



BAIE WELKOM

BY

WIESE

BESIGHEIDSTRUST

SE

29^{STE}

PRODUKSIEVEILING

24 SEPTEMBER 2020



Sanlam

044 203 2041 (Jacques Strydom)

* * * * *

Elandré Marais

082 371 4288

* * * * *

zoetis™

082 448 8665 (BG Badenhorst)

* * * * *



OLDMUTUAL

Victoria-West

053 621 0483



I.T.S Pumps & Seals, Port Elizabeth

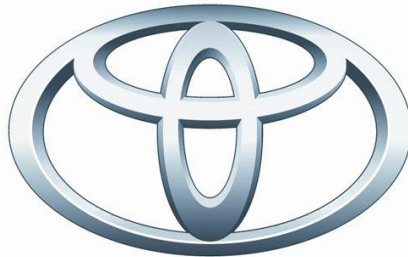
041 453 8989 (Ernest)

* * * * *

Beaufort Dierekliniek

023 643 0229 (Dr. Bennie Grobler)

* * * * *



TOYOTA

Beaufort-West

023 414 2101 (Kobus Botes)



Beaufort-West

023 414 3040 (Jan Stadler)

* * * * *



Standard Bank

Carnarvon: 053 621 2242

* * * * *

J.M. Denny

084 616 2335

* * * * *

**WIESE BESIGHEIDSTRUST WIL AL DIE
BOGENOEMDE BORGE UIT ONS HARTE BEDANK
VIR HUL BYDRAE TOT ONS VEILING.**

ANGORA RAMME

LOT	RAS	NOMMER	MIC AVE	GEB. DATUM	TANDE	STAT.	VADER	MOEDER	SD MIC	CV MIC	SL mm	SLEKKSIE INDEKS	SKROTUM OMTREK CM	PRYS
1	A	19043	29.8	09.19	L	E	R d T	KASTEEL	7.2	24.3	155		25	
2	A	15071	28.2	09.19	L	E	KASTEEL	KASTEEL	7.4	26.1	160		22	
3	A	19031	28.1	09.19	L	E	R d T	KASTEEL	6.1	21.7	150		23	
4	A	15019	30.3	09.19	L	E	KASTEEL	KASTEEL	7.5	24.8	155		20	
5	A	15064	30.4	09.19	L	E	KASTEEL	KASTEEL	6.4	20.9	155		23	
6	A	15030	33.7	09.19	L	E	KASTEEL	KASTEEL	8.1	24	130	FOUT	24	
7	A	15068	28.9	09.19	L	E	KASTEEL	KASTEEL	6.5	22.4	150		23	
8	A	15021	29.2	09.19	L	E	KASTEEL	KASTEEL	5.7	19.6	150		21	
9	A	15066	29.9	09.19	L	E	KASTEEL	KASTEEL	7.5	24.9	160		24	
10	A	19020	27.5	09.19	L	E	R d T	KASTEEL	8	29.3	130		24	
11	A	19054	29.4	09.19	L	E	R d T	KASTEEL	7.8	26.6	125		24	
12	A	15072	24.6	09.19	L	E	KASTEEL	KASTEEL	5.5	22.2	135		23	
13	A	15073	30.1	09.19	L	E	KASTEEL	KASTEEL	6.9	23	155		22	
14	A	15065	27.4	09.19	L	E	KASTEEL	KASTEEL	7.7	28	140		20	
15	A	15067	27	09.19	L	E	KASTEEL	KASTEEL	7.3	27.2	145		20	
16	A	15070	32.8	09.19	L	E	KASTEEL	KASTEEL	8.5	26	160		23	

AANTEKENINGE



BEAUFORT DIEREKLINIEK

SEMEN EVALUATION CERTIFICATE

Owner: A.T. Wiese (Wiese Besigheidstrust)
Date: 24 August 2020
Species: Caprine
Breed: Angora goat
Sex: Ram

19043	15019	15066	15073
19020	15030	15068	
19054	15064	15069	
19031	15065	15070	

These rams tested breeding sound on semen evaluation on 24 August 2020.

Dr BJ Grobler

Beaufort Dieriekliniek

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5 Kieser Street
Beaufort West 6970

DORPER EN WITDORPER RAMME

LOT	RAS	NOMMER	SELEK SIE	GEB. DATUM	TANDE	STAT.	VADER	MOEDER	MA SCORE	SPEEN INDEKS	NA- SPEEN	SLEK SIE INDEKS	SKROTUM OMTREK CM	PRYS
1	WD	18385	K	10.18	4T	E	SLAPOOR	DORING	+ 1T6	94	108	103	42	
2	WD	18389	K	10.18	4T	E	SOUTIE SN	SLAPOOR		103	90	95	35	
3	WD	18254	S	08.18	4T	E	BM	FS		106	105	105	37	
4	WD	18075	T5	06.18	4T	E	OMLOOP SN	EBEN E	+ 1T6	104	75	89	36	
5	WD	18467	T5	12.18	4T	E	SLAPOOR	T6 GYS		110	103	105	38	
6	D	19089	S	06.19	2T	E	OMDRAAI	MICKEY		112	112	111		
7	D	19067	T5	06.19	2T	E	ROLEX	NUWERUST		116	100	104		
8	D	19019	T5	04.19	2T	E	SPIEKERIES	NOOITGEDACHT	+ 1T6	99	113	108	38	
9	WD	19018	K	02.19	2T	E	BARLOW	FS		113	100	103	40	
10	WD	18499	K	12.18	4T	T	GYS	KLEIN KOOS	+ 2T6	101	100	101	40	
11	WD	19409	S	06.19	2T	E	SLAPOOR	KOOS ES						
12	WD	19424	T5	07.19	2T	T	CASTLE	WITMAN						
13	WD	18303	T5	10.18	4T	E	SLAPOOR	DONKIE	+ 1T6	112	101	105		
14	D	19016	K	04.19	2T	T	SPIEKERIES	X		104	107	106	39	
15	D	19014	S	04.19	2T	T	SPIEKERIES	X		141	104	116	40	
16	D	19027	T5	04.19	2T	E	POLLOCK	MICKEY		101	104	103	34	
17	WD	19001	S	02.19	2T	E	DONKIE	14256		102	104	102	37	
18	WD	19205	K	06.19	2T	E	BM	FS		126	111	113	38	
19	WD	18373	S	10.18	2T	T	BARLOW	T6 KLEIN KANON		98	90	92	45	
20	WD	19412	T5	06.19	2T	E	CASTLE	WITMAN						

DORPER EN WITDORPER RAMME

LOT	RAS	NOMMER	SELEKSIE	GEB. DATUM	TANDE	STAT.	VADER	MOEDER	MA SCORE	SPEEN INDEKS	NA-SPEEN	SLEKKSIE INDEKS	SKROTUM OMTREK CM	PRYS
21	WD	18427	T5	10.18	4T	T	DONKIE	SLAPOOR	+ 1T6	109	122	117		
22	D	19082	T5	06.19	L	E	OMDRAAI	JOHAN M		126	107	112	35	
23	D	19031	S	04.19	2T	E	SPIEKERIES	T6 OU MAN	+ 1T6	95	79	84	33	
24	D	19024	T5	04.19	2T	E	SPIEKERIES	ROAST		107	108	107	33	
25	WD	19069	K	04.19	2T	T	BM	LUCKY	+ 1T6	96	103	100	36	
26	WD	18493	S	12.18	2T	E	GYS	FS		96	101	99	36	
27	WD	19112	K	04.19	2T	E	BM	FS		108	120	115	38	
28	WD	19425	T5	07.19	2T	T	CASTLE	WITMAN						
29	WD	18488	T5	12.18	4T	T	GYS	KLEIN KOOS	+ 2T6	98	95	96	39	
30	D	19088	S	06.19	2T	T	OMDRAAI	MICKEY		93	103	100	33	
31	D	19079	S	06.19	L	E	STEVE	OU MAN		94	102	99	36	
32	D	19062	T5	06.19	2T	T	NUWERUST	GTS		88	97	94	42	
33	WD	19113	K	04.19	2T	T	BM	YSTERVARK		105	106	105	37	
34	WD	19038	S	02.19	2T	E	BM	X		115			37	
35	WD	19023	T5	02.19	4T	E	KOOS R	DONKIE	+ 1T6	112	109	109	42	
36	WD	18400	T5	10.18	4T	T	SLAPOOR	SOUTIE SN		89	85	86	39	
37	WD	19010	T5	02.19	2T	E	SOUTIE SN	MILKY BAR	+ 1T6	86			35	
38	D	19029	S	04.19	2T	E	PATCH	12146		96	92	93	35	
39	D	19055	T5	06.19	L	E	X	X		101	101	101	40	
40	D	19018	T5	04.19	2T	E	SPIEKERIES	OU MAN		103	104	103	37	

DORPER EN WITDORPER RAMME

LOT	RAS	NOMMER	SELEK SIE	GEB. DATUM	TANDE	STAT.	VADER	MOEDER	MA SCORE	SPEEN INDEKS	NA- SPEEN	SLEKSI INDEKS	SKROTUM OMTREK CM	PRYS
41	WD	19215	K	06.19	2T	E	BM	FS		86	99	94	34	
42	WD	19016	S	02.19	2T	E	BARLOW	FS		135	111	118	39	
43	WD	18478	S	12.18	4T	T	BM	FS		102	105	104	45	
44	WD	19130	T5	04.19	2T	E	BARLOW	T6 SLAPOOR	+ 1T6	84	101	95	39	
45	WD	18172	T5	06.18	4T	T	BARLOW	KOSIE SN	+ 1T6	85	104	97	39	
46	D	19007	K	04.19	2T	E	NOOITGEDAC	JOHAN M		100	100	104	36	
47	D	19063	S	06.19	2T	T	NUWERUST	GTS		74	93	88	37	
48	D	19071	K	06.19	L	E	ROLEX	MICKEY		115	98	102	37	
49	WD	19020	K	02.19	2T	E	BARLOW	NUWERUST		96	89	90	40	
50	WD	19115	S	04.19	2T	E	BM	CENTURY		124	115	118	39	
51	WD	19226	S	06.19	2T	E	OMLOOP SN	SLAPOOR	+ 1T6		102		37	
52	WD	19223	T5	06.19	2T	E	BARLOW	KOOS ES		101	98	97	34	
53	WD	19143	T5	06.19	2T	E	SLAPOOR	14357		96	104	101	36	
54	WD	19076	K	04.19	2T	E	SLAPOOR	T6 GROOT RAM	+ 1T6	116	89	98	38	
55	WD	19221	S	06.19	2T	E	GYS	SLAPOOR	+ 2T6	127	112	115	41	
56	WD	19021	S	02.19	4T	E	KOOS R	SLAPOOR	+ 2T6	81	92	88	38	
57	WD	19198	T5	06.19	2T	E	17514	DONKIE		105	98	98	36	
58	WD	19050	T5	04.19	2T	T	SPIEKERIES	14256	+ 1T6	108	104	105	32	
59	D	19038	T5	06.19	L	E	ROLEX	OU MAN		89	93	91	37	
60	D	19091	T5	06.19	2T	T	STEVE	KAIING		97	96	96	35	

DORPER EN WITDORPER RAMME

LOT	RAS	NOMMER	SELEK SIE	GEB. DATUM	TANDE	STAT.	VADER	MOEDER	MA SCORE	SPEEN INDEKS	NA- SPEEN	SLEKESIE INDEKS	SKROTUM OMTREK CM	PRYS
61	D	19083	T5	06.19	2T	E	OMDRAAI	MICKEY		107	98	100	37	
62	WD	19099	K	04.19	2T	T	OMLOOP SN	EBEN E	+ 1T6	101	108	105	35	
63	WD	19213	K	06.19	2T	E	BM	X		103	102	101	41	
64	WD	19117	K	04.19	2T	E	BARLOW	T6 BLOU TAG	+ 1T6	81	88	85	34	
65	WD	19039	S	02.19	2T	E	BM	YSTERVARK		115	99	103	36	
66	WD	19120	S	04.19	2T	T	OMLOOP SN	FS		91	107	101	35	
67	D	19004	K	02.19	2T	E	NUWERUST	NUWERUST		97	101	104	31	
68	D	19017	S	04.19	2T	T	SPIEKERIES	LUITENANT		76	89	85	36	
69	D	19074	T5	06.19	2T	E	STEVE	DOLFIE		96	98	97	38	
70	WD	19027	K	02.19	2T	T	GYS	SLAPOOR	+ 2T6	114	115	113	38	
71	WD	19135	K	04.19	2T	T	GYS	COBRA		85	96	92	34	
72	WD	19122	S	04.19	2T	E	OMLOOP SN	EBEN E	+ 2T6	97	100	98	35	
73	WD	19022	S	02.19	2T	E	KOOS R	SLAPOOR		96	83	87	38	
74	WD	19180	T5	06.19	2T	E	GYS	CRUSHER	+ 2T6	66	94	85	36	
75	D	19033	S	02.19	2T	T	NUWERUST	NUWERUST		72	99	94	30	
76	D	19086	S	06.19	2T	T	OMDRAAI	WELLDONE		93	97	95	34	
77	WD	19006	S	02.19	2T	T	SLAPOOR	FS		92	95	93	36	
78	WD	19168	S	06.19	2T	E	OMLOOP SN	SPIEKERIES		100	101	100	38	
79	WD	19042	S	04.19	2T	T	OMLOOP SN	BOLT		130	107	115	32	
80	WD	19202	K	06.19	2T	E	BM	14256		122	97	102	36	



Amptelike GESLAGSGESKIKTHEIDSERTIFIKAAT vir alle Dorperveilings

EIENAAR: A.T WIESE (WIESE BESIGHEIDSTRUST)
ADRES: KASTEEL, LOXTON
DATUM VAN ONDERSOEK: 24 AGUSTUS 2020
PLEK VAN ONDERSOEK: KASTEEL, LOXTON
RAS: WIT DORPER

PLAATJIE	OUERDOM	PLAATJIE	OUERDOM
18378	4TAND	18315	4TAND
18172	4TAND	18274	4TAND
18362	4TAND	18319	4TAND
18109	4TAND	18318	4TAND
18189	4TAND	18257	4TAND
18480	4TAND	7909	4TAND
18075	4TAND	18251	4TAND
18148	4TAND		

Alle bogenoemde ramme voldoen aan die volgende vereistes:

Kliniese ondersoek van geslagsorgane: Normaal
Ejakulaat Volume: > 0,5 ml
Ejakulaat Digtheid: Room tot Dikroom
Ejakulaat Kleur: Wit/Ivoor
Ejakulaat Beweging: >4
% Lewendige sperme: >85%
Neutrofile: Geen
Morfologie: <10% abnormaliteite


Dr. B.J. Grobler
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082 343 0229

L.W. – LIBIDO EN DEKBEHENDIGHEID IS NIE GE-EVALUEER NIE

Die ram is na my mening op datum van ondersoek klinies gesond en geslagsgeskik.

Geteken:



Veearts:

Dr. B.J. GROBLER

Registrasie No.:

D11/9230

Dr. B.J. Grobler
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BEAUFORT DIEREKLINIEK

BRUCELLA OVIS & MELITENSIS AND FOOT-AND-MOUTH DISEASE CERTIFICATE

Owner: A.T. Wiese (Wiese Besigheidstrust)
Date: 24 August 2020
Species: Ovine
Breed: Wit Dorper
Sex: Ram

18378	18480	18319
18172	18075	18318
18362	18148	18257
18109	18315	7909
18189	18274	18251

These rams tested negative for *Brucella ovis*, *Brucella melitensis* and Foot-and-Mouth Disease on 24 August 2020.

Dr BJ Grobler

Beaufort Dierkliniek

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Tel: 023 415 2266
Emergency: 082 643 0229

5 Kieser Street
Beaufort West 6970



Amptelike GESLAGSGESKIKTHEIDSERTIFIKAAT vir alle Dorperveilinge

EIGENAAR: A.T. WIESF (WIESF BESIGHEIDSTRUST)
ADRES: KASTEEL, LOXTON
DATUM VAN ONDERSOEK: 24 AUGUSTUS 2020
PLEK VAN ONDERSOEK: BEAUFORT-WES
RAS: WIT DORPER

PLAATJIE	OUDERDOM	PLAATJIE	OUDERDOM
19205	2TAND	18379	4TAND
19143	2TAND	19115	2TAND
19023	2TAND	19021	2TAND
19215	2TAND	18400	4TAND
19221	2TAND	19130	2TAND
19009	2TAND	19046	2TAND
19168	2TAND	19076	2TAND
19180	2TAND	19128	2TAND
19007	2TAND	18373	4TAND
19224	2TAND	19112	2TAND
19198	2TAND	19006	2TAND
19200	2TAND	19001	2TAND
19022	2TAND	19139	2TAND
19213	2TAND	19135	2TAND
19223	2TAND	19069	2TAND
19186	2TAND	18488	4TAND
18467	2TAND	19120	2TAND

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19018	2TAND	18389	4TAND
19016	2TAND	19039	2TAND
19088	2TAND	19050	2TAND
18499	4TAND	19038	2TAND
19113	2TAND	19042	2TAND
19117	2TAND	19122	2TAND
19020	2TAND	18385	4TAND
18478	4TAND	19071	2TAND
19010	2TAND	19099	2TAND
18493	4TAND	19027	2TAND
19202	2TAND		

Alle bogenoemde ramme voldoen aan die volgende vereistes:

Kliniese ondersoek van geslagsorgane: Normaal
Ejakulaat Volume: > 0.5 ml
Ejakulaat Digtheid: Room tot Dikroom
Ejakulaat Kleur: Wit/lvoor
Ejakulaat Beweging: >4
% Lewendige sperme: >85%
Neutrofile: Geen
Morfologie: <10% abnormaliteit

L.W. - LIBIDO EN DEKBEHENDIGHEID IS NIE GE-EVALUEER NIE

Die ram is na my mening op datum van ondersoek klinies gesond en geslagsgeskik.

Alle ramme toets negatief vir *Brucella ovis* op 24 Augustus 2020

Getekon:



Veearts:

Dr. BJ Grobler

Registrasie No.:

D11/9230

Dr. BJ Grobler
BSc (11/9230)
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082 543 0220



Amptelike GESLAGSGESKIKTHEIDSERTIFIKAAT vir alle Dorperveilings

EIENAAR: A.T WIESE (WIESE BESIGHEIDSTRUST)
ADRES: KASTEEL, LOXTON
DATUM VAN ONDERSOEK: 24 AUGUSTUS 2020
PLEK VAN ONDERSOEK: KASTEEL, LOXTON
RAS: DORPER

PLAATJIE	OUDERDOM	PLAATJIE	OUDERDOM
19015	2TAND	19027	2TAND
19063	2TAND	19062	2TAND
19014	2TAND	19024	2TAND
19057	2TAND	19086	2TAND
19031	2TAND	19061	2TAND
19007	2TAND	19071	2TAND
18123 LB	4TAND	19083	2TAND
19033	2TAND	19038	2TAND
19017	2TAND	19055	2TAND
19004	2TAND	19088	2TAND
19074	2TAND	19091	2TAND
18078	4TAND	19019	2TAND
19081	2TAND	19018	2TAND
19029	2TAND	19082	2TAND
19079	2TAND		

Alle bogenoemde ramme voldoen aan die volgende vereistes:

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Doktor Dierkliniek
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152 045 0229

Kliniese ondersoek van geslagsorgane: Normaal
Ejakulaat Volume: > 0.5 ml
Ejakulaat Digtheid: Room tot Dikroom
Ejakulaat Kleur: Wit/ivoor
Ejakulaat Beweging: >4
% Lewendige sperme: >85%
Neutrofile: Geen
Morfologie: <10% abnormaliteite

L.W. - LIBIDO EN DEKBEHENDIGHEID IS NIE GE-EVALUEER NIE

Die ramme is na my mening op datum van ondersoek klinies gesond en geslagsgeskik. Alle ramme toets negatief vir *Brucella ovis*.

Geleken:



Veearts:

DR. BJ GROBLER

Registrasie No.:

D 11/9230

Dr. BJ Grobler
BVSc (11/9230)
Beaufort Diërekliek
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BOERBOK RAMME

LOT	RAS	NOMMER	SELEK SIE	GEB. DATUM	TAND E	STAT.	VADER	MOEDER	MA SCORE	SPEEN INDEKS	NA- SPEEN	SLEK SIE INDEKS	SKROTUM OMTREK CM	PRYS
1	BB	18116	S	11.18	4T	T	BULBERG	BB					37	
2	BB	18094	K	11.18	4T	D	BULBERG	NAMIB					28	
3	BB	19070	S	09.19	2T	T	MOOI RAM	NAMIB					35	
4	BB	19076	K	09.19	L	E	MOOI RAM	BB					30	
5	BB	19142	S	06.19	2T	T	BB	BB					27	
6	BB	18086	S	06.19	2T	T	BB	BB					32	
7	BB	18084	S	09.19	L	T	BB	BB					33	
8	BB	15184	S	10.19	2T	T	BB	BB					30	
9	BB	15186	S	10.19	L	T	BB	BB					32	
10	BB	19057	K	09.19	2T	E	MOOI RAM	BB					30	
11	BB	15187	K	08.19	2T	T	BB	BB					32	

AANTEKENINGE



BEAUFORT DIEREKLINIEK

SEMEN EVALUATION CERTIFICATE

Owner: A.T. Wiese (Wiese Besigheidstrust)
Date: 24 August 2020
Species: Caprine
Breed: Boer goat
Sex: Ram

19001 Oranje	18110 Oranje	15185 Oranje	19057 Oranje	19076 Oranje	19064
18094 Oranje	19143 Oranje	19058 Oranje	19070 Oranje	18085 Geel	
18116 Oranje	19142 Oranje	19077 Oranje	18086 Geel	19007	
18113 Oranje	15184 Oranje	15186 Oranje	18084 Geel	15187	

These rams tested breeding sound on semen evaluation on 24 August 2020.

Dr BJ Grobler

Beaufort Dierkliniek

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Emergency: 082 643 0229

5 Kieser Street
Beaufort West 6970

VAN ROOY RAMME

LOT	RAS	NOMMER	SELEK SIE	GEB. DATUM	TANDE	STAT.	VADER	MOEDER	MA SCORE	SPEEN INDEKS	NA- SPEEN	SLELKSIE INDEKS	SKROTUM OMTREK CM	PRYS
1	VR	19165	K	08.19	L	T	OU RAM	H H		100			37	
2	VR	19055	S	06.19	2T	E	J M	J v R		103			37	
3	VR	19108	K	08.19	L	E	OU RAM	PERS TAG		103			35	
4	VR	19147	S	08.19	L	E	CHAMP	J v R		99			36	
5	VR	19111	K	08.19	L	E	OU RAM	H H		86			36	
6	VR	19156	S	08.19	2T	E	OU RAM	ROOI TAG		107			34	
7	VR	19094	K	08.19	L	E	PERS TAG	J S		116			36	
8	VR	19092	S	08.19	L	E	PERS TAG	LANG RAM		121			34	
9	VR	19140	K	08.19	2T	E	PERS TAG	ICE		119			34	
10	VR	19134	K	08.19	L	T	PERS TAG	J v R		84			36	
11	VR	19125	K	08.19	L	E	PERS TAG	ICE		99			36	

AANTEKENINGE



BEAUFORT DIEREKLINIEK

BRUCELLA OVIS & SEMEN EVALUATION CERTIFICATE

Owner: A.T. Wiese (Wiese Besigheidstrust)
Date: 24 August 2020
Species: Ovine
Breed: Van Rooy
Sex: Ram

19108	19165	19111	19156
19147	19055	19094	19092
19140	19134	19125	

These rams tested negative for *Brucella ovis* and also breeding sound on semen evaluation on 24 August 2020.

Dr BJ Grobler

Beaufort Dieriekliniek

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5 Kieser Street
Beaufort West 6970

BKB

EN

**WIESE
BESIGHEIDSTRUST**

Sê

BAIE DANKIE

VIR U

ONDERSTEUNING!!!

VEILINGREÛLS.
BEDING EN VOORWAARDES

1. Hierdie veiling word gehou deur die beheer van BKB Beperk/ BKB van Wyk (Edms) Beperk/ BKB/Louwd (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 Toegevoegde Waarde Wet, 1991, ten opsigte van alle belasting fakture, krediet en / of debiet notas ten opsigte lewendehawe, wild en/of ander goedere aoreenbied by die veiling of enige koste van vervoer en versekering samede naamens die Koper en Verkoper betaal is.
3. Die reëls van hierdie veiling is ooreenkomstig met die belyngings van Art 45 en alle relevante regulasies tot die Verbruikers Beskerings Wet Nr 68 van 2008.
4. Vir groter duidelikeheid, bepaal Art 45(1-4) soos volg:
 - 4.1 Wanneer na veilings vernys word, sluit dit ekskusie verkopings gemagtig deur 'n hofbevel in, insouder 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 tedeende bewys word, geag word 'n aparte transaksie te wees.
- 4.3 Verkope deur middel van 'n veiling word as finalu 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 Reserwe of minimum bod; of
 - 4.4.2 Die reg van die eienaar of Afslaer om op die veiling te blye, of enige ander persoon namens die eienaar of Afslaer te blye.
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 wyls.
6. Hierdie veiling is nie 'n absolute veiling nie, maar onderworpe aan reserwe prys vasgestel deur die Verkoper en uitgewys deur die Afslaer voor die verkopen van elke bate of lot.
7. Hierdie veiling sal op die datum en tyd begin soos geadverteer of gepubliseer en sal nie uitgestel of later begin om enige lid of groep van die publiek in staat te stel om aan die veiling te mag deelneem nie.
8. Indien die Afslaer bewys rak en/of begin foot op advertensie materiaal of enige ander publikasie of enige wysiging in hierdie veilingreëls, sal die Afslaer spesifiek die wysigings in die reëls uitwys sowel as die foutu in die advertensie of publikasie.
9. Enige persoon wat die veiling bywou om self te blye moet, voor die aanvang van die veiling, registreer as 'n Koper op die kopersrol en voldoen aan die vereistes soos voorgeskryf in Hoofstuk 1 van FICA 2001 en die kopersrol/koperskaartu onderteken.
10. Enige persoon wat die veiling bywou om namens 'n ander persoon te blye, moet behoortlik daartoe gemagtig word deur middel van 'n magtigingskrake 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/koperskaartu onderteken.
11. Waar die prinsipaal 'n maatskappy is, sal die magtigingskrake van die briefhoof van die maatskappy verskyn en vergees word met 'n gesertifiseerde afskrif van die resolutie 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, insluitende vennootskape, trusts of regsigligame).
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 voelstoots verkope en die Kopers geniet nie die beskerming soos uiteengesit in Art 55 en 56 van die Verbruikers Beskerings Wet nie.
14. Enige inligting verstrek met betrekking tot die gehalte, telsing, geslagshou, ouderdom, datum van dekking, kondisie, reprodusktiewe staat of vermoë, vragbaarheid, gesondheidsstoestand, produksievermoë, massa of enige aspek van die lewendehawe en/of wild, word deur die Verkoper verstrek en enige wanvoorstelling deur die Verkoper is sonder die medewete of samewerking van die Afslaer. Enige verhoearsreg 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 gebee gegee word op alle fakture wat uitgereik word.
16. Alle verkope geskied kontant en die koopprys is onmiddellik betaalbaar aan die Afslaer na aanvaarding van die bod, tensy vooraf anders met die Afslaer ooreengekom is. Enige kontantbelatngs is verder onderworpe aan kontant of enige ander hanteringsfooe. Sou die Koper eger versuim om binne 7 dae van lewering te betaal, is BKB geregtig om rente by die uitstaende bedrae te voeg bereken teen die huidige bank prima koers plus 5%, maandeliks bereken en gekapitaliseer.
17. Indien die Koper nie die koopprys onmiddellik betaal nie en verder geen gepaste reellngs met die Afslaer getref het nie, sal/kan die Afslaer 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 uitreellngs met die Koper verkop, afhangeling van die Verkoper se mandaat aan die Afslaer.
18. Eiendomsreg in die lot sal geëstig 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 oorgeaan na die Koper soos uiteengesit in klousule 23.
19. Indien die Koper wyl vooraf gepaste reellngs met BKB getref het, magtig die Koper BKB hiermee om die koopprys, koste van vervoer en versekering of enige ander ooreengekomte 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 gelde geleen en voorgesig te wees, die terme waarvan ooreengekom is met die Koper in 'n aparte kredietooreenkoms of kooppooreenkoms. Alle betalngs in terme van hierdie klousule word 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. Betalngs voor verstryking van die 5 werksdae deur BKB aan die Verkoper word gemaak in die uitsluitlike diskresie van BKB en is nie 'n afdragbare vergunning nie.
20. Solank enige bedrag hieragrens deur die Koper aan BKB verskuldig is, mag die Koper, waar die bates die onderwerp van sekuriteit is vir die Koper se krediefasiliteit met BKB, nie afstand doen van die besit van die bates nie en mag die Koper nie die bates of enige van sy rechte of verpligtinge kragtens hierdie ooreenkoms seeder, afstaan, verpand of andersins bewaar, verkoop, verveem of aanbied om die voomoemde te doen, of toelaat dat die bates onderworpe raak aan enige retensieereg, hipotek, pand of ander bewaring of geregtelike beslaglegging wat ookal die oorsaak daarvan nie. BKB kan sy rechte en belang hierin seeder, afstaan of verveem, sonder afstanddoening of benadeling van sy reg op invordering van enige gelde aan BKB verskuldig.
21. Waar die Verkoper by die aanvang van hierdie veiling reeds 'n bedrag verskuldig is aan BKB of enige filiaalmaatkskapp of firma van BKB, ongeag die skuldooorsaak van sodanige verskuldigheid, magtig die Verkoper BKB onthertoeelik om die koopprys hiervan (minus BKB se kommissie) teen die Verkoper se rekening te kredieteer, synde betaling van die koopprys namens die Koper te wees.
22. Waar BKB, in terme van die 'n kredietooreenkoms gelde geleen of voorgesig het aan die Koper vir die betaling van die koopprys van die bates en die vervoerkoste en verskeringspremies, sal geen vervoer hoegenaamd wat die Koper teen die Verkoper of vervoerkontrakteur of verskeerker het, geopper word teen BKB nie en sal die Koper steeds verplig wees om alle bedrae, tesame met ander rente en kostes kragtens die kredietooreenkoms of kooppooreenkoms verskuldig aan BKB te betaal. Die belyngs van hierdie klousule plaas geen beperking op die Koper se reg om regte/remedies wat hy mag hê teen die Verkoper, vervoerkontrakteur of verskeerker uit te oefen nie.
23. Nog die Koper nog die Verkoper sal met betrekking tot enige bedrag hieragrens verskuldig geregtig wees om skuldvergelykng te te pas of betalngs te weerhou ten opsigte van eise teen mekaar of teen BKB.
24. Elke lot sal onmiddellik nak die bod toegestaan is geag word as gelewer aan die Koper en sal daarna op die uitsluitlike risiko van die Koper wees, wiee op eie koste die lot of bate van die veilingsterrin sal verwyder. Verwydering van enige bates of lotte sal eger slegs toegelaat word na betaling van die koopprys deur die Koper tensy die gepaste reellngs met die Afslaer getref is en hy toestem 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 vendurli 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 veilingreëls 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 veilings, 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 enigeemand aanspreeklik gehou word vir enige verlies of skade van enige aard hoegenaamd, hetsy direkte of indirekte skade of gevogskade of andersins geg deur enigeemand, indien die lewendehawe en/of wild op die veilingsterrin onder kwaratyn geplaas word as gevolg van die aanswagheid van 'n beheerde veesiekte onder enige lewendehawe en/of wild op die veilingsterrin nie. BKB sal die reg hê om die veiling te staak en elke koop nielig te verklaar en geen party hoegenaamd sal enige verhaalreg teen BKB hê met betrekking tot die uitoefening van hierdie bevoegtheid van BKB nie.
29. Partye wat enige permittu, verwyderingsertifikaate, dokumente van identifkasie of enige ander statutêr voorgeskreue dokument benodig, is self aanspreeklik vir die verkryging daarvan. Enige opdragte aan die Afslaer met betrekking tot die laai, en/of vervoer en/of keuse van vervoerkontraektes en/of versekering en/of keuse van verskeerkers en/of versorging van die lewendehawe en/of wild of goedere voor of na afloop van die veiling, word uitgevoer op die algelhele risiko van die Koper of Verkoper, na gelang van die geval en die Afslaer sal nie aanspreeklik gehou word vir enige verlies of skade van enige aard hoegenaamd, hetsy direkte, indirekte, gevogskade of andersins, wat gelyg mag word as gevolg van enige opdragte van 'n Verkoper of Koper uitgevoer deur die Afslaer. Die Afslaer aanvaar eger verantwoordeelike soos bedoel in Art 65(2) van die Verbruikers Beskerings Wet terwyl die goedere of lewendehawe en/of wild onder beheer van die Afslaer is. Enige ooreenkoms wat die Afslaer met die vervoeronderdeemer of verskeerker mag aangaan, word deur die Afslaer aangegaan as die vteerwoordiger van die Koper of die Verkoper, na gelang van die geval. Alle vervoerkoste en verskeringspremies is vooraf betaalbaar aan die Afslaer in kontant tensy reellngs 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, eiensak, bedrag of waarde die regspraak van daardie Hof mag oorskry, wat kragtens Artikel 26 van die voomoemde Wet jurisdiksie ten aansien van die Koper of Verkoper het. Nieteestandeende die vooraafgaande, sal die Afslaer in sy uitsluitlike en absolute diskresie die reg hê om 'n regsdinging in enige Hooggerogshof 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, nagelangeling van die geval, op die skaal soos tussen prokureur en eie klient.
32. Geen wysiging, verandering of nuovasie van of byvoeging tot hierdie voorwaardes en geest afstanddoening deur BKB van enige van sy rechte hierkragtens sal enigsins 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 rechte hierkragtens nie en sodanige toeweging of vergunning sal nie geag word of vertolk word as 'n nuovasie hiervan nie.
34. Indien enige belyng hiervan onwettig is of retrospektief onwettig gemaak word, sal daardie onwettige belyng geag word as deelbaar van die res van die belyngs hiervan en *pro non scripta*.

**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 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 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 Heerdenligating 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*.

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 BKLouwid (Edms) Beperk nie.
2. Alle goedere en/of lewende hawe (hierna verwys as "die bate/s") word deur BKB namens die Verkoop verkoop.
3. BKB word hier deur benoem deur die Koper en Verkoop om op te tree vir en namens die Koper en Verkoop 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 skakeldiensttransaksie of enige koste van vervoer en versekering premies wat namens die Koper en Verkoop betaal is.
4. Die Verkoop bevestig dat daar geen beswaringe op sodanige bate bestaan nie, dit nie seeder is nie en dat dit sy uitsluitlike eiendom is.
5. Die Verkoop 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 geen 'n dispuut, sal teen die Verkoop wees.
6. Die Koper is in alle transaksies geregtig om die bate te inspekteer sodat die Koper kan vasstel dat die bate van die tipe en kwaliteit is wat redelik verwag kan word en waar spesifieke vereistes vir die bate 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 bate te weier of die bate terug te stuur aan die Verkoop en sy koopprys terug te eis op grond daarvan dat die bate nie van die tipe, kwaliteit of in ooreenstemming met die vereistes is nie.
8. Tensy spesifiek anders ooreengekom tussen die Verkoop en die Koper is die Koper geregtig op lewering van die bate binne 'n redelike tyd nadat die transaksie voltooi is.
9. Vir doeleindes hiervan, en tensy spesifiek anders ooreengekom tussen die Koper en Verkoop, word dit geag dat lewering plaasvind by die persele van die Verkoop. Alle risiko in die bate gaan oor van die Verkoop na die Koper op lewering.
10. Sou die bate op die versoek en aandrang van die Koper deur vervoerkontraakteurs gelaai word by die persele van die Verkoop, word lewering daarvan aan die Koper geag te wees op die tydstip wanneer die bate deur die vervoerkontraakteur gelaai is.
11. Waar vervoereëlings 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 Verkoop na gelang van die geval, sowel geregtig wees om die kostes, soos gespesifiseer op die keersy, van die Verkoop/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 hanteringsfoelie. Sou die koper eger versuim om binne 7 dae van voltooiing van die transaksie te betaal, is BKB geregtig om rente by die uitstaande bedrag 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 ooreenkomme koste, minus BKB se kommissie, namens die Koper aan die Verkoop en ander diensverskaffers te betaal, in welke geval die gemelde koopprys, en koste geag word gelde geleen en voorgeskiet 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 Verkoop 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 Verkoop word gemaak in die uitsluitlike diskresie van BKB en is nie 'n afdwingbare vergunning nie.
16. Solank enige bedrag hierkragtens deur die Koper aan BKB verskuldig is, mag die Koper, waar die bate die onderwerp van sekuriteit is vir die Koper se kredietfasiliteit met BKB, nie afstand doen van die besit van die bate nie en mag die Koper nie die bate of enige van sy repte of verpligte kragtens hierdie ooreenkoms seeder, afstaan, verpand of andersins beswaar, verkoop, verveem of aanbied om die voornoemde te doen, of toelaat dat die bate onderworpe raak aan enige retensiereg, hipoteek, pand of ander beswaring of geregtelike beslaglegging wat ookal die oorsaak daarvan nie. BKB kan sy repte en belange hierin seeder, afstaan of verveem, sonder afstanddoening of benadeling van sy reg van inwordering van enige gelde aan BKB verskuldig.
17. Waar die Verkoop by die aangaan van hierdie ooreenkoms reeds 'n bedrag verskuldig is aan BKB of enige filiaalmaatskappy of firma van BKB, ongeag die skuldooorsaak van sodanige verskuldigheid, magtig die Verkoop by onderkenning hiervan BKB onherroeplik om die koopprys hiervan (minus BKB se kommissie) teen die Verkoop 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 bate en die vervoerkoste en versekeringspremies, sal geen verveem hoegenaamd wat die Koper teen die Verkoop of vervoerkontraakteur of verskeerker 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 klousule plaas geen beperking op die Koper se reg om regte/remedies wat hy mag hê teen die Verkoop, vervoerkontraakteur of verskeerker uit te oefen nie.
19. Nog die Koper nog die Verkoop 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.
20. Die Koper en Verkoop 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 Verkoop mag instel, ondanks dat die aangeleentheid, eisorsaak, bedrag of waarde die regspraak van hierdie Hof mag oorskry, wat kragtens Artikel 28 van die voornoemde Wet jurisdiksie teen aansien van die Koper of Verkoop het. Nieteenstaande die voorafgaande sal BKB in sy uitsluitlike en absolute diskresie die reg hê om 'n regsgeding in enige Hooggeregshof van bewegende 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 Verkoop aan BKB in terme van hierdie ooreenkoms sal *prima facie* bewys daarstel van die inhoud daarvan.
22. Enige regskoste wat deur BKB aangegaan word as gevolg van enige nie-nakoming van die Koper of Verkoop se verpligte hierkragtens, insluitende inworderingskommissie, sal deur BKB verhaal word van die Koper of Verkoop, 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 Verkoop erken dat daar geen mondelinge ooreenkoms of voorstelling is wat op enige wyse hierdie ooreenkoms wysig of verander nie of 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 repte hierkragtens sal enigiens van krag wees tensy dit op skrif gestel is en onderteken is deur BKB nie.
25. Geen toegewing of vergunning wat deur BKB aan die Koper of Verkoop toegestaan word sal geag word as afstanddoening te wees van enige van BKB se repte kragtens hierdie ooreenkoms nie en sodanige toegewing 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 as geënsig 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 Verkoop kies hiermee respektievelik hul *domicilia citandi et executandi* vir alle kennisgewings en doeleindes voortsprekend 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-geprosesseerde afrekeningstaat of faktuur na uitreiking hiervan aan die Verkoop of Koper lewer, bly die bedinge en voorwaardes hierin vervat steeds geldig en onaangetas deur sodanige afrekeningstaat of faktuur.
30. Waar die Koper in 'n transaksie tree met die Verkoop of enige van die Verkoop se agente wat die resultaat is van direkte bemarkings 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 bate dra totdat dit terug besorg is aan die Verkoop.
31. Dit word spesifiek aan die Koper uitgewys dat in die geval van 'n kansellasie soos uiteengesit in klousule 29, hy verantwoordelik gehou sal word vir alle vervoerkostes, verliese of verandering in die kwaliteit van die bate sowel as kansellasiekoste gelykstaande aan 10% van die aankoopprys welke kansellasie koste die partye ooreenkoms is redelik.
32. In die geval waar die koopprys reeds voor die kansellasie soos uiteengesit in klousule 29 aan die Verkoop betaal was, sal die Verkoop verplig wees om die koopprys aan BKB terug te betaal binne 15 werksdae na ontvangs van die bate en sal skuldverglyking toegepas word deurdat die skade as gevolg van verliese of verandering in die kwaliteit daarvan afgetrek sal word. BKB sal aan die Koper verrekken na afrekening van die kansellasiekoste 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 Louwijd (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 will 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 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.

NOTAS
