, or vice versa.

The Council's decision after such a re-inspection is final and no consequential damages may be claimed from the Society by the buyer or seller.

If an auction animal is classified lower during the re-inspection, the seller undertakes to refund the full purchase price or provide an acceptable replacement animal, provided the seller receives such a written request from the buyer within fourteen (14) days **after the re-inspection**.

The buyer will at no stage be able to claim any consequential damages from the seller.

S H E E P S C A B

All sheep moved to a responsible person's land must twice be treated with an effective remedy according to the instructions for the use thereof against sheep scab before such sheep mingle with any other sheep on the responsible person's land

(Government Gazette: 01.03.1991)

E X P L A N A T I O N

DORPERS ARE INDICATED WITH



WHITE DORPERS ARE INDICATED WITH



“BESKERMING” OP VEILINGS

As veilings onder die beskerming van die Dorperskaaptelersgenootskap van S.A. gehou word, beteken dit dat die diere deur ten minste 3 Inspekteurs van die Genootskap geïnspekteer word wat tot die beste van hul vermoë probeer vasstel dat die diere aan die Dorper rasstandaarde voldoen. Alle diere word egter voetstoots verkoop en ons Inspekteurs kan nie die gesondheid van die diere waarborg nie.

Die verlening van beskerming deur die Dorperskaaptelersgenootskap van Suid-Afrika mag nie vertolk word as 'n borgskap of waarborg, in die regstegniese sin, van enige aard of van enige persoon, hetsy verkoper of koper van diere, se verpligtinge nie.

Nieteenstaande die feit dat veilingsdiere so goed moontlik deur inspekteurs wat deur die Raad aangestel is, geïnspekteer word, kan foute voorkom.

Alle diere word deur die verkoper verkoop en die Genootskap aanvaar geen aanspreeklikheid vir die gesondheid, vrugbaarheid, prestasie, genetiese meriete of geskiktheid van enige dier vir enige doel nie.

Niks hierin vervat onthef die verkoper van sy of haar verpligtinge ingevolge die Veilingsreëls nie.

AFSLAERS

Afslaers is verantwoordelik om kraalfooie in te vorder en oor te betaal aan veiling instansie.

BRANDSIEKTE

Afslaers moet reël om Brandsiektesertifikate van verkopers in ontvangs te neem.

“UNDER AUSPICES” AS SALES

If sales are held under the auspices of the Dorper Sheep Breeders’ Society of S.A. it means that the animals are inspected by at least 3 Inspectors of the Society who try to ensure to the best of their ability that the animals conform to the Dorper Breed Standards. All the animals are, however, sold “voetstoots” and our Inspectors cannot guarantee the health of the animals.

The provision of protection by the Dorper Breeders' Society of South Africa should not be interpreted as a sponsorship or guarantee, in the legal sense, of any kind or of any person, whether seller or buyer of animals, regarding their obligations.

Even though auction animals are inspected as thoroughly as possible by inspectors appointed by the Council, mistakes can happen.

All animals are sold by the seller, and the Society accepts no responsibility for the health, fertility, performance, genetic merits, or suitability of any animal for any purpose.

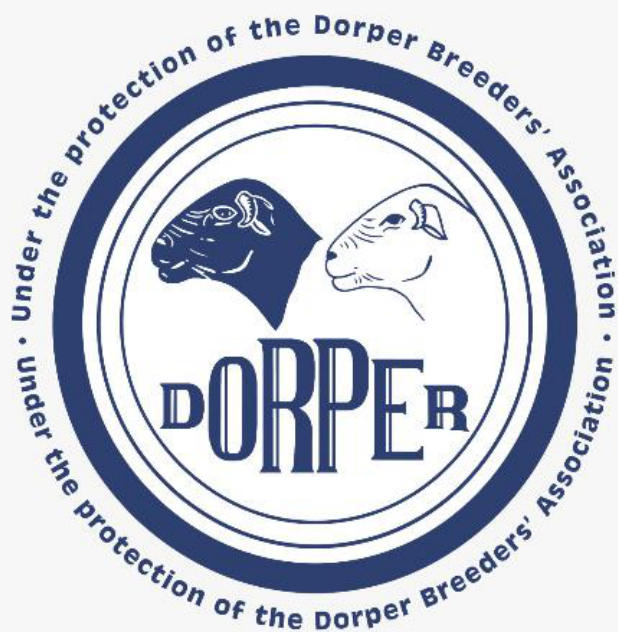
Nothing contained herein relieves the seller of his or her obligations under the Auction Rules.

AUCTIONEERS

Auctioneers are responsible for collecting of penning fees and for paying over to persons supplying venue.

SCAB

Auctioneers must arrange to collect Scab Certificates from sellers.



GRAAFWATER INSKRYWINGS 2026

<i>VERKOPERS</i>		<i>DORPER OOIE</i>	<i>WIT DORPER OOIE</i>
1	MATIE LE ROUX	22	-
2	SPRINGDUIN WITDORPERS	-	8
3	HELDERSIG BOERDERY (PTY) LTD	15	-

DORPER OOIE

NO 1

STOETNO 448

MATIE (JG) LE ROUX
POSBUS 872
CHARONSTRAAT 5
WELLINGTON
7655

SEL: 073 888 3351
lerouxmatie@gmail.com



LOT	OPMERKING	PRYS	
1			
2			
3			
4			
5			
16			
17			
18			
19			
20			
29			
30			
31			
32			
33			
39			
40			
41			
42			
43			
44			
45			
WAARBORG GEDOSSEER MET GEËNT MET	1 VALBENTEL COGLAVAX, OVIPAST	B/OVIS	INSP

WITDORPER OOIE**NO 2**

STOETNO 1164

SPRINGDUIN WITDORPERS
P/A KATDORINGVLEI BOERDERY
MNR HA (PIKKIE) ROSSOUW
POSBUS 606
LUTZVILLE
8165

SEL: 082 888 6545

SEL: 083 626 6056 - KOSIE



LOT	OPMERKING	PRYS	
6			
7			
8			
9			
10			
21			
22			
23			
WAARBORG GEDOSSEER MET GEËNT MET	1 OVI M+CU, ELECTRO GUARD REV 1, BLOEDNIER	B/OVIS	INSP

DORPER OOIE

NO 3

STOETNO 2885
HELDERSIG BOERDERY (PTY) LTD
P/A IZAK VAN DER WESTHUIZEN
PLAAS HELDERSIG
NIEUWOUDTVILLE
8180

SEL: 083 602 7976
SEL: 082 893 8749
info@heldersigboerdery.co.za



LOT	OPMERKING	PRYS	
11			
12			
13			
14			
15			
79			
80			
81			
WAARBORG GEDOSSEER MET GEËNT MET	1	B/OVIS	INSP

DIE
WESKAAPLANDSE
DORPERKLUB VERKOPERS
SÊ
BAIE DANKIE
VIR U
ONDERSTEUNING!!!

VEILINGSREÛLS BEDINGE EN VOORWAARDES

1. Hierdie veiling word gehou onder die beheer van BKB Beperk/ BKB van Wyk (Edms) Beperk/ BKB Louw (Edms) Beperk (hierna "die Afslaar" genoem) met besigheidspersele geleë te: Kerkstraat 15 Cradock.
2. Die Afslaar word hier deur benoem deur die Koper en Verkoper om op te tree vir en namens die Koper en Verkoper as agent in ooreenstemming met Artikel 54 van die Belasting op Toegevoegde Waarde Wet, 1991, ten opsigte van **alle** belasting fakture, krediet en / of debiet notas ten opsigte **lewendehawe**, **wild** en/of ander goedere aangebied by die veiling of enige koste van vervoer en versekering premies wat namens die Koper en Verkoper betaal is.
3. Die reëls van hierdie veiling is ooreenkomstig met die bepalings van Art 45 en alle relevante regulasies tot die Verbruikers Beskermings Wet Nr 68 van 2008.
4. Vir groter duidelikheid, bepaal Art 45(1-4) soos volg:
 - 4.1 Wanneer na veilings verwys word, sluit dit ekskusie verkope gemagtig deur 'n hofbevel in, insover die hofbevel vereis dat die werke van bates deur middel van 'n veiling moet plaasvind.
 - 4.2 Wanneer bates in lotte te koop aangebied word op 'n veiling, elke lot, tot die teenoënde bewys word, geag word 'n aparte transaksie te wees.
 - 4.3 Verkope deur middel van 'n veiling word as final beskou wanneer die Afslaar die verkoop van 'n spesifieke item of lot as voltooid aankondig deur die val van die hamer of op enige ander gebruikelike manier. Tot en met hierdie aankondiging, kan 'n bod herroep word.
 - 4.4 Vroegtydige kennis moet gegee word as die veiling en/of lot onderworpe is aan:
 - 4.4.1 'n Reserve of minimum bod; of
 - 4.4.2 Die reg van die eienaar of Afslaar om op die veiling te bly, of enige ander persoon namens die eienaar of Afslaar te bly.
 5. Tot en met die toestaan van 'n bod deur die Afslaar, soos bedoel in Art 45(3), is die Afslaar geregtig om enige bod te verwerp wat nie aan die regulasies voldoen nie en die hoogste bod aan te wys.
 6. Hierdie veiling is nie 'n absolute veiling nie, maar onderworpe aan reserve prys vasgestel deur die Koper en uitgewys deur die Afslaar voor die verkoop van elke bate of lot.
 7. Hierdie veiling sal op die datum en tyd begin soos geadeverteer of gepubliseer en sal nie uitgestel of later begin om enige II of groep van die publiek in staat te stel om aan die veiling te mag deelneem nie.
8. Indien die Afslaar bewus raak van enige fout of advertensie materiaal of enige ander publikasie of enige wysiging in hierdie veilingsreëls, sal die Afslaar spesifiek die wysigings in die reëls uitwys sowel as die foute in die advertensie of publikasie.
9. Enige persoon wat die veiling bywoon om self te bid moet, voor die aanvang van die veiling, registreer as 'n Koper op die kop ersrol en voldoen aan die vereistes soos voorgeskryf in Hoofstuk 1 van FICA 2001 en die kopersrol/koperskaart onderteken.
10. Enige persoon wat die veiling bywoon om namens 'n ander persoon te bid, moet behoorlik daartoe gemagtig word deur middel van 'n magtingskrywe van sy prinsipaal en beide die persoon en sy prinsipaal moet voor die veiling op die kopersrol registreer deur die nodige informasie te verskaf soos voorgeskryf in Hoofstuk 1 van die regulasies uitgereik in terme van FICA 2001 ten opsigte van die bewys van identiteit en moet die kopersrol/koperskaart onderteken.
11. Waar die prinsipaal 'n maatskappy is, sal die magtingskrywe op die briefhoof van die maatskappy verskyn en vergesel word met 'n gesertifiseerde afskrif van die resoluë wat die persoon magtig om so te doen. (Vir doeleindes van hierdie reël, sluit die verwysing na maatskappy ook 'n verwysing in na enige juridiese persoon, insluitend vennootskappe, trusts of regsgelykgame).
12. Alle Kopers het 'n reg om die bates te koop aangebied te inspekteer en die Afslaar sal redelike tyd en toegang hiervoor toelaat voor aanvang van die veiling.
13. Alle lewendehawe, wild en bates word voetstoots verkoop en die Kopers geniet nie die beskerming soos uiteengesê in Art 55 en 56 van die Verbruikers Beskermings Wet nie.
14. Enige ingiften verstreë met betrekking tot die gehalte, taling, geslagsbroom, oordorm, datum van dekking, kondisie, reproduktiewe status of vermoë, vrugbaarheid, gesondheidstoestand, produksievermoë, massa of enige aspek van die lewendehawe en/of wild, word deur die Verkoper verstreë en enige wanvoorstelling deur die Verkoper is sonder die medewete of samewerking van die Afslaar. Enige verhaarsreg voortspruitend uit so 'n wanvoorstelling sal uitsluitlik teen die Verkoper wees.
15. 'n Bod gemaak sluit nie Belasting op Toegevoegde Waarde in nie. BTW sal, waar van toepassing, by die prys geëe gevoeg word op alle fakture wat uitgereik word.
16. Alle Verkoper geskiedte kontant en die koopprys is onmiddellik betaalbaar aan die Afslaar na aanvaarding van die bod, tensy voor af anders met die Afslaar ooreengekom is. Enige kontantbetalings is verder onderworpe aan kontant of enige ander hanteringsfoë. Sou die Koper egter versuim om binne 7 dae van lewering te betaal, is BKB geregtig om rente by die uitstaande bedraë te voë bereken teen die huidige bank prima koers plus 5%, maandeliks bereken en kapitaliseë.
17. Indien die Koper nie die koopprys onmiddellik betaal nie en verder geen gepaste reëlings met die Afslaar getref het nie, sal/kn die Afslaar die Verkoper kanselleer en die bate of lot as onverkoopte bates hanteer en dit of weer aanbied op die veiling of by afloop van die veiling uit die hand uit namens die Verkoper verkop, afhangend van die Koper se mandaat aan die Afslaar.
18. Eiendomsreg in die lot sal gevestig bly in die Verkoper totdat die koopprys daarvan ten volle aan die Verkoper verrek is, met die voorbehoud dat risiko in die bates of lot reeds by toestaan van die bod oorgaan na die Koper soos uiteengesê in kousule 23.
19. Indien die Koper wel vooraf gepaste reëlings met BKB getref het, magtig die Koper BKB hiermee om die koopprys, koste van vervoer en versekering of enige ander ooreengekome koste, minus BKB se kommissie, namens die Koper aan die Verkoper en ander diensverskaffers te betaal, in welke geval die gemelde koopprys, en koste geag word geleë geleë en voorgeskiet te wees, die terme waarvan ooreengekom is met die Koper in 'n aparte kredietooreenkomst of koopooreenkomst. Alle betalings in terme van hierdie kousule wat deur BKB gemaak moet word aan die Verkoper namens die Koper sal deur BKB gemaak word na verstryking van 5 werksdae vanaf datum van lewering aan die Koper. Betalings voor verstryking van die 5 werksdae deur BKB aan die Verkoper word gemaak in die uitsluitlike diskresie van BKB en is nie 'n afdwingbare verpanding nie.
20. Solank enige bedrag hierkragtens deur die Koper aan BKB verskuldig is, mag die Koper, waar die bates die onderwerp van sekuriteit is vir die Koper se kredietfasiliteit met BKB, nie afstand doen van die besit van die bates nie en mag die Koper nie die bates of enige van sy regte of verpligtinge kragtens hierdie ooreenkomst seëder, afstaan, verpand of andersins beswaar, verkoop, verveem of aanbied om die voormoënde te doen, of toelaat dat die bates onderworpe raak aan enige retensiereg, hipoteë, pand of ander beswaring of geregtelike beslaglegging wat ook die oorsaak daarvan nie. BKB kan sy regte en belange hierin seëder, afstaan of verveem, sonder afstanddoëning of benadeling van sy reg van invordering van enige geleë aan BKB verskuldig.
21. Waar die Verkoper by die aangaan van hierdie veiling reëls 'n bedrag verskuldig is aan BKB of enige filiaalmaatskappy of firma van BKB, ongeag die skuldorsaak van sodanige verskuldigheid, magtig die Verkoper BKB onherroeplik om die koopprys hiervan (minus BKB se kommissie) teë die Verkoper se rekening te krediteer, synde betaling van die koopprys namens die Koper te wees.
22. Waar BKB, in terme van die 'n kredietooreenkomst geleë geleë of voorgeskiet het aan die Koper vir die betaling van die koopprys van die bates en die vervoerkoste en versekeringspremies, sal geen verweer hoënaam wat die Koper teen die Verkoper of vervoerkontraëur of versekeraar het, geopper word teen BKB nie en sal die Koper steeds verplig wees om alle bedraë, tesame met ander rente en kostes kragtens die kredietooreenkomst of koopooreenkomst verskuldig aan BKB te betaal. Die bepalings van hierdie kousule plaas geen beperking op die Koper se reg om regte/remedies wat hy mag hê teen die Verkoper, vervoerkontraëur of versekeraar uit te oefen nie.
23. Nog die Koper nog die Verkoper sal met betrekking tot enige bedrag hierkragtens verskuldig geregtig wees om skuldvergelyking toe te pas of betalings te weerhou ten opsigte van eise teen mekaar of teen BKB.
24. Elke lot sal onmiddellik nadat die bod toegestaan is geag word as geleë aan die Koper en sal daarna op die uitsluitlike risiko van die Koper wees, wie op eie koste die lot of bate van die veilingsterrein sal verwyder. Verwydering van enige bates of lotte sal egter slegs toegelaat word na betaling van die koopprys deur die Koper tensy die gepaste reëlings met die Afslaar getref is en hy toegestem het tot verwydering.
25. Die Afslaar sal slegs die rede vir die veiling aankondig indien dit enige rede anders is as 'n wrylvolle verkoop van goedere deur die eienaar.
26. Die kopersrol en die vendurol is beskikbaar vir geregistreerde Kopers vir inspeksie deur middel van 'n skriftelike versoëk en met goëie rede, gedurende besigheidsure by die besigheidspersele van die Afslaar.
27. Hierdie veilingsreëls sal slegs by die veiling uitgereik word indien dit nie beskikbaar was die publiek by die besigheidspersele van die Afslaar nie. In die geval van lewendehawe en/of wild veilings, bly die veilingsreëls onveranderd en is dit in die algemeen beskikbaar by die besigheidspersele van die Afslaar en op die Afslaar se webtuiste.
28. BKB sal onder geen omstandighede hoënaam deur enigiemand aanspreeklik gehou word vir enige verlies of skade van enige aard hoënaam, hetsy direkte of indirekte skade of gevolgskaë of andersins gely deur enigiemand, indien die lewendehawe en/of wild op die veilingsterrein onder kwarantyn geplaas word as gevolg van die aanwesigheid van 'n beheerde veeziekte onder enige lewendehawe en/of wild op die veilingsterrein nie. BKB sal die reg hê om die veiling te staak en elke koop nietig te verklaar en geen party hoënaam sal enige verhaarsreg teen BKB hê met betrekking tot die uitoëfening van hierdie bevoëghede van BKB nie.
29. Partye wat enige permitte, verwyderingsertifikaë, dokumente van identifikasie of enige ander statutêre voorgeskrewe dokument benodig, is self aanspreeklik vir die verkryging daarvan. Enige opdragte aan die Afslaar met betrekking tot die laai, en/of vervoer en/of keuse van vervoerkontraëurs en/of versekering en/of keuse van versekeraars en/of versorging van die lewendehawe en/of wild of goedere voor of na afloop van die veiling, word uitgevoer op die algehele risiko van die Koper of Verkoper, na gelang van die geval en die Afslaar sal nie aanspreeklik gehou word vir enige verlies of skade van enige aard hoënaam, hetsy direkte, indirekte, gevolgskaë of andersins, wat gely mag word as gevolg van enige opdragte van 'n Verkoper of Koper uitgevoer deur die Afslaar. Die Afslaar aanvaar egter verantwoordelikeid soos bedoel in Art 65(2) van die Verbruikers Beskermings Wet tenwyl die goedere of lewendehawe en/of wild onder beheer van die Afslaar is. Enige ooreenkomst wat die Afslaar met die vervoerondernemer of versekeraar mag aangaan, word deur die Afslaar aangaan as die verteenwoordiger van die Koper of die Verkoper, na gelang van die geval. Alle vervoerkoste en versekeringspremies is vooraf betaalbaar aan die Afslaar in kontant tensy reëlings tot die bevrediging van die Afslaar hieroor getref is.

30. Die Koper en die Verkoper stem toe tot die jurisdiksie van die Landdroshof soos beoog in Artikel 45 van Wet Nr 32 van 1944 ten opsigte van enige aksie wat die Afslaer teen die Koper of Verkoper mag instel, ondanks dat die aangeleentheid, eisoorzaak, bedrag of waarde die regspraak van daardie Hof mag oorsky, wat kragtens Artikel 28 van die voornoemde Wet jurisdiksie ten aansien van die Koper of Verkoper het. Niefteenstaande die voorafgaande, sal die Afslaer in sy uitsluitlike en absolute diskresie die reg hê om 'n regsgeding in enige Hooggeregshof van bevoegde jurisdiksie in te stel.
31. Enige regskoste wat deur BKB aangeaang word as gevolg van enige nie-nakoming van die Koper of Verkoper se verpligte hierkragens, insluitende invorderingskommissie, sal deur BKB verhaal word van die Koper of Verkoper, nagegang van die geval, op die skaal soos tussen prokureur en eie klênt.
32. Geen wysiging, verandering of nowasie van of byvoeging tot hierdie voorwaardes en geen afstanddoening deur BKB van enige van sy regte hierkragens sal enigiens van krag wees tensy dit op skrif gestel is en onderteken is deur BKB nie.
33. Geen toegewing of vergunning wat deur die Afslaer aan die Koper of Verkoper toegestaan word sal geag word om 'n afstanddoening te wees van enige van die Afslaer se regte hierkragens nie en sodanige toegewing of vergunning sal nie geag word of vertolk word as 'n nowasie hiervan nie.
34. Indien enige bepaling hiervan onwettig is of retrospektief onwettig gemaak word, sal daardie onwettige bepaling geag word as deelbaar van die res van die bepaling hiervan en *pro non scripto*.

RULES OF AUCTION, TERMS AND CONDITIONS

1. This auction will be held under the control of BKB Limited/ BKB van Wyk (Pty) Limited/ BKB Louw (Pty) Limited (hereinafter referred to as "the Auctioneer") with business premises situated at: 15 Church street Cradock.
2. The Auctioneer is hereby appointed by the Purchaser and Seller to act for and on behalf of the Purchaser and Seller as agent in accordance with Section 54 of the Value-Added Tax Act, 1991, in respect of all tax invoices, credit and/or debit notes in respect of all livestock, game and/or goods offered at the auction or any costs of transport and insurances premiums paid for on behalf of the Purchaser and Seller.
3. The rules of this auction shall comply with the provisions of Section 45 and all relevant regulations to the Consumer Protection Act 68 of 2008.
4. For greater clarity Section 45(1-4) states as follows:
- 4.1 In this section, "auction" includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.
- 4.2 When goods are put up for sale by auction, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
- 4.3 A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.
- 4.4 Notice must be given in advance that a lot or sale by auction is subject to:
- 4.4.1 A reserved or upset price; or
- 4.4.2 A right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any one person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.
5. Until the fall of the hammer as contemplated in Section 45(3) of the Act, any bid may be retracted or declined by the Auctioneer if not compliant with the regulations of the Consumer Protection Act.
6. The auction is not an absolute auction but subject to reserved prices settled by the sellers and as pointed out by the Auctioneer prior to the sale of the set asset or lot.
7. The auction shall take place at the date and time as advertised or publicised and will not be postponed or delayed to enable any member or group of the public to partake in the auction.
8. Should the Auctioneer become aware of any fault on advertising material or any other publication or amendment to these Rules of Auction, the Auctioneer will prior to the auction point out and when necessary amend such mistakes in the advertisement or publication.
9. Any person attending the auction to enter a bid, must prior to the auction register as a buyer on the bidders' roll and comply with the conditions as set out in Chapter 1 of FICA 2001. The purchaser shall sign the bidders' roll card.
10. Any person who attends the auction to enter a bid on behalf of another person must be duly authorised thereto by means of a written letter of authority from its principal and such a person together with his principal must both register prior to the auction on the bidders' roll and provide all necessary information as required in Chapter 1 of the regulations issued in terms of FICA 2001 with regard to proof of its identity. The bidders' roll card must be signed by such a person and on behalf of its principal.
11. Where the principal is a company the letters of authority shall appear on the letterhead of the company together with a certified copy of a resolution authorizing the person to bid on behalf of the company. (For purposes of this rule any reference to a company will include any reference to juristic person including partnerships, trusts or incorporated entities).
12. All purchasers have a right of inspection of all goods put up for sale and the auctioneer shall provide reasonable time and access prior to the start of the auction for such an inspection.
13. All livestock, game and goods are sold "voetstoots" and the purchasers do not enjoy the protection of Section 55 and 56 of the Consumer Protection Act.
14. Any information provided regarding the quality, breeding, age, date of insemination, condition, reproductive status or any information regarding health, production or mass or any other aspect of the livestock and/or game, is provided by the seller and any misrepresentation by the seller is without the cooperation or knowledge of the Auctioneer. Any right of recourse as a result of such misrepresentation shall be against the seller.
15. Any bid made does not include VAT which, where applicable, will be added to the bidding price for which a VAT invoice will be issued.
16. All sales are for cash and purchase price is payable immediately to the Auctioneer on acceptance of the bid unless otherwise arranged prior to the auction with the Auctioneer. Any payment made in cash is further subject to cash or any other handling fees. Should the Purchaser however fail to make payment within 7 days from date of delivery, BKB will be entitled to add interest calculated at the current bank prime rate plus 5% to the capital amount outstanding. The interest will be calculated monthly and capitalised.
17. Should the purchaser not pay the purchase price immediately and has failed to make arrangements for payment with the Auctioneer, then the Auctioneer can/will cancel the sale and treat the assets or lots as unsold lots which may again be presented on the auction for sale or be sold out of hand by means of liaison services, depending on the seller's mandate to the auctioneer.
18. Ownership in the lot or assets will remain that of the seller until the purchase price has been paid in full to the seller with the provision that the risk in the assets or lot passes to the purchaser at the fall of the hammer as set out in clause 23.
19. In the event that Purchaser has made necessary finance arrangements with BKB, the Purchaser hereby authorises BKB to pay the purchase price or costs of transport, insurance and any other agreed cost, minus BKB's commissions, on behalf of the Purchaser to the Seller and other service providers, in which event the said payment by BKB on behalf of the Purchaser will be deemed to be monies lent and advanced, the terms and conditions thereof being agreed with the Purchaser in a separate credit agreement or sale agreement. All payments made by BKB to the Seller on behalf of the Purchaser in terms of this clause will be made after the lapse of 5 (Five) working days from date of delivery of the asset to the Purchaser. Any payment made by BKB to the Seller prior to the lapse of the 5 (Five) working day period is made at the sole discretion of BKB and not an enforceable indulgence.
20. For as long as any amount is owing to BKB by the Purchaser, the Purchaser may not, where the assets are the subject of security of the Purchaser's credit facility with BKB, relinquish possession of the said asset, nor may he cede the asset or any of its rights and Oubasie van Heerdenligations in terms of this agreement to a third party or otherwise encumber, sell or dispose of the said asset or allow it to become the subject of any right of retention, hypothec, pledge or any encumbrance, whatever the cause thereof may be. BKB may be entitled to cede its rights and Oubasie van Heerdenligations without affecting its rights of recourse for any monies still due to it.
21. In the event of the Seller already being indebted to BKB or any of its affiliates at the time of this auction, the Seller hereby irrevocably authorises BKB to set off the purchase price due to the Seller by BKB (minus BKB's commission) against the amounts due by the Seller to BKB.
22. Where BKB, in terms of a credit agreement, lent and advanced monies to the Purchaser for payment of the purchase price of any asset or payment of any transport costs or insurance premiums, no defence of whatsoever nature which the Purchaser may raise against the Seller or the transport contractor or the insurance company may be raised against BKB and the Purchaser shall still be Oubasie van Heerdenligated to pay all amounts owing, together with further interest and costs thereon raised in terms of the credit agreement or sale agreement, to be BKB. The conditions of this clause do not interfere with the rights, entitlements or remedies the Purchaser may have against the Seller, transport contractor or insurance company.
23. Neither the Purchaser, nor the Seller, shall be entitled to apply set-off or to retain any monies owing arising from any claim they may have against each other or BKB with regards to any amount owing in terms hereof.
24. Each lot shall immediately after the fall of the hammer deemed to be delivered to the purchaser at which time the risk will pass to the purchaser who will at his own risk and cost remove the lots or assets from the auction terrain. Removal of any assets or lots however will not be allowed by the Auctioneer until payment of the purchase price by the purchaser or acceptable arrangements for payment thereof have been made by the purchaser with the Auctioneer.
25. The Auctioneer will only be Oubasie van Heerdenligated to give reasons of the auction if such reasons are other than the voluntary sale of goods by its owners.
26. The bidders' roll and vendor roll will be available for registered buyers for inspection with written notice and good reason during the normal office hours at the business premises of the Auctioneer.
27. The rules of auction will only be read out at the auction if they were not available to the public at the place of business of the Auctioneer. In the event of livestock and game auctions, the rules of auction remain unchanged and are in general available at the business premises of the Auctioneer or on the website of the Auctioneer.
28. Under no circumstances will BKB be held liable for any loss or damage of any cause whatsoever albeit direct or indirect damages suffered by anyone if the livestock and/or game at the auction premises have to be placed under quarantine as a result of the presence of a livestock and/or game disease present. In such event BKB will have the right to cancel the auction as well as any already complete sales and no party will be entitled or have a right of recourse against BKB.

29. Any party requiring permits, removal certificate, documentation of identification or any other statutory prescribed document **will solely** be responsible for Oubasie van Heerdentaining same. Any instructions to an auctioneer with regards to the loading, transporting, choice of transport contractors, insurance or choice of insurers **will** executed at the sole risk of the person acquiring such services and the Auctioneer **will not** be held responsible for any losses whether direct or indirect which may be suffered as a result of giving effect to the instructions by the Auctioneer. The Auctioneer however does accept responsibility as contemplated in Section 35(2) of the Consumer Protection Act whilst the goods or lots are under control of the auctioneer. Any agreement entered into by the Auctioneer with a transport company or insurer is done so in its representative capacity of the **seller** or buyer. **All** transport costs or insurance premiums are therefore payable to the Auctioneer in cash except if acceptable alternative arrangements were made with the Auctioneer.
30. Both the **seller** and the buyer consent to the jurisdiction of the Magistrate's Court as contemplated in Section 45 of Act 32 of 1944 having regard to any action which the Auctioneer may institute against the buyer or **seller** irrespective of the cause of action. Notwithstanding the aforesaid the Auctioneer **will** have the sole and absolute discretion to institute action in any High Court with appropriate jurisdiction.
31. Any legal costs that BKB may have or will incur as a result of the non-compliance of the Purchaser and/or Seller in terms of its or their Oubasie van Heerdentaignings herein, shall be recoverable by BKB, together with collection commissions from the Purchaser and/or Seller on a scale as between attorney and own client.
32. No variation, amendment, novation or addition to these terms and conditions **will** have the effect of BKB renouncing any of its rights in terms hereof, **unless** it is reduced to writing and signed by BKB.
33. No relaxation or indulgence by the Auctioneer must be interpreted as a waiver of any of the Auctioneer's rights in terms hereof. Such relaxation or indulgence must also not be interpreted as a novation hereof.
34. Should any condition be unlawful or become retrospectively unlawful, that unlawful condition shall be deemed to be amended to the extent and in the manner as is necessary to make it lawful or should such amendment be impossible, the unlawful conditions **shall** be deemed devisable from the remainder of the conditions and *pro non scripto*.

SKAKELDIENSOORENKOMS: BEDINGE EN VOORWAARDES

1. Vir doeleindes van hierdie bedinge en voorwaardes, waar na BKB verwys word, word verwys na BKB Beperk en of enige van sy filiaal maatskappye, insluitend maar nie beperk tot BKB VAN WYK (Edms) Beperk en BKB Louwid (Edms) Beperk nie.
2. Alle goedere en/of lewende hawe (hierna verwys as "die bates") deur BKB namens die Verkoopervirkeper.
3. BKB word hier deur benoem deur die Koper en Verkoopervirkeper om op te tree vir en namens die Koper en Verkoopervirkeper as agent in ooreenstemming met Artikel 54 van die Belasting op Toegevoegde Waarde Wet, 1991, ten opsigte van alle belasting fakture, krediet en / of debiet notas ten opsigte lewendehawe, wild en/of ander goedere aangebied as deel van die skakeldienstransaksie of enige koste van vervoer en versekering premies wat namens die Koper en Verkoopervirkeper betaal is.
4. Die Verkoopervirkeper bevestig dat daar geen bewarings op sodanige bates bestaan nie, dit nie seeder is nie en dat dit sy uitsluitlike eiendom is.
5. Die Verkoopervirkeper wat enige bate aanbied aanvaar **alle aanspreeklikheid** met betrekking tot inligting oor toring, gestag, ouderdomme, datums van dekking, gesondheidstoestand of enige ander besonderde of aspekte van die bate(s) wat foutief mag wees en die Koper se enigste reg van verhaal, in geval van 'n dispuut, **sal** teen die Verkoopervirkeper wees.
6. Die Koper is in alle transaksies geregtig om die bates te inspekteer sodat die Koper kan vasstel dat die bates van die tipe en kwaliteit is wat redelik verwag kan word en waar spesifieke vereistes vir die bates gestel is, om te bepaal of dit wel daaraan voldoen.
7. Die Koper moet **alles** moontlik doen om sy reg op inspeksie uit te voer in persoon of deur 'n agent van die Koper anders as 'n BKB beampte. Sou die Koper versuim om van hierdie geleentheid gebruik te maak, verstaan die Koper dat hy geen reg sal hê om lewering van die bates te weier of die bates terug te stuur aan die Verkoopervirkeper en sy koopprys terug te eis op grond daarvan dat die bates nie van die tipe, kwaliteit of aan spesifieke vereistes voldoen nie.
8. Tensy spesifiek anders ooreengekom tussen die Verkoopervirkeper en die Koper is die Koper geregtig op lewering van die bates binne 'n redelike tyd nadat die transaksie voltooi is.
9. Vir doeleindes hiervan, en tensy spesifiek anders ooreengekom tussen die Koper en Verkoopervirkeper, word dit geag dat lewering plaasvind by die persele van die Verkoopervirkeper. Alle risiko in die bates gaan oor van die Verkoopervirkeper na die Koper op lewering.
10. Sou die bates op die versoek en aandrang van die Koper deur die vervoerkontraakteurs gelaai word by die persele van die Verkoopervirkeper, word lewering daarvan aan die Koper geag te wees op die tydstip wanneer die bates deur die vervoerkontraakteurs gelaai is.
11. Waar vervoerleëns getref is deur enige beampte van BKB, word dit geag, vir doeleindes hiervan gereël te wees op die versoek en aandrang van die Koper.
12. BKB sal geregtig wees op kommissie betaalbaar deur die Koper en/of die Verkoopervirkeper na gelang van die geval, sowel geregtig wees om die kostes, soos gespesifiseer op die keersy, van die Verkoopervirkeper te verhaal.
13. Die koopprys, BKB se kommissie, enige statutêre heffings, die vervoerkoste (indien enige) en die versekeringspremies (indien enige) is in kontant deur die Koper betaalbaar aan BKB op voltooiing van die transaksie, tensy skriftelik vooraf anders met BKB ooreengekom is. Enige kontantbetalings is verder onderworpe aan kontant of enige ander hanteringsfoeie. Sou die koper egter versuim om binne 7 dae van voltooiing van die transaksie te betaal, is BKB geregtig om rente by die uitstaande bedrae te voeg bereken teen die huidige bank prima koers plus 5%, maandeliks bereken en gekapitaliseer.
14. Indien die Koper nie die koopprys binne die 7 dae tydperk betaal nie en nie gepaste finansierings reëlings getref het met BKB nie, kan BKB die verkoop kanselleer.
15. Indien die Koper wel vooraf gepaste reëlings met BKB getref het, magtig die Koper BKB hiermee om die koopprys, koste van vervoer en versekering of enige ander ooreengekome koste, minus BKB se kommissie, namens die Koper aan die Verkoopervirkeper en ander diensverskaffers te betaal, in welke geval die gemelde koopprys, en koste geag word gelde geleen en voorgeskiet te wees, die terme waaraan ooreengekom is met die Koper in 'n aparte kredietoreenkoms of kooporeenkoms. Alle betalings in terme van hierdie kousule wat deur BKB gemaak moet word aan die Verkoopervirkeper namens die Koper sal deur BKB gemaak word na verstryking van 5 werksdae vanaf datum van voltooiing van die transaksie. Betalings voor verstryking van die 5 werksdae deur BKB aan die Verkoopervirkeper word gemaak in die uitsluitlike diskresie van BKB en is nie 'n afdwingbare vergoeding nie.
16. Solank enige bedrag hierkragtens deur die Koper aan BKB verskuldig is, mag die Koper, waar die bates die onderwerp van sekuriteit is vir die Koper se kredietfasiliteit met BKB, nie afstand doen van die besit van die bates nie en mag die Koper nie die bates of enige van sy regte of verpligtinge kragtens hierdie ooreenkoms seeder, afstand, verpand of andersins beswaar, verkoop, vernem of aanbied om die voornoemde te doen, of toelaat dat die bates onderworpe raak aan enige retensiereg, hipoteek, pand of ander beswaring of geregtelike beslaglegging wat oor die bates oorsaak daarvan nie. BKB kan sy regte en belang hierin seeder, afstand, vernem, sonder afstandoening of benadeling van sy reg van invordering van enige getde aan BKB verskuldig.
17. Waar die Verkoopervirkeper by die aangaan van hierdie ooreenkoms reeds 'n BKB of enige filiaalmaatskappy of firma van BKB, ongeag die skuldorsaak van sodanige verskuldigheid, magtig die Verkoopervirkeper by ondertekening hiervan BKB onherroeplik om die koopprys hiervan (minus BKB se kommissie) teen die Verkoopervirkeper se rekening te krediteer, synde betaling van die koopprys namens die Koper te wees.
18. Waar BKB, in terme van die kredietoreenkoms gelde geleen of voorgeskiet het aan die Koper vir die betaling van die koopprys van die bates en die vervoerkoste en versekeringspremies, sal geen verweer hoegenaamd wat die Koper teen die Verkoopervirkeper of vervoerkontraakteur of versekeraar het, geopper word teen BKB nie en sal die Koper steeds verplig wees om alle bedrae, tesame met ander rente en kostes kragtens die kredietoreenkoms of kooporeenkoms verskuldig aan BKB te betaal. Die bepaling van hierdie kousule plaas geen beperking op die Koper se reg om regte/medies wat hy mag hê teen die Verkoopervirkeper, vervoerkontraakteur of versekeraar uit te oefen nie.
19. Nog die Koper nog die Verkoopervirkeper sal met betrekking tot enige bedrag hierkragtens verskuldig geregtig wees om skuldvergeliking toe te pas of betalings te weerhou ten opsigte van eise teen mekaar of teen BKB.
20. Die Koper en Verkoopervirkeper stem toe tot die jurisdiksie van die Landdroshof soos beoog in Artikel 45 van Wet No 32 van 1944 ten opsigte van enige aksie wat BKB teen die Koper of Verkoopervirkeper mag instel, ondanks dat die aangeleentheid, eisorsaak, bedrag of waarde die regspraak van hierdie Hof mag oorsky, wat kragtens Artikel 28 van die voornoemde Wet jurisdiksie ten aansen van die Koper of Verkoopervirkeper het. Nienteendeendeels voorafgaande sal BKB in sy uitsluitlike en absolute diskresie die reg hê om 'n regseding in enige Hooggeregshof van bevoegde jurisdiksie in te stel.
21. 'n Sertifikaat onderteken deur enige Bestuurder, Sekretaris of Rekenmeester vir tyd en wyl van BKB, wie se aanstelling nie as sulks deur BKB bewys hoef te word nie, met betrekking tot enige bedrag verskuldig deur betaalbaar deur die Koper of Verkoopervirkeper aan BKB in terme van hierdie ooreenkoms sal *prima facie* bewys daarl van die inhoud daarvan.
22. Enige regskoste wat deur BKB aangeaang word as gevolg van enige nie-nakoming van die Koper of Verkoopervirkeper se verpligtinge hierkragtens, insluitende invorderingskommissie, sal deur BKB verhaal word van die Koper of Verkoopervirkeper, na gelang van die geval, op die skaal soos tussen prokureur en eie klient.
23. Hierdie ooreenkoms bevat die algehele ooreenkoms tussen die partye met betrekking tot die inhoud daarvan en die Koper en Verkoopervirkeper erken dat daar geen mondelinge ooreenkoms of voorstelling is wat op enige wysie hierdie ooreenkoms wysig of verander nie of die werking daarvan opskort nie.
24. Geen wysiging, verandering of novasie van of byvoeging tot hierdie ooreenkoms en geen afstandoening deur BKB van enige van sy regte hierkragtens sal enigins van krag wees tensy dit op skrif gestel is en onderteken is deur BKB nie.
25. Geen toeweging of vergoeding wat deur BKB aan die Koper of Verkoopervirkeper toegestaan word sal geag word om afstandoening te wees van enige van BKB se regte kragtens hierdie ooreenkoms nie en sodanige toeweging of vergoeding sal nie geag word of vertolk word as 'n novasie van hierdie ooreenkoms nie.
26. Indien enige bepaling van hierdie ooreenkoms onwettig is of retrospektief onwettig gemaak word, sal daardie onwettige bepaling geag word om gewysig te wees in die mate en op die wyse wat nodig is om dit wettig te maak, of indien sodanige wysiging onmoontlik is, sal die onwettige bepaling beskou word as skeikbaar van die res van die bepaling van hierdie ooreenkoms en *pro non scripto*.
27. Die Koper en Verkoopervirkeper kies hiermee respektiewelik hul *domicilia citandi et executandi* vir alle kennisgewings en doeleindes voortspruitend uit of in verband met hierdie ooreenkoms by hulle onderskeidelike adresse soos vermeld op die keersy hiervan.
28. Hierdie ooreenkoms word in alle opsigte deur en in ooreenkoms met die wette van die Republiek van Suid-Afrika gereël en uitgelê en alle geskille, aksies en ander sake in verband hiermee moet ooreenkomsig sodanige wette bepaal word.
29. Waar BKB met betrekking tot hierdie transaksie 'n rekenaar-geprosesseerde afrekeningstaat of faktuur na uitreiking hiervan aan die Verkoopervirkeper of Koper lewer, bly die bedinge en voorwaardes hierin vervat steeds geldig en onaangetaas deur sodanige afrekeningstaat of faktuur.

30. Waar die Koper in 'n transaksie tree met die Verkoper of enige van die Verkoper se agente wat die resultaat is van direkte bemerkings metodes, mag die Koper die transaksie sonder rede binne 5 werksdae vanaf voltooiing van die transaksie kanselleer met die verstandhouding dat die Koper alle risiko in die bates dra totdat dit terug besorg is aan die Verkoper.
31. Dit word spesifiek aan die Koper uitgewys dat in die geval van 'n kansellasie soos uiteengeset in Kousule 29, hy verantwoordelik gehou sal word vir alle vervoerkoste, verliese of verandering in die kwaliteit van die bates sowel as kansellasiekoste gelykstaande aan 10% van die aankoopprys welke kansellasie koste die partye ooreenkom is redelik.
32. In die geval waar die koopprys reeds voor die kansellasie soos uiteengeset in Kousule 29 aan die Verkoper betaal was, sal die Verkoper terug wils soos om die koopprys aan BKB terug te betaal binne 15 werksdae na ontvangs van die bates en sal skuldvergeliking toegepas word deurdat die skade as gevolg van verliese of verandering in die kwaliteit daarvan afgetrek sal word. BKB sal aan die Koper verreken na aftrekking van die kansellasiekoste soos ooreenkeem.

LIAISON AGREEMENT: TERMS AND CONDITIONS

1. For purposes of these terms and conditions, reference to BKB will be reference to BKB Limited and/or any of its affiliate companies, including but not limited to BKB VAN WYK (Pty) Ltd and BKB Louwidi (Pty) Ltd.
2. All goods and/or livestock (hereinafter referred to as "asset") are sold by BKB on behalf of the Seller.
3. BKB is hereby appointed by the Purchaser and Seller to act for and on behalf of the Purchaser and Seller as agent in accordance with Section 54 of the Value-Added Tax Act, 1991, in respect of all tax invoices, credit and/or debit notes in respect of all livestock, game and/or goods supplied as part of the liaison agreement or any costs of transport and insurances premiums paid for on behalf of the Purchaser and Seller.
4. The Seller confirms that he is the sole owner of the asset and that there are no encumbrances over the asset and the asset has not been ceded as security to a third party.
5. A Seller who offers any asset for sale remains solely responsible for all representations, including misrepresentation, regarding *inter alia* the ages, sex and health status or any other specific aspect of the asset(s) and the Purchaser's only right of recourse, should a dispute arise surrounding the representations made by the Seller, will be against the Seller.
6. In all transactions, the Purchaser is entitled to inspect the asset. The purpose of the inspection is to enable the Purchaser to establish whether the asset is of the type and quality which may be reasonably expected and whether the requirements of the asset are met.
7. The Purchaser must do everything in its power to attend to inspection of the asset after, either in person or by means of an agent other than an official of BKB. Should the Purchaser fail to make use of the opportunity to inspect the asset prior to delivery, the Purchaser acknowledges that he will have no right to refuse delivery of the said asset, nor have the right to return the said asset to the Seller on the grounds that the asset is not of the expected type or quality or does not meet specific requirements.
8. Unless otherwise specifically agreed between the Seller and the Purchaser, the Purchaser will be entitled to delivery of the asset within a reasonable time period after entering into the transaction.
9. For purposes hereof, hereof and unless specifically otherwise agreed between the Seller and Purchaser, it is deemed that the delivery takes place at the principle place of business of the Seller, at which time all the risk in the asset transfers from the Seller to the Purchaser.
10. Where the asset is removed at the specific instance and request of the Purchaser by transport operators from the premises of the Seller, delivery to the Purchaser is deemed to take place at the time the asset is collected by the transport operators.
11. Any transport arrangements made by an official of BKB is done so at the instance and request of the Purchaser.
12. BKB is entitled to recover commissions and/or costs as specified on the counterfoil from the Purchaser and/or Seller.
13. The purchase price, BKB's commissions, all statutory levies, the transport costs (if any) and the insurance costs (if any) is immediately payable in cash by the Purchaser to BKB upon entering into the transaction, unless otherwise agreed to in writing between BKB and the Purchaser. Any payment made in cash is further subject to cash or any other handling fees. Should the Purchaser however fail to make payment within 7 days from entering into the transaction, BKB will be entitled to add interest calculated at the current bank prime rate plus 5% to the capital amount outstanding. The interest will be calculated monthly and capitalised.
14. Should the Purchaser fail to pay the purchase price within the 7 (Seven) day period and furthermore fail to make alternate finance arrangements in writing with BKB, BKB will be entitled to cancel the said sale.
15. In the event that Purchaser has made necessary finance arrangements with BKB, the Purchaser hereby authorises BKB to pay the purchase price or costs of transport, insurance and any other agreed cost, minus BKB's commissions, on behalf of the Purchaser to the Seller and other service providers, in which event the said payment by BKB on behalf of the Purchaser will be deemed to be monies lent and advanced, the terms and conditions thereof being agreed with the Purchaser in a separate credit agreement or sale agreement. All payments made by BKB to the Seller on behalf of the Purchaser in terms of this clause will be made after the lapse of 5 (Five) working days from entering into the transaction. Any payment made by BKB to the Seller prior to the lapse of the 5 (Five) working day period is made at the sole discretion of BKB and not an enforceable indulgence.
16. For as long as any amount is owing to BKB by the Purchaser, the Purchaser may not, where the assets are the subject of security of the Purchaser's credit facility with BKB, relinquish possession of the said asset, nor may he cede the asset or any of its rights and Oubasie van Heerdenligations in terms of this agreement to a third party or otherwise encumber, sell or dispose of the said asset or allow it to become the subject of any right of retention, hypothec, pledge or any encumbrance, whatever the cause thereof may be. BKB may be entitled to cede its rights and Oubasie van Heerdenligations without affecting its rights of recourse for any monies still due to it.
17. In the event of the Seller already being indebted to BKB or any of its affiliates at the time of this agreement, the Seller hereby irrevocably authorises BKB to set off the purchase price due to the Seller by BKB in terms of this agreement (minus BKB's commission) against the amounts due by the Seller to BKB.
18. Where BKB, in terms of a credit agreement, lent and advanced monies to the Purchaser for payment of the purchase price of any asset or payment of any transport costs or insurance premiums, no defence of whatsoever nature which the Purchaser may raise against the Seller or the transport contractor or the insurance company may be raised against BKB and the Purchaser shall still be Oubasie van Heerdenligated to pay all amounts owing, together with further interest and costs thereon raised in terms of the credit agreement or sale agreement, to be BKB. The conditions of this clause do not interfere with the rights, entitlements or remedies the Purchaser may have against the Seller, transport contractor or insurance company.
19. Neither the Purchaser, nor the Seller, shall be entitled to apply set-off or to retain any monies owing arising from any claim they may have against each other or BKB with regards to any amount owing in terms hereof.
20. The Purchaser and Seller consent to the jurisdiction of the Magistrates Court as contemplated in terms of Section 45 of Act No 32 of 1944 in respect of any claim or action BKB may wish to institute against either the Seller or Purchaser, irrespective of the fact that the cause of action or amount of claim may exceed the jurisdiction of the Court may have in terms of Section 28 of the said legislation. Notwithstanding the above, BKB in its sole and absolute discretion, has the right to institute action against the Seller and/or Purchaser in any High Court with competent jurisdiction.
21. A certificate signed by any manager, secretary or accountant for the time being of BKB and whose appointment does not have to be proven by BKB, shall be considered *prima facie* proof of any amount owing or payable by the Purchaser or Seller to BKB in terms of this agreement.
22. Any legal costs that BKB may have or will incur as a result of the non-compliance of the Purchaser and/or Seller in terms of its or their Oubasie van Heerdenligations herein, shall be recoverable by BKB, together with collection commissions from the Purchaser and/or Seller on a scale as between attorney and own client.
23. This agreement constitutes the entire agreement between the parties with regards to the contents thereof and the Purchaser and Seller hereby agrees that no verbal representation or agreement varies, changes or suspends any of the terms and conditions as set out herein.
24. No variation, amendment, novation or addition to this agreement will have the effect of BKB renouncing any of its rights in terms hereof, unless it is reduced to writing and signed by BKB.
25. No concession or indulgence by BKB made to the Purchaser or Seller shall be seen as a renunciation of any of BKB's rights in terms of this agreement and the concession or indulgence shall not be interpreted as a novation of this agreement in any way.
26. In the event that any of the terms and conditions of this agreement is found to be unlawful or is made unlawful retrospectively, then such unlawful term will be deemed to have been amended to such an extent necessary to make it legitimate and if such amendment is not possible, the said terms would be deemed derived from the remainder of the terms of this agreement and *pro non scripto*.
27. The Purchaser and Seller hereby respectively chooses their *domicilia citandi et executandi* for purposes of all notices to be the addresses as set out on the reverse side hereof.
28. This agreement in its entirety is interpreted in terms of the laws of the Republic of South Africa and all disputes, actions and other matters arising here from shall be settled in terms of such legislation.
29. When BKB issues a computer generated invoice or statement of account to the Purchaser of Seller, the terms and conditions as set out herein remain unchanged and unaffected by the issuing of such statement of account or invoice.
30. Where the Purchaser enters into a transaction as a result of direct marketing methods employed by the Seller or the Seller's agent, the Purchaser may, without penalty or reason, cancel the said transaction within 5 (Five) working days from entering into the transaction, with the understanding that all risk in the asset remains with the Purchaser until its return to the Seller.
31. It is specifically pointed out to the Purchaser that, in the event of cancellation as set out in clause 29, he remains responsible for all transport costs, any loss or change in quality of the said asset as well as a cancellation fee equal to 10% of the purchase price, which cancellation fee the parties agree is reasonable.
In the event that the purchase price having already been paid to the Seller before cancellation as set out in clause 29, the Seller will be Oubasie van Heerdenligated to repay the purchase price to BKB, within the 15 (Fifteen) working days from the date the asset has been returned to the Seller. The Seller shall be entitled to apply set-off by deducting any damages arising from losses or changes in quality. BKB shall account to the Purchaser after deduction of the cancellation fee as agreed.

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

SERVICE EXCELLENCE

OUR COMMITMENT. YOUR CONFIDENCE.

At BKB we value the importance of trust. Trusting that the rains will return and that the land will produce for those who nurture it. Knowing that trust cannot be bought, but rather earned over time through our actions and our commitment to you, through the good times and bad. We take pride in the relationships we have built with generations of clients, each underpinned by integrity and bound through a look in the eye and the shake of a hand.

WWW.BKB.CO.ZA



To scan, download
a free QR Code app

BKB

The Trusted Home of Agriculture
Die Betroubare Tuiste van Landbou



PEOPLE



PLANET



PROFIT

SERVICE EXCELLENCE | ENTREPRENEURSHIP | EARNINGS | EMPLOYEES | ENVIRONMENT

#IntegrityIntegrated

#SustainabilitySynergised