

# WINSTON SHEEP GROUP

*21<sup>st</sup> Annual Production Sale at Winston Farm, Cathcart*

**Wednesday | 02 February 2022 | 11 am | Viewing from 9 am**



**On Offer by Silent Auction**

## **40 YELD REARED MERINO RAMS & 270 EWES**



ENQUIRIES: John Miller 083 659 8269 - James Miller 082 517 4887 - Mark Cockin 083 674 5630  
Gary Trethewey 082 371 4280 - Tony Burger (Auctioneer) 082 456 9143

Directions, Catalogue and Conditions of sale available at [www.bkd.co.za](http://www.bkd.co.za)

AUCTIONEERS: P.O. Box 333, Alexander, 6185 - Tel: 012 743 8342 - Email: [info@bkd.co.za](mailto:info@bkd.co.za) - Fax: 012 743 8306



Inoculations: Multivax P Plus, Rev 1, Ovimin and Blue Tongue. Tests: All rams have been tested for Genetic soundness & Fertility

To Our Valued Clients,

We would like to welcome you to our 21<sup>st</sup> Annual Production Sale here at Winston.

We are extremely proud of the progress the group has made over the last 21 years and we would like to thank you all for being a part of our journey. We wish you the best of luck with your purchases.

The Group Rams and the Sale String Rams are selected from an original group of +-400 Ram Lambs. All Rams on sale today make up the Top 30% of this group and we believe these rams are of the finest quality! All rams have been fertility and performance tested prior to the sale. All rams have been classed by Gary Trethewey.

Thank you to BKB Riverview and Gary for the time and dedication to the Winston Sheep Group.

Please join us in the Grumpy Grouse for Lunch and refreshments after the sale.





**Welcomes you to the 21<sup>st</sup> annual  
Winston Sheep Group Production Sale  
Wednesday 02 February 2022**

# Winston Sheep Group Production Sale - Wednesday 02 February 2022

# RAMS

ANIMAL			2157	Remarks		BREEDING VALUES							PEDIGREE INFORMATION					DAM REPRODUCTION							
Lot	Yr	Seq		SC	BS	BW	CFW	FD	SL	FD μM	REV	Sire FDM	Sire Yr	Sire Seq	Dam Yr	Dam Seq	# Lambings	#Lambs	#Wean	%Wean	AveWW	EPI	Comments	Buyer	Price
1	20	1004	POLLED	36	1	0.80	0.13	0.77	0.08	17.0	-2.14	2157	18	2117	16	9971	3	3	2	67	30.8	94			
2	20	1032	HORNS	33	1	-0.84	0.20	0.27	0.09	16.5	10.29	2157	18	9014	16	9970	2	2	2	100	29.8	95			
3	20	1053	HORNS	35	2	-0.58	-0.12	-0.24	0.39	15.6	-9.02	2157	18	9026	16	9974	3	5	5	100	29.2	125			
4	20	2004	POINTS	34	2	1.44	0.34	1.59	7.33	18.7	20.78	2157	18	4080	16	2132	3	6	6	100	27.1	127			
5	20	2019	HORNS	34	2	1.37	0.22	1.10	8.30	17.5	13.87	2157	18	2135	17	2123	2	4	4	100	28.8	104			
6	20	2022	HORNS	33	2	0.41	0.13	1.12	9.85	17.3	2.91	2157	18	2135	14	2127	4	5	4	80	31.1	109			
7	20	2035	HORNS	30	2	-1.71	0.45	-0.35	1.90	16.1	57.86	1864	18	304	17	2098	3	5	4	80	29	108			
8	20	2048	POLLED	34	2	2.26	0.32	1.57	6.29	18.9	16.17	2157	17	7010	18	2051	2	4	4	100	24.8	112			
9	20	2056	HORNS	34	2	2.50	-0.07	0.06	1.84	16.3	-1.84	2157	17	7010	18	2148	2	4	4	100	28.6	116			
10	20	2069	HORNS	33	2	1.80	0.23	1.78	4.00	18.0	10.58	2157	18	2117	14	2030	5	9	9	100	27	136			
11	20	2103	HORNS	33	2	-1.00	0.13	0.91	7.51	17.3	-0.89	2157	18	9026	17	2051	2	3	3	100	25.3	97			
12	20	2115	HORNS	34	2	3.87	0.09	2.29	6.10	19.0	-0.56	2157	18	3080	17	2082	3	5	5	100	30.7	104			
13	20	2132	HORNS	30	2	1.35	0.24	1.09	1.95	17.8	10.47	2157	18	2097	17	2032	3	5	5	100	30.1	105			
14	20	3007	POLLED	37	1	-0.21	0.31	0.78	7.36	16.6	22.71	2157	18	9014	16	3058	4	5	5	100	30.8	111			
15	20	3029	HORNS	34	1	2.08	0.03	0.61	7.78	16.4	5.94	2157	18	3080	15	3090	3	4	3	75	27.5	107			
16	20	3040	HORNS	36	2	-0.73	0.38	0.68	1.62	16.9	28.93	1864	18	304	15	3321	4	7	7	100	24.6	113			
17	20	3046	HORNS	31	2	-1.90	-0.12	-0.72	-4.80	15.6	-5.06	2157	18	9014	15	3029	5	8	8	100	26.1	127			
18	20	4008	POLLED	32	2	2.98	-0.02	1.17	1.77	17.3	-16.22	2157	17	9918	16	4074	2	3	3	100	34.5	104			
19	20	5019	HORNS	33	2	0.79	0.08	-1.39	2.77	15.0	60.39	2150	15	3444	16	5130	3	6	6	100	22.1	107			
20	20	5032	HORNS	34	2	1.53	0.07	1.41	0.45	17.1	-10.93	2157	18	2117	16	5082	4	7	7	100	26.7	122			
21	20	5087	HORNS	34	2	1.39	-0.18	0.67	1.53	16.9	-28.65	2157	17	9918	16	5128	4	6	6	100	28.6	120			

**Inoculations, Dips & Doses:** Blue Tongue; REV 1; Multivax P; Ovimin (15 Dec 21), Cydectin (19 Dec 21); Dazzle (Oct 21); Prodose Yellow (14 Jan 22)  
**Date Shorn:** 15 September 2021

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# RAMS

ANIMAL			2157	Remarks		BREEDING VALUES						PEDIGREE INFORMATION					DAM REPRODUCTION								
Lot	Yr	Seq		SC	BS	BW	CFW	FD	SL	FD μM	REV	Sire FDM	Sire Yr	Sire Seq	Dam Yr	Dam Seq	# Lambings	#Lambs	#Wean	%Wean	AveWW	EPI	Comments	Buyer	Price
22	20	7011	POLLED	36	2	-0.20	0.10	0.84	1.30	17.2	<b>-6.91</b>	2157	18	9014	16	7043	3	4	4	100	29.1	99			
23	20	7016	HORNS	32	1	0.16	-0.11	-0.60	-4.69	15.6	<b>-1.45</b>	2157	18	2097	16	7092	3	3	3	100	29	103			
24	20	7034	POLLED	33	1	1.87	-0.14	0.34	-0.70	16.5	<b>-19.51</b>	2157	17	5106	18	7008	2	3	3	100	30.5	108			
25	20	7041	HORNS	30	2	-1.01	0.01	-0.45	0.27	16.2	<b>12.80</b>	2157	18	8059	16	7093	3	6	5	83	24.1	114			
26	20	7042	POLLED	34	1	2.39	-0.20	-1.04	-2.95	15.1	<b>17.01</b>	2157	17	5106	18	7089	2	2	2	100	33.5	101			
27	20	7051	POLLED	33	2	0.37	0.18	1.00	8.42	17.1	<b>7.91</b>	2157	18	2135	16	7064	3	5	5	100	25.9	104			
28	20	7077	HORNS	32	2	2.33	0.16	2.16	13.38	18.8	<b>10.43</b>	2157	18	2135	15	7069	5	9	9	100	26.9	141			
29	20	7714	POLLED	36	1	1.32	0.17	0.97	6.89	17.0	<b>4.09</b>	2157	17	7010	18	7744	2	2	2	100	32.3	99			
30	20	7718	HORNS	32	2	0.76	-0.17	0.01	0.84	16.9	<b>-16.68</b>	2157	18	3080	17	7762	1	2	2	100	22.8	102			
31	20	7724	POINTS	35	1	2.48	-0.06	0.81	4.36	16.7	<b>-12.35</b>	2157	17	9918	17	7761	2	2	2	100	36	102			
32	20	7752	POINTS	30	2	-0.75	0.02	0.29	-0.55	16.4	<b>-7.35</b>	2157	18	2117	14	3302	5	8	8	100	24.9	122			
33	20	8004	HORNS	34	2	-0.37	-0.03	-1.58	0.03	14.7	<b>49.66</b>	2150	15	3444	15	8035	4	7	6	86	25.3	107			
34	20	8020	POINTS	31	1	0.77	-0.03	0.60	8.19	16.7	<b>-3.52</b>	2157	18	9026	17	8002	3	4	4	100	32.9	98			
35	20	8054	HORNS	32	2	-0.53	-0.10	-0.92	-0.41	15.2	<b>17.67</b>	2157	18	9014	17	8041	3	4	4	100	29.3	102			
36	20	8062	HORNS	33	2	1.97	0.12	1.38	10.36	18.0	<b>7.52</b>	2157	18	4080	16	3080	3	4	3	75	30.2	94			
37	20	8074	HORNS	32	2	1.58	-0.25	0.72	-4.14	16.4	<b>-36.52</b>	2157	17	9918	15	8006	4	6	6	100	30.3	116			
38	20	8078	HORNS	33	1	0.16	0.16	0.46	3.84	16.1	<b>18.85</b>	2157	17	9011	18	8070	2	4	4	100	28.4	117			
39	20	8080	HORNS	34	1	2.69	-0.13	0.86	0.35	17.0	<b>-26.64</b>	2157	17	5106	18	8098	2	2	2	100	34.3	100			
40	20	8083	POINTS	32	2	-0.10	-0.01	-0.03	2.59	16.0	<b>10.80</b>	2157	17	9011	18	8010	2	4	4	100	26.5	115			
41	20	8086	HORNS	33	2	0.18	0.05	0.22	6.26	16.5	<b>4.84</b>	2157	18	9026	15	8073	4	7	7	100	27.9	134			
42	20	8096	POLLED	31	1	-1.06	0.14	1.45	3.85	17.4	<b>-14.75</b>	2157	18	2117	15	8045	5	5	5	100	28.3	108			

**Inoculations, Dips & Doses:** Blue Tongue; REV 1; Multivax P; Ovimin (15 Dec 21), Cydectin (19 Dec 21); Dazzle (Oct 21); Prodose Yellow (14 Jan 22)  
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**EWES**

LOT	QTY	AGE	WOOL	TAGS	COMMENTS	BUYER	PRICE
43	38	4-6 Tooth (2019)	8 months	Blue			
44	38	4-6 Tooth (2019)	8 months	Blue			
45	53	4 -6 Tooth (2019)	5 months	Red			
46	50	2 Tooth (2020)	5 months	Purple			
47	37	6-8 Tooth (2017-2018)	5 months	Orange			
48	22	Full Mouth (2016-2018)	5 months	Pink			
49	30	Full Mouth (2016)	8 months	Yellow			

**Doses and Inoculations:** Ovimin and Prodose Yellow LA (Jan 2022)

RULES OF AUCTION.  
TERMS AND CONDITIONS

1. This auction will be held under the control of BKB Limited/ BKB Riverview (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 obligations 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 obligations 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 obligated 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 obliged to give reasons of the auction if such reasons are other than the voluntary sale of goods by its owners.
26. The bidders' roll and vendor roll will be available for registered buyers for inspection with written notice and good reason during the normal office hours at the business premises of the Auctioneer.
27. The rules of auction will only be read out at the auction if they were not available to the public at the place of business of the Auctioneer. In the event of livestock and game auctions, the rules of auction remain unchanged and are in general available at the business premises of the Auctioneer or on the website of the Auctioneer.
28. Under no circumstances will BKB be held liable for any loss or damage of any cause whatsoever albeit direct or indirect damages suffered by anyone if the livestock and/or game at the auction premises have to be placed under quarantine as a result of the presence of a livestock and/or game disease present. In such event BKB will have the right to cancel the auction as well as any already complete sales and no party will be entitled or have a right of recourse against BKB.
29. Any party requiring permits, removal certificate, documentation of identification or any other statutory prescribed document will solely be responsible for obtaining 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 obligations 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*.

### **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 Riverview (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 obligations 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 obligations 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 obligated 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 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 obligations 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 or 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 obliged 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.

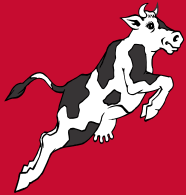


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