

NASIONALE

DORPER & WIT DORPER VEILING

12 AUGUSTUS 2026

11h00 | Beaufort-Wes Skougronde

AANBOD: **57** DORPER RAMME | **5** WIT DORPER RAMME

NAVRAE:

JW SCHUTTE (BKB)

060 849 9900

MARISKA BLOM

071 606 5625

(DORPERSKAAPTELESGENOOTSKAP VAN SUID-AFRIKA)

AFSLAER: PIETMAN OOSTHUIZEN (BKB)

072 780 0025



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VEE

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BKB
LEWENDEHAWE &
AFSLAERSDIENSTE

KATALOGUS

BKKB



BAIE WELKOM
BY DIE
NASIONALE DORPER
VEILING
12 AUGUSTUS 2026

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.

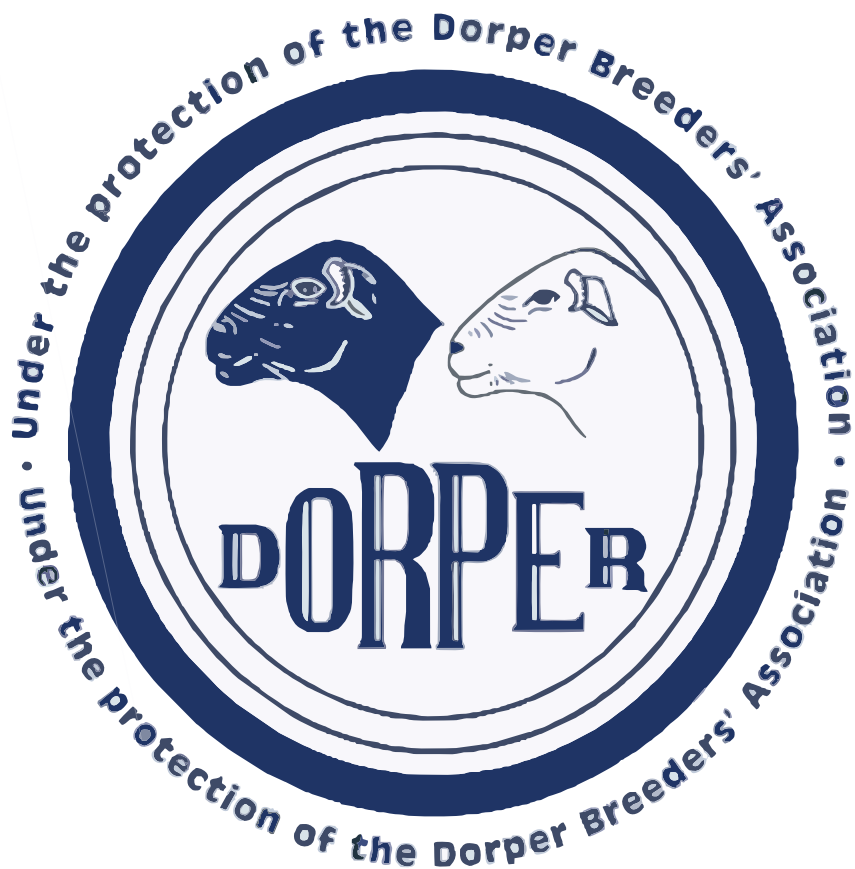
Nothing contained herein relieves the seller of his or her obligations under the Auction Rules.

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.



BEAUFORT WES INSKRYWINGS 2026

<i>VERKOPERS</i>		<i>DORPER RAMME</i>	<i>WIT DORPER RAMME</i>
1	BEN VD WESTHUYZEN (LEEUWDRIFT)	5	-
2	BEN VD WESTHUYZEN (BO-DAM)	5	-
3	WEST FRONT DORPERS (RIKUS VD MERWE)	6	-
4	KRIEBOS DORPERS (RAY VD BERG)	6	-
5	SUIDWAAIKRAAL DORPERS (JG LOUW)	6	-
6	GIDEON VIVIER	5	-
7	W VISSER	6	-
8	SPRINGDUIN WIT DORPERS	-	5
9	SPRINGDUIN DORPERS	7	-
10	VOLMOED DORPERS (H BURDEN	10	-



Arnold van der Merwe



082 229 4497



arnold@antrovvet.co.za



Vind ons op Facebook

DORPER RAMME

NO 1

STOETNO 2160

BEN VAN DER WESTHUYZEN
LEEUDRIFT
POSBUS 53
ADELAIDE
5760
PLAAS: LEEUDRIFT
TEL : 046 684 0844
SEL : 083 413 0221



LOT	OPMERKING	PRYS	
1	24 283 – 4T, TWEELING		
2	24 235 – 4T, TWEELING		
3	24 272 – 4T, TWEELING		
4	24 252 – 4T, TWEELING		
5	24 377 – 4T, TWEELING		
WAARBORG GEDOSSEER MET GEËNT MET	1 PRODOSE ORANGE, DORA VIT LA REV 1, OVI-CLOS P, BLUE VAX	B/OVIS	INSP

DORPER RAMME

NO 2

STOETNO 2160

BEN VAN DER WESTHUYZEN
BO-DAM
POSBUS 53
ADELAIDE
5760
PLAAS: LEEUDRIFT
TEL : 046 684 0844
SEL : 083 413 0221



LOT	OPMERKING	PRYS	
6	24 229 – 4T, ENKELING		
7	24 309 – 4T, ENKELING		
8	24 386 - 4T, ENKELING		
9	24 354 - 4T, TWEELING		
10	24338 - 4T, ENKELING		
WAARBORG GEDOSSEER MET GEËNT MET	1 PRODOSEORANGE, DORA VIT LA REV 1, OVIS-CLOS P, BLU VAX	B/OVIS	INSP

DORPER RAMME

NO 3

STOETNO 888
WEST FRONT DORPERS
RIKUS VAN DER MERWE
POSBUS 56
BRTSTOWN
SEL : 082 890 0351



LOT	OPMERKING	PRYS	
11	24 602 – GEBORE 18/11/2024, ENKELING		
12	25 167 – GEBORE 14/04/2025, ENKELING		
13	25 018 – GEBORE 24/04/2024, ENKELING		
14	25 234 – GEBORE 03/05/2025, ENKELING		
15	25 148 – GEBORE 24/04/2025, ENKELING		
51	25 190 – GEBORE 29/04/2025, TWEELING		
WAARBORG GEDOSSEER MET GEëNT MET	1 CYDECTIN ONE-SHOT ULTRA, GLANVAC 3	B/OVIS	INSP

DORPER RAMME

NO 4

STOETNO 2070
KRIEBOS DORPERS
RAY VAN DEN BERG
POSBUS 56
BRITSTOWN
SEL : 082 890 0351



LOT	OPMERKING	PRYS	
16	25 523 – GEBORE 06/08/2025, ENKELING		
17	25 656 – GEBORE 14/08/2025, ENKELING		
18	25 387 – GEBORE 28/07/2025, TWEELING		
19	25 509 – GEBORE 06/08/2025, DRIELING		
20	25 657 – GEBORE 14/08/2025, ENKELING		
52	25-456 – GEBORE 02/08/2025, TWEELING		
WAARBORG GEDOSSEER MET GEëNT MET	1 CYDECTIN ONE-SHOT ULTRA, GLANVAC 3	B/OVIS	INSP

DORPER RAMME

NO 5

STOETNO 2518
SUIDWAAIKRAAL DORPERS
JG LOUW
POSBUS 19
WILLOWMORE
SEL : 083 251 5200



LOT	OPMERKING	PRYS	
21	25 145 – 2T		
22	25 150 – 2T		
23	25 141 – 2T		
24	25 149 - 2T		
25	25 143 – 2T		
53	25 140 – 2T		
WAARBORG GEDOSSEER MET GEËNT MET	1 PRODOSE ORANGE, MULTI MIN REV 1, MULTIVAX, PALPYVAX	B/OVIS	INSP

DORPER RAMME

NO 6

STOETNO 1039
GIDEON VIVIER DORPERS
THE VALE
POSBUS 72
BEAUFORT-WES
6970
SEL : 082 411 3986



LOT	OPMERKING	PRYS	
26	24 270 – 4T, GEBORE 20/04/2025, ENKELING		
27	24 148 – 6T, GEBORE 15/08/2024, TWEELING		
28	25 026 – 2T, GEBORE 23/04/2025, ENKELING		
29	25 041 – 2T, GEBORE 29/04/2025, ENKELING		
30	25 129 – 2T, GEBORE 25/07/2025, ENKELING		
WAARBORG GEDOSSEER MET GEËNT MET	1 PRODOSE RED PALPYVAX, OVIGLOSS-P	B/OVIS	INSP

DORPER RAMME

NO 7

STOETNO 1787

W VISSER
POSBUS 11
LOERIESFONTEIN
8185
SEL ; 083 653 9739



LOT	OPMERKING	PRYS	
31	25 026 - GEBORE: 15/05/2025, ENKELING		
32	25 055 - GEBORE: 01/06/2025, ENKELING		
33	25 013 - GEBORE: 15/05/2025, ENKELING		
34	25 092 - GEBORE: 01/07/2025, ENKELING		
35	25 159 - GEBORE: 01/09/2025, ENKELING		
55	25 046 - GEBORE: 25/05/2025, ENKELING		
WAARBORG GEDOSSEER MET GEËNT MET	1 GLANVAX 3 REV 1, BLOEDNIER, LAMSIEK	B/OVIS	INSP

WIT DORPER RAMME

NO 8

STOETNO 1164

SPRINGDUIN WIT DORPER
HA (PIKKIE) ROSSOUW
P/A KATDORING BDY
SPRINGDUIN
POSBUS 606
LUTZVILLE
8165
SEL : 082 888 6545
083 626 6050



LOT	OPMERKING	PRYS	
36	25 539 – LAM, GEBORE 25/07/2025, ENKELING		
37	25 391 – LAM, GEBORE 25/07/2025, ENKELING		
38	25 564 - LAM, GEBORE 24/07/2025, TWEELING		
39	25 010 – LAM, GEBORE 25/07/2025, ENKELING		
40	25 538 – LAM, GEBORE 25/07/2025, ENKELING		
WAARBORG GEDOSSEER MET GEËNT MET	1 ERADIWORM, OVIMIN, ELECTROGUARD REV 1, BARVAC 10	B/OVIS	INSP

DORPER RAMME

NO 9

STOETNO 2424
SPRINGDUIN DORPER
HA (PIKKIE) ROSSOUW
P/A KATDORING BDY
SPRINGDUIN
POSBUS 606
LUTZVILLE
8165
SEL : 082 888 6545
083 626 6050



LOT	OPMERKING	PRYS	
41	25 103 – LAM, GEBORE 24/07/2025, TWEELING		
42	25 048 – LAM, GEBORE 24/07/2025, ENKELING		
43	25 262 – LAM, GEBORE 24/07/2025, ENKELING		
44	25 289 – LAM, GEBORE 24/07/2025, TWEELING		
45	25 104 – LAM, GEBORE 24/07/2025, TWEELING		
56	25 067 – LAM, GEBORE 24/07/2025, ENKELING		
57	25 125 – LAM, GEBORE 24/07/2025, TWEELING		
WAARBORG GEDOSSEER MET GEËNT MET	1 ERADIWORM, OVIMIN, ELECTROGUARD REV 1, BARVAC 10	B/OVIS	INSP

DORPER RAMME

NO 10

STOETNO 2788
VOLMOED DORPERS
H BURDEN
POSBUS 46
BITTERFONTEIN
8200
SEL ; 073 105 4227



LOT	OPMERKING	PRYS
46	2545 – LAM, GEBORE 17/05/2025, TWEELING	
47	2548 – 2T, GEBORE 17/05/2025, TWEELING	
48	25 111 – LAM, GEBORE 0408/2025, TWEELING	

49	2546 – LAM, GEBORE 18/06/2025, ENKELING		
50	2583 – LAM, GEBORE 16/05/2025, ENKELING		
58	2537 – 2T, GEBORE 12/05/2025, ENKELING		
59	2553 – LAM, GEBORE 17/05/2025, TWEELING		
60	2530 – 2T, GEBORE 28/02/2025, TWEELING		
61	24 106 – 2T, GEBORE 19/11/2024, DRIELING		
62	24 105 – 2T, GEBORE 19/11/2024, DRIELING		
WAARBORG GEDOSSEER MET GEëNT MET	1 ERADIWORM PLUS GLANVAC 3, OVIPAST	B/OVIS	INSP



Compiled by the South African Stud Book Association and Logix Small Stock, Pedigree- and Performance data certified correct
Saamgestel deur die Suid-Afrikaanse Stamboekvereniging en Logix Kleinvee, Stamboom- en Prestasiedata korrek gesertifiseer

Rams / Ramme BLUP Date / Datum: 20260719

LOT	Animal ID Dier ID	Birth Date Geb. Datum	Status	Wean Speen		Post Wean Naspeen		VR - SP%	Rep Ind	GI	LMI	1st	Dam Lam Record Moer Lammekord					Sire / Vaar Status		Dam / Moer Status		Comment Opmerking
				Dir Ind	Acc Mat Ind	Acc Dir Ind	Acc Mat Ind						ILP	TL	LB	LW	EPI	Sire / Vaar	Dam / Moer	Sire / Vaar	Dam / Moer	
0570292 MNR. B. VAN DER WESTHUYZEN, LEEUWDRIFT POSBUS 53, ADELAIDE, 5760																						
1	2160 24 0283 19/10/2024	02 SP		107 62	69 43	90 21		76	89	83	29.5	1	2	2	95	770 230140 (02) 770 210295	2160220026 (01) 2160200024					
2	2160 24 0235 17/10/2024	02 SP		112 63	85 46	103 19		90	101	97	19.2	300	4	6	144	770 230230 (01) 770 210181	2160210399 (02) 2160200272	2160170099				
3	2160 24 0272 17/10/2024	02 SP		123 65	89 51	112 34		88	111	103	18.9	407	5	8	134	2160220240 (01) 2160210023	2160160298 2160180099	2160190257 (01) 2160150094				
4	2160 24 0252 17/10/2024	02 SP		107 63	82 47	96 19		87	96	93	16.4	371	3	5	5 117	770 220182 (01) 770 200280	2160220164 (02) 2160200315	2160180603				
5	2160 24 0377 03/11/2024	02 SP		112 62	83 46	100 29		93	100	98	20.2	393	6	11	11 136	2160230189 (03) 2160210425	2160180275 (02) 2160200254	2160140380				
6	2160 24 0229 23/10/2024	01 SP		107 62	68 44	89 20		79	89	84	17.2	381	2	3	3 102	770 230140 (02) 770 210295	2160220084 (02) 2160200422					
7	2160 24 0309 17/10/2024	01 SP		106 65	91 51	101 32		100	100	102	14.9	298	6	7	6 110	770 220012 (01) 2730190085	2160200218 (03) 21601800342	2160170415				
8	2160 24 0386 05/11/2024	01 SP		98 58	83 41	89 22		98	90	94	19.1	543	2	2	2 93	2160230044 (02) 770 210313	2160210312 (02) 2160200228	2160140115				
9	2160 24 0354 01/11/2024	02 SP		95 60	81 42	88 24		86	87	85	24.1	377	2	3	3 104	2160230017 (02) 770 210295	2160220307 (01) 2160210064	2160190220				
10	2160 24 0338 21/11/2024	01 B		114 56	87 37	106 17		81	104	94	24.4	550	3	5	4 110	770 240324 (01)	2160200386 (02) 770 190132	2160160267				
0563441 WEST FRONT BOERDERY BK, POSBUS 56, BRITSTOWN, 8782																						
11	888 24 0602 18/11/2024	01 SP		92 62	101 42	94 29		102	94	97	16.1	273	2	2	1 96	888 220122 (01) 888 200130	888 230321 (01) 888 200135	888 211940				
12	888 25 0167 26/04/2025	01 SP		105 63	96 46	101 29		107	101	106	15.8	356	3	5	5 115	888 220122 (01) 888 200130	888 220568 (01) 2160200303	888 190061				



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Rams / Rammes BLUP Date / Datum: 20260719

LOT	Animal ID Dier ID	Birth Date Geb. Datum	Status	Wean		Post Wean		Rep	GI	LMI	Dam Lam Record Moer Lammekord							Sire / Vaar		Sire / Vaar Status		Dam / Moer Status		Comment Opmerking
				Dir Ind	Acc Alk	Mat Ind	Acc Alk				Dir Ind	Acc Alk	1st	ILP	TL	LB	LW	EPI	Sire / Vaar	Dam / Moer	Sire / Vaar	Dam / Moer		
SA 88825																								
WEST FRONT BOERDERY BK, POSBUS 56, BRITSTOWN, 8782																								
13	888 25 0018	15/04/2025	01 SP	100	59	99	42	100	14	91	99	95	19.4	363	2	2	2	96	888 230396 (01)	2160200303	888 210043	345 200184	888 212070	
14	888 25 0234	03/05/2025	01 B	87	61	111	45	98	33	97	96	93	14.6	325	5	10	10	160	1619180243 (02)	1619160225	1619130209			
15	888 25 0148	24/04/2025	01 SP	101	62	96	42	99	30	104	99	103	15.4	478	3	4	1	92	888 220122 (01)	888 200130	888 180069	888 200203	888 190120	
16	888 25 0523	06/08/2025	01 SP	98	46	102	40	99	31	107	100	104	23.2	322	3	3	1	93	2052230090 (01)	1619200402	2052200425	2160200303	888 180121	
17	888 25 0656	14/08/2025	01 SP	98	44	103	34	98	22	108	99	104	16.4	316	4	5	1	91	888 240012 (01)	888 220122	888 220315	888 190008	888 160006	
18	888 25 0387	28/07/2025	02 B	101	42	108	35	106	38	106	105	106	21.0	318	4	7	2	98	1772230223 (01)	1772210094	1772210250			
19	888 25 0509	06/08/2025	03 B	102	52	101	38	102	27	108	102	106	20.5	348	2	4	1	93	888 220122 (01)	888 200130	888 180069	888 220540 (02)	888 211903	
20	888 25 0657	14/08/2025	01 SP	95	40	110	33	103	22	97	102	98	21.6	1	1	0		888 240328 (01)	888 200130	888 220242	1619180243	888 211825		
0481589																								
MNR. G. VIVIER, BUS 72, BEAUFORT WES, 6970																								
26	1039 24 0270	20/11/2024	01 B										15.3	416	2	2	2	115	1460190412 (01)	2455161491	2455170509	1039230050 (02)	1039150233	
28	1039 25 0026	22/04/2025	01 B										23.5	329	3	4	4	110	1039230014 (01)			1039220017 (01)		
29	1039 25 0041	29/04/2025	01										24.0	1	1	1	101	1039220058 (01)	1039190289		1039230544 (01)			
30	1039 25 0129	15/09/2025	01										13.3	1056	2	3	3	102	1039240119 (01)	1039220058		1039210051 (02)	1039180066	



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				Dir Ind Akk	Mat Ind Akk	Acc Akk	Dir Ind Akk						Acc Akk	ILP	TL	LB	LW	EPI			
0581427 SPRINGDUIN WITDORPERS, POSBUS 606 , LUTZVILLE, 8165																					
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This image shows a full page of white paper with horizontal dotted lines. The lines are evenly spaced and run across the width of the page, providing a guide for handwriting practice. There are no margins, text, or other markings on the page.

This image shows a full page of white paper with horizontal dotted lines, typical of primary school handwriting practice paper. The lines are evenly spaced and run across the entire width of the page. There are no margins, text, or other markings present.

DIE
NASIONALE DORPER VEILING



VERKOPERS

SÊ

BAIE DANKIE

VIR U

ONDERSTEUNING!!!

BKB

VEILINGSREÛLS
BEDINGE EN VOORWAARDES

1. Hierdie veiling word gehou onder die beheer van BKB Beperk/ BKB van Wyk (Edms) Beperk/ BKB Louwuid (Edms) Beperk (hierna "die Afslaer" genoem) met besigheidspersele geleë te: Kerkstraat 15 Cradock.
2. Die Afslaer 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 Toe gevoegde 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 duidelikeheid, bepaal Art 45(1-4) soos volg:
 - 4.1 Wanneer na veilings verwys word, sluit dit ekskusie verkopings gemagtig deur 'n hofbevel in, insover die hofbevel vereis dat die verkope 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 teendeel bewys word, geag word 'n aparte transaksie te wees.
 - 4.3 Verkope deur middel van 'n veiling word as finaal beskou wanneer die Afslaer 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 Afslaer om op die veiling te bie, of enige ander persoon namens die eienaar of Afslaer te bie.
5. Tot en met die toestaan van 'n bod deur die Afslaer, soos bedoel in Art 45(3), is die Afslaer 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 pryse vasgestel deur die Verkoper en uitgewys deur die Afslaer 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 il d o groep van die publiek in staat te stel om aan die veiling te mag deelneem nie.
8. Indien die Afslaer bewus raak van enige fout op advertensie materiaal of enige ander publikasie of enige wysiging in hierdie. veilingsreëls, sal die Afslaer 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 bie moet, voor die aanvang van die veiling, registreer as 'n Koper op die kop.erslot en voldoen aan die vereistes soos voorgeskryf in Hoofstuk 1 van FICA 2001 en die kopersrol/koperskaarte onderteken.
10. Enige persoon wat die veiling bywoon om namens 'n ander persoon te bie, moet behoorlik daartoe gemagtig word deur middel van 'n magtigingskrywe 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 v die bewys van identiteit en moet die kopersrol/koperskaarte onderteken.
11. Waar die prinsipaal 'n maatskappy is, sal die magtigingskrywe op die briefhoof van die maatskappy verskyn en vergesel word met 'n gesertifiseerde afskrif van die resolusie 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 regsliggame).
12. Alle Kopers het 'n reg om die bates te koop aangebied te inspekteer en die Afslaer sal redelike tyd en toegang hiervoor toelaat voor aanvang van die veiling.
13. Alle lewendehawe, wild en bates word voetsloots verkope en die Kopers geniet nie die beskerming soos uiteengesit in Art 55 en 56 van die Verbruikers Beskermings Wet nie.
14. Enige inligting verstrekt met betrekking tot die gehalte, teling, geslagsboom, ouderdom, 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 verstrekt en enige wanvoorstelling deur die Verkoper is sonder die medewete of samewerking van die Afslaer. Enige verhaalsreg 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 verkope geskied kontant en die koopprijs is onmiddellik betaalbaar aan die Afslaer na aanvaarding van die bod, tensy voor af anders met die Afslaer ooreengekom is. Enige kontantbetalings is verder onderworpe aan kontant of enige ander hanteringsfoeie. Sou die koper egter versuim om binne 7 dae van lewering 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.
17. Indien die Koper nie die koopprijs onmiddellik betaal nie en verder geen gepaste reëlins met die Afslaer getref het nie, sal kan die Afslaer die verkoop 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 verkoop, afhangend van die Verkoper se mandaat aan die Afslaer.
18. Eiendomsreg in die lot sal gevestig bly in die Verkoper, totdat die koopprijs 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 uiteengesit in klousule 23.
19. Indien die Koper wel vooraf gepaste reëlins met BKB getref het, magtig die Koper BKB hieme om die koopprijs, koste van vervoer en versekering of enige ander ooreengekomte koste, minus BKB se kommisie, namens die Koper aan die Verkoper en ander dienstverskaffers te betaal, in welke geval die gemaakte koopprijs, en koste geag word gelde geleen en voorgeskiet te wees, die terme waarvan ooreengekom is met die Koper in 'n aparte kredietoorrekenings of koopporeenkomte. Alle betalings in terme van hierdie klousule 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 vergunning 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 ooreenkomte sedgeer, afstaan, verpand of andersins beswaar, verkoop, vervoer of aanbied om die voornemende te doen, of toelaat dat die bates onderworpe raak aan enige retensiereg, hipoteek, pand of ander beswaring of geregtelike beslaglegging wat ookal die oorsaak daarvan nie. BKB kan sy regte en belange hierin sedgeer, afstaan of vervoer, afstanddoening of benadeling van sy reg van inordering van enige gelde aan BKB verskuldig..
21. Waar die Verkoper by die aangaan van hierdie veiling reeds '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 koopprijs hiervan (minus BKB se kommisie) teen die Verkoper se rekening te krediteer, synde betaling van die koopprijs namens die Koper te wees..
22. Waar BKB, in terme van die 'n kredietoorrekenings gelde geleen of voorgeskiet het aan die Koper vir die betaling van die koopprijs van die bates en die vervoerkoste en versekeringspremies, sal geen verweer hoegenaamd wat die Koper teen die Verkoper 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 kredietoorrekenings of koopporeenkomte verskuldig aan BKB te betaal. Die bepalings van hierdie klousule plaas geen beperking op die Koper se reg om regte/remedies wat hy mag hê teen die Verkoper, vervoerkontraakteur of versekeraar uit te oefen nie.
23. Nog die Koper nog die Verkoper sal met betrekking tot enige bedrag hierkragtens verskuldig geregtig wees om skuldverglyking 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 gelewer 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 verduur. Verwydering van enige bates of lotte sal egter slegs toegelaat word na betaling van die koopprijs deur die Koper tensy die gepaste reëlins met die Afslaer getref is en hy toegestem het tot verwydering.
25. Die Afslaer sal slegs die rede vir die veiling aankondig indien dit enige rede anders is as 'n vrywillige verkoop van goedere deur die eienaar.
26. Die kopersrol en die vendurol is beskikbaar vir geregistreerde Kopers vir inspeksie deur middel van 'n skriftelike versoek en met goeie rede, gedurende besigheidsure by die besigheidspersele van die Afslaer.
27. Hierdie veilingsreëls sal slegs by die veiling uitgelees word indien dit nie beskikbaar was aan die publiek by die besigheidspersele van die Afslaer nie. In die geval van lewendehawe en/of wild verlies, bly die veilingreëls onveranderd en is dit in die algemeen beskikbaar by die besigheidspersele van die Afslaer en op die Afslaer se webtuiste.
28. BKB sal onder geen omstandighede hoegenaamd deur enigiemand aanspreeklik gehou word vir enige verlies of skade van enige aard hoegenaamd, hetsy direkte of indirekte skade of gevolgschade 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 Verkoper of Koper uitgevoer deur die Afslaer. Die Afslaer aanvaar egter verantwoordelikeheid soos bedoel in Art 65(2) van die Verbruikers Beskermings Wet terwyl die goedere of lewendehawe en/of wild onder beheer van die Afslaer is. Enige ooreenkomte wat die Afslaer met die vervoerondernemer of versekeraar mag aangaan, word deur die Afslaer aangegaan as die vervoerwonder van die Koper of die Verkoper, na gelang van die geval. Alle vervoerkoste en versekeringspremies is vooraf betaalbaar aan die Afslaer in kontant tensy reëlins tot die bevrediging van die Afslaer 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, eisorsaak, bedrag, of waarde die regspraak van daardie Hof mag oorskry, wat kragtens Artikel 28 van die voornoemde Wet jurisdiksie ten aansen van die Koper of Verkoper het. Nieteenstaande 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 aangegaan word as gevolg van enige nie-nakoming van die Koper of Verkoper se verpligtinge hierkragtens, insluitende invorderingskommissie, sal deur BKB verhaal word van die Koper of Verkoper, nagelating van die geval, op die skaal soos tussen prokureur en eie klient.
32. Geen wysiging, verandering of novasie van of byvoeging tot hierdie voorwaardes en geen afstanddoening deur BKB van enige van sy regte hierkragtens sal enigiens van krag wees tensy dit op skrif gestel is en onderteken is deur BKB nie.
33. Geen toeweging 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 hierkragtens nie en sodanige toeweging of vergunning sal nie geag word of vertolk word as 'n novasie 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 bepalings 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/ BKBLouwid (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 authorising 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 Heerdenligasies in terms of this agreement to a third party or otherwise encumber, sell or dispossess 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 Heerdenligasies 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 Heerdenligasies 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 Heerdenligasies 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 to 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 Heerdenligations same. Any instructions to an auctioneer with regards to the loading, transporting, choice of transport contractors, insurance or choice of insurers will be 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 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.
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*.

SKAKELDIENSOREENKOMS: 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 Louw (Edms) Beperk nie.
2. Alle goedere en/of lewendende hawe (hierna verwys as "die bate(s)") word deur BKB namens die Verkooper verkoop.
3. BKB word hier deur benoem deur die Koper en Verkooper om op treë vir in namens die Koper en Verkooper 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 lewendende hawe, wild en/of ander goedere aangebied as deel van die skakeldienstransaksie of enige koste van vervoer en versekering premies wat namens die Koper en Verkooper betaal is.
4. Die Verkooper bevestig dat daar geen beswarens op sodanige bates bestaan nie, dit nie seeder is nie en dat dit sy uitsluitlike eiendom is.
5. Die Verkooper wat enige bate aanbied aanvaar alle aanspreeklikheid met betrekking tot inligting oor toring, geslag, ouderdomme, datums van dekking, gesondheidstoestand of enige ander besonderhede 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 Verkooper 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 Verkooper 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 Verkooper 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 Verkooper, word dit geag dat lewering plaasvind by die persele van die Verkooper. Alle risiko in die bates gaan oor van die Verkooper na die Koper op lewering.
10. Sou die bates op die versoek en aandrang van die Koper deur vervoerkontrakteurs gelaa word by die persele van die Verkooper, word lewering daarvan aan die Koper geag te wees op die tydstip wanneer die bates deur die vervoerkontraakteur gelaa is.
11. Waar vervoerreëlings 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 Verkooper na gelang van die geval, sowel geregtig wees om die kostes, soos gespesifiseer op die keersy, van die Verkooper/Koper 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 hanteringsfoer. 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 ooreengekomde koste, minus BKB se kommissie, namens die Koper aan die Verkooper en ander diensverskaffers te betaal, in welke geval die gemelde koopprys, en koste geag word gelde geleen en voorgesket te wees, die terme waarvan ooreengekom is met die Koper in 'n aparte kredietoreenkoms of kooporeenkoms. Alle betalings in terme van hierdie klousule wat deur BKB gemaak moet word aan die Verkooper, 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 Verkooper word gemaak in die uitsluitlike diskresie van BKB en is nie 'n afdwingbare vergunning nie.
16. Solank enige bedrag hierkragens 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 kragens hierdie ooreenkoms seeder, afstaan, verpand of andersins beswaar, verkoop, vervoer, of aanbied om die voornoemde te doen, of toelaat dat die bates onderworpe raak aan enige retensiereg, hipotek, pand of ander beswaring of geregtelike beslaglegging wat ookal die oorsaak daarvan nie. BKB kan sy regte en belange hierin seeder, afstaan of vervoer, onder afstanddoening of benadeling van sy reg van invordering van enige gelde aan BKB verskuldig.
17. Waar die Verkooper by die aangaan van hierdie ooreenkoms reeds 'n bedrag verskuldig is aan BKB of enige filiaalmaatskappy of firma van BKB, ongeag die skuldorsaak van sodanige verskuldigheid, magtig die Verkooper by ondertekening hiervan BKB onherroeplik om die koopprys hiervan (minus BKB se kommissie) teen die Verkooper 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 voorgesket 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 Verkooper of vervoerkontraakteur of verskeraar het, geopper word teen BKB nie en sal die Koper steeds verplig wees om alle bedrae, tesame met ander rente en kostes kragens die kredietoreenkoms of kooporeenkoms verskuldig aan BKB te betaal. Die bepaling van hierdie klousule plaas geen beperking op die Koper se reg om regte/medies wat hy mag hê teen die Verkooper, vervoerkontraakteur of verskeraar uit te oefen nie.
19. Nog die Koper nog die Verkooper sal met betrekking tot enige bedrag hierkragens 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 Verkooper 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 Verkooper mag instel, ondanks dat die aangeleentheid, eiensorsaak, bedrag of waarde die regspraak van hierdie Hof mag oorsky, wat kragens Artikel 28 van die voornoemde Wet jurisdiksie ten aansen van die Koper of Verkooper het. Nieteenstaande die voorafgaande sal BKB in sy uitsluitlike en absolute diskresie die reg hê om 'n regsgeding 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 en/of betaalbaar deur die Koper of Verkooper aan BKB in terme van hierdie ooreenkoms sal *prima facie* bewys daarstel van die inhoud daarvan.
22. Enige regskoste wat deur BKB aangeaan word as gevolg van enige nie-nakoming van die Koper of Verkooper se verpligtinge hierkragens, insluitende invorderingskommissie, sal deur BKB verhaal word van die Koper of Verkooper, nagelang 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 Verkooper erken dat daar geen mondelinge ooreenkoms of voorstelling is wat op enige wyse hierdie ooreenkoms wysig of verander in die die werking daarvan opskort nie.
24. Geen wysiging, verandering of nowasie van of byvoeging tot hierdie ooreenkoms en geen afstanddoening deur BKB van enige van sy regte hierkragens sal enigsnis van krag wees tensy dit op skrif gestel is en ondertekend is deur BKB nie.
25. Geen toeweging of vergunning wat deur BKB aan die Koper of Verkooper toegestaan word sal geag word om afstanddoening te wees van enige van BKB se regte kragens hierdie ooreenkoms nie en sodanige toeweging of vergunning sal nie geag word of vertolk word as 'n nowasie 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 skelbaar van die res van die bepaling van hierdie ooreenkoms en *pro non scripto*.
27. Die Koper en Verkooper 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 ooreenkomsdig sodanige wette bepaal word.
29. Waar BKB met betrekking tot hierdie transaksie 'n rekenaar-gesproesseeerde afrekeningstaat of faktuur na uitreiking hiervan aan die Verkooper of Koper lewer, bly die bedingende en voorwaardes hierin vervat steeds geldig en onaangetas 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 kansellasië soos uiteengesit in klousule 29, vir verantwoordelik gehou sal word vir alle vervoerkostes, verliese of verandering in die kwaliteit van die bates sowel as kansellasië koste gelykstaande aan 10% van die aankoopprys welke kansellasië koste die partye ooreenkom is redelik.
32. In die geval waar die koopprys reeds voor die kansellasië soos uiteengesit in klousule 29 aan die Verkoper betaal was, sal die Verkoper verplig wees om die koopprys aan BKB terug te betaal binne 15 werksdae na ontvangs van die bates en sal skuldvergelikjng 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 kansellasië koste soos ooreengekom.

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 Louw (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 to 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 is 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 Heerdengligasies 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 Heerdengligasies 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 Heerdengligasies 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 Heerdengligasies 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 divorced 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 Heerdengligasies 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.

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.

BKB

The Trusted Home of Agriculture
Die Betroubare Tuiste van Landbou

#SustainabilitySynergised



PEOPLE



PLANET



PROFIT

SERVICE EXCELLENCE | ENTREPRENEURSHIP | EARNINGS | EMPLOYEES | ENVIRONMENT

#IntegrityIntegrated