

ADELAIDE AUCTION

# MANKAZANA BRANGUS

HARDY, VELD-RAISED, AND MAIZE-FREE



**MANKAZANA  
BRANGUS**



**FRIDAY 25 AUGUST 2023**

**@ 11:00 - GLENDENNING, ADELAIDE**

OFFER: • 20 BRANGUS BULLS

# CATALOGUE

**BKB**  
LIVESTOCK &  
AUCTIONEERING

**WELCOME**  
**TO THE**  
**MANKAZANA BRANGUS**  
**PRODUCTION SALE**  
**25 AUGUST 2023**



**The Trusted Home of Agriculture**  
**Die Betroubare Tuiste van Landbou**

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	AGE
Lot 1	M20169	202	102	115	41	RED	28 Mths
HORN	APPENDIX	DAM ID	OEK	DLC	NO OF REGISTERED CALVES		ICP
Polled	COMMERCIAL	M16311	0	407	1		0
Notes							
Bulls dipped with Attila and vaccinated with Trio-Sure & Lumpyvax.							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	AGE
Lot 2	M19110	174	122	95	42	RED	46 Mths
HORN	APPENDIX				NO OF REGISTERED CALVES		ICP
Scurred	COMMERCIAL				0		0
Notes							
Bulls dipped with Attila and vaccinated with Trio-Sure & Lumpyvax.							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 3	WBF20139	250	103	103	39	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
Bulls dipped with Attila and vaccinated with Trio-Sure & Lumpyvax.							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 4	WBF20026	236	97	106	40	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
Bulls dipped with Attila and vaccinated with Trio-Sure & Lumpyvax.							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	AGE
Lot 5	M20001	238	120	94	42	RED	33 Mths
HORN	APPENDIX	DAM ID	OEK	DLC	NO OF REGISTERED CALVES		ICP
Polled	COMMERCIAL	M15185	0	568	2		722
Notes	Linton Farms only started registering calves with the Brangus society from 2020 which has impacted the ICP of this DAM.						
Bulls dipped with Attila and vaccinated with Trio-Sure & Lumpyvax.							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	AGE
Lot 6	M20099	163.5	83	101	33	RED	33 Mths
HORN	APPENDIX	DAM ID	OEK	DLC	NO OF REGISTERED CALVES		ICP
Polled	COMMERCIAL	M10102	0	186	2		374
Notes							
Bulls dipped with Attila and vaccinated with Trio-Sure & Lumpyvax.							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 7	WBF20907	276	114	90	37	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 8	WBF20266	270	111	93	37	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	AGE
Lot 9	M20104	171.5	87	105	36	BLACK	31 Mths
HORN	APPENDIX	DAM ID	OEK	DLC	NO OF REGISTERED CALVES		ICP
Polled	COMMERCIAL	M15042	0	96	3		544
Notes	Linton Farms only started registering calves with the Brangus society from 2020 which has impacted the ICP of this DAM.						
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	AGE
Lot 10	M20037	173.5	88	101	40	BLACK	33 Mths
HORN	APPENDIX	DAM ID	OEK	DLC	NO OF REGISTERED CALVES		ICP
Polled	COMMERCIAL	M16144	0	259	3		375
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 11	WBF20882	251	103	123	39	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 12	WBF20719	267	110	126	42	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	AGE
Lot 13	M20059	175	89	94	40	BLACK	31 Mths
HORN	APPENDIX	DAM ID	OEK	DLC	NO OF REGISTERED CALVES		ICP
Polled	COMMERCIAL	M17141	35	364	1		0
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	AGE
Lot 14	M20064	176	89	111	39	BLACK	31 Mths
HORN	APPENDIX	DAM ID	OEK	DLC	NO OF REGISTERED CALVES		ICP
Polled	COMMERCIAL	M14504	0	171	2		343
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 15	WBF20897	205	85	88	40	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 16	WBF20301	225	93	93	41	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 17	WBF20235	222	91	126	43	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 18	WBF20547	251	103	85	40	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							



Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 19	WBF20101	265	109	106	39	RED	
HORN	APPENDIX						
Polled	COMMERCIAL						
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

Lot Number	VID	Weaning Weight (KG)	Weaning Weight Index	Veld Growth Index	S/C (CM)	COLOUR	
Lot 20	WBF20431	249	103	88	38	RED	
HORN	APPENDIX						
Scurred	COMMERCIAL						
Notes							
<b>Bulls dipped with Attila and vaccinated with Trio-Sure &amp; Lumpyvax.</b>							

# **BKB**

The Trusted Home of Agriculture  
Die Betroubare Tuiste van Landbou

**AND**

**MANKAZANA BRANGUS**

**WOULD LIKE TO THANK YOU**

**FOR YOUR SUPPORT!**

**VEILINGSREÛLS.  
BEDINGE EN VOORWAARDES**

1. Hierdie veiling word gehou onder die beheer van BKB Beperk/ BKB van Wyk (Edms) Beperk/ BKB Louwuid (Edms) Beperk (hierna "die Afslaar" genoem) met besigheidspersele geleë te: Kerkstraat 15 Cradock.
2. Die Afslaar word hier deur benoem deur die Koper en Verkooper om op te tree vir en namens die Koper en Verkooper as agent in ooreenstemming met Artikel 54 van die Belasting op Toegevoegde Waarde Wet, 1991, ten opsigte van alle belasting fakture, krediet en / of debiet notas ten opsigte lewendehawe, wild en/of ander goedere aangebied by die veiling of enige koste van vervoer en versekering premies wat namens die Koper en Verkooper betaal is.
3. Die reëls van hierdie veiling is ooreenkomstig met die bepalings van Art 45 en alle relevante regulasies tot die Verbruikers Beskermings Wet Nr 68 van 2008.
4. Vir groter duidelikeid, bepaal Art 45(1-4) soos volg:
- 4.1 Wanneer na veilings verwys word, sluit dit eksekusie verkopings gemagtig deur 'n hofbevel in, insover die hofbevel vereis dat die verkope van bates deur middel van 'n veiling moet plaasvind.
- 4.2 Wanneer bates in lotte te koop aangebied word op 'n veiling, elke lot, tot die teendeel bewys word, geag word 'n aparte transaksie te wees.
- 4.3 Verkope deur middel van 'n veiling word as finaal beskou wanneer die Afslaar die verkoop van 'n spesifieke item of lot as voltooid aankondig deur die val van die hamer of op enige ander gebruiklike manier. Tot en met hierdie aankondiging, kan 'n bod herroep word.
- 4.4 Vroegtydige kennis moet gegee word as die veiling en/of lot onderworpe is aan:
  - 4.4.1 'n Reserve of minimum bod; of
  - 4.4.2 Die rig van die eienaar of Afslaar om op die veiling te bie, of enige ander persoon namens die eienaar of Afslaar te bie.
5. Tot en met die toestaan van 'n bod deur die Afslaar, soos bedoel in Art 45(3), is die Afslaar geregtig om enige bod te verwerp wat nie aan die regulasies voldoen nie en die hoogste bod aan te wys.
6. Hierdie veiling is nie 'n absolute veiling nie, maar onderworpe aan reserve pryse vasgestel deur die Verkooper en uitgewys deur die Afslaar voor die verkoop van elke bate of lot.
7. Hierdie veiling sal op die datum en tyd begin soos geadveteer 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 Afslaar bewys raak van enige fout op advertensie materiaal of enige ander publikasie of enige wysiging in hierdie veilingsreëls, sal die Afslaar spesifiek die wysigings in die reëls uitwys sowel as die foute in die advertensie of publikasie.
9. Enige persoon wat die veiling bywoon om self te bie 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/koperskaarte onderteken.
10. Enige persoon wat die veiling bywoon om namens 'n ander persoon te bie, moet behoorlik daartoe gemagtig word deur middel van 'n magtingskrywe van sy prinsipaal en beide die persoon en sy prinsipaal moet voor die veiling op die kopersrol registreer deur die nodige informasie te verskaf soos voorgeskryf in Hoofstuk 1 van die regulasies uitgereik in terme van FICA 2001 ten opsigte van die bewys van identiteit en moet die kopersrol/koperskaarte onderteken.
11. Waar die prinsipaal 'n maatskappy is, sal die magtingskrywe op die briefhoof van die maatskappy verskryf en vergesel word met 'n gesertifiseerde afskrif van die resoluksie wat die persoon gemagtig om so te doen. (Vir doeleindes van hierdie reël, sluit die verwysing na maatskappy ook 'n verwysing in na enige juridiese persoon, insluitend vennootskappe, trusts of regsiggame).
12. Alle Kopers het 'n reg om die bates te koop aangebied te inspekteer en die Afslaar sal redelike tyd en toegang hiervoor toelaat voor aanvang van die veiling.
13. Alle lewendehawe, wild en bates word voetstoots verkoop en die Kopers geniet nie die beskerming soos uiteengesit in Art 55 en 56 van die Verbruikers Beskermings Wet nie.
14. Enige ingligting verstrekt met betrekking tot die gehalte, teling, geslagsboom, ouderdom, datum van dekking, kondisie, reproduktiewe status of vermoë, vrugbaarheid, gesondheidstoestand, produksievermoë, massa of enige aspek van die lewendehawe en/of wild, word deur die Verkooper verstrekt en enige wanvoorstelling deur die Verkooper is sonder die medewete of samewerking van die Afslaar. Enige verhaarsleg voortspruitend uit so 'n wanvoorstelling sal uitsluitlik teen die Verkooper wees.
15. 'n Bod gemaak sluit nie Belasting op Toegevoegde Waarde in nie. BTW sal, waar van toepassing, by die prys gebie gevoeg word op alle fakture wat uitgereik word.
16. Alle verkope geskied kontant en die koopprys is onmiddellik betaalbaar aan die Afslaar na aanvaarding van die bod, tensy vooraf anders met die Afslaar ooreengekom is. Enige kontantbetalings is verder onderworpe aan kontant of enige ander hanteringsfoeie. Sou die koper egter versium om binne 7 dae van lewering te betaal, is BKB geregtig om rente by die uitstaande bedrae te voeg bereken teen die huidige bank prima koers plus 5%, maandeliks bereken en gekapitaliseer.
17. Indien die Koper nie die koopprys onmiddellik betaal nie en verder geen gepaste reëlings met die Afslaar getref het nie, sal/kan die Afslaar die verkoop kanselleer en die bate of lot as onverkoopte bates hanteer en dit of weer aanbied op die veiling of by afloop van die veiling uit die hand uit namens die Verkooper verkoop, afhangelend van die Verkooper se mandaat aan die Afslaar.
18. Eiendomsreg in die lot sal gevestig bly in die Verkooper totdat die koopprys daarvan ten volle aan die Verkooper verreken is, met die voorbehoud dat risiko in die bates of lot reeds by toestaan van die bod oorgaan na die Koper soos uiteengesit in klousule 23.
19. Indien die Koper wel vooraf gepaste reëlings met BKB getref het, magtig die Koper BKB hiermee om die koopprys, koste van vervoer en versekering of enige ander ooreengekome koste, minus BKB se kommissie, namens die Koper aan die Verkooper 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 kredietooreenkomst of koopooreenkomst. Alle betalings in terme van hierdie klousule wat deur BKB gemaak moet word aan die Verkooper namens die Koper sal deur BKB gemaak word na verstryking van 5 weskisdne vanaf datum van lewering aan die Koper. Betalings van verstryking van die 5 weskisdne deur BKB aan die Verkooper word gemaak in die uitsluitlike diskresie van BKB en is nie 'n afdwingbare vergoeding nie.
20. Solank enige bedrag hierkragtens deur die Koper aan BKB verskuldig is, mag die Koper, waar die bates die onderwerp van sekuriteit is vir die Koper se kredietfasiliteit met BKB, nie afstand doen van die besit van die bates nie en mag die Koper nie die bates of enige van sy rege of verpligtinge kragtens hierdie ooreenkomst seeder, afstaan, verpand of andersins beswaar, verkoop, verveem of aanbied om die voornoemde te doen, of toelaat dat die bates onderwerp raak aan enige retensiereg, hipoteek, pand of ander beswaring of geregtelike beslaglegging wat ookal die oorsaak daarvan nie. BKB kan sy rege en belange hierin seeder, afstaan of verveem, sonder afstandoening of benadeling van sy reg van inordering van enige gelde aan BKB verskuldig.
21. Waar die Verkooper by die aangaan van hierdie veiling reëls 'n bedrag verskuldig is aan BKB of enige filiaalmaatskappy of firma van BKB, ongeag die skuldorsaak van sodanige verskuldigheid, magtig die Verkooper BKB onherroeplik om die koopprys hiervan (minus BKB se kommissie) teen die Verkooper se rekening te krediteer, synde betaling van die koopprys namens die Koper te wees.
22. Waar BKB, in terme van die 'n kredietooreenkomst gelde geleen of voorgeskiet het aan die Koper vir die betaling van die koopprys van die bates en die vervoerkoste en versekeringspremie, sal geen verweer hoegenaamd wat die Koper teen die Verkooper of vervoerkontraakteur of verskeraker het, geopper word teen BKB nie en sal die Koper steeds verplig wees om alle bedrae, lesame met ander rente en kostes kragtens die kredietooreenkomst of koopooreenkomst verskuldig aan BKB te betaal. Die bepalings van hierdie klousule plaas geen beperking op die Koper se reg om regte/remedies wat hy mag hê teen die Verkooper, vervoerkontraakteur of verskeraker uit te oefen nie.
23. Nog die Koper nog die Verkooper sal met betrekking tot enige bedrag hierkragtens verskuldig geregtig wees om skuldvergeljing toe te pas of betalings te weerhou ten opsigte van eise teen mekaar of teen BKB.
24. Elke lot sal onmiddellik nadat die bod toegestaan is geag word as gelewer aan die Koper en sal daarna op die uitsluitlike risiko van die Koper wees, wie op eie koste die lot of bate van die veilingsterrein sal verwyder. Verwydering van enige bates of lotte sal egter slegs toegelaat word na betaling van die koopprys deur die Koper tensy die gepaste reëlings met die Afslaar getref is en hy toegestem het tot verwydering.
25. Die Afslaar sal slegs die rede vir die veiling aankondig indien dit enige rede anders is as 'n vrywillige verkoop van goedere deur die eienaar.
26. Die kopersrol en die vendurol is beskikbaar vir geregistreerde Kopers vir inspeksie deur middel van 'n skriftelike versoek en met goeie rede, gedurende besigheidsure by die besigheidspersele van die Afslaar.
27. Hierdie veilingsreëls sal slegs by die veiling uitgelees word indien dit nie beskikbaar was aan die publiek by die besigheidspersele van die Afslaar nie. In die geval van lewendehawe en/of wild veilings, bly die veilingsreëls onveranderd en is dit in die algemeen beskikbaar by die besigheidspersele van die Afslaar en op die Afslaar se webtuiste.
28. BKB sal onder geen omstandighede hoegenaamd geen enigiemand aanspreeklik gehou word vir enige verlies of skade van enige aard hoegenaamd, hetsy direkte of indirekte skade of gevolgskade of andersins gely deur enigiemand, indien die lewendehawe en/of wild op die veilingsterrein onder kwarantyn geplaas word as gevolg van die aanwesigheid van 'n beheerde vesiekte onder enige lewendehawe en/of wild op die veilingsterrein nie. BKB sal die reg hê om die veiling te staak en elke koop nielig te verklaar en geen party hoegenaamd sal enige verhaarsleg teen BKB hê met betrekking tot die uitoefening van hierdie bevoegtheid van BKB nie.
29. Partye wat enige permitte, verwyderingsertifikaate, dokumente van identifikasie of enige ander statutêre voorgeskrewe dokument benodig, is self aanspreeklik vir die verkryging daarvan. Enige opdragte aan die Afslaar met betrekking tot die laai, en/of vervoer en/of keuse van vervoerkontraakteurs en/of versekering en/of keuse van verskerakers en/of versorging van die lewendehawe en/of wild of goedere voor of na afloop van die veiling, word uitgevoer op die algemene risiko van die Koper of Verkooper, na gelang van die geval en die Afslaar sal nie aanspreeklik gehou word vir enige verlies of skade van enige aard hoegenaamd, hetsy direkte, indirekte, gevolgskade of andersins, wat gely mag word as gevolg van enige opdragte van 'n Verkooper of Koper uitgevoer deur die Afslaar. Die Afslaar aanvaar egter verantwoordelikeid soos bedoel in Art 65(2) van die Verbruikers Beskermings

Wet terwyl die goedere of lewendehawe en/of wild onder beheer van die Afslaer is. Enige ooreenkoms wat die Afslaer met die vervoerondernemer of verskeraar mag aangaan, word deur die Afslaer aangegaan as die verteenwoordiger van die Koper of die Verkoper, na gelang van die geval. Alle vervoer- en verskeringspremies is vooraf betaalbaar aan die Afslaer in kontant tensy reëlins tot die bevrediging van die Afslaer hieroor getref is.

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

#### **RULES OF AUCTION, TERMS AND CONDITIONS**

1. This auction will be held under the control of BKB Limited/ BKB van Wyk (Pty) Limited/ BKBLouuid (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 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 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*.

### 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 BKBLouwd (Edms) Beperk nie.
2. Alle goedere en/of lewendes hawe (hierna verwys as "die bate(s)") word deur BKB namens die Verkoper verkoop.
3. BKB 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 Toevoegende 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 Verkoper betaal is.
4. Die Verkoper bevestig dat daar geen beswarens op sodanige bates bestaan nie, dit nie sodeer is nie en dat dit sy uitsluitlike eiendom is.
5. Die Verkoper wat enige bate aanbied aanvaar alle aanspreeklikheid met betrekking tot inligting oor taling, geslag, ouderdomme, datums van dekking, gesondheids-toestand of enige ander besonderhede of aspekte van die bate(s) wat foutief mag wees en die Koper se enigste reg van verhaal, in geval van 'n dispuut, sal teen die Verkoper wees.
6. Die Koper is in alle transaksies geregtig om die bates te inspekteer sodat die Koper kan vasstel dat die bates van die tipe en kwaliteit is wat redelik verwag kan word en waar spesifieke vereistes vir die bates gestel is, om te bepaal of dit wel daaraan voldoen.
7. Die Koper moet alles moontlik doen om sy reg op inspeksie uit te voer in persoon of deur 'n agent van die Koper anders as 'n BKB beampte. Sou die Koper versium om van hierdie geleentheid gebruik te maak, verstaan die Koper dat hy geen reg sal hê om lewering van die bates te weier of die bates terug te stuur aan die Verkoper en sy koopprys terug te eis op grond daarvan dat die bates nie van die tipe, kwaliteit of aan spesifieke vereistes voldoen nie.
8. Tensy spesifiek anders ooreengekom tussen die Verkoper en die Koper is die Koper geregtig op lewering van die bates binne 'n redelike tyd nadat die transaksie voltooi is.
9. Vir doeleindes hiervan, en tensy spesifiek anders ooreengekom tussen die Koper en Verkoper, word dit geag dat lewering plaasvind by die persele van die Verkoper. Alle risiko in die bates gaan oor van die Verkoper na die Koper op lewering.
10. Sou die bates op die versoek en aandrang van die Koper deur vervoerkontrakteurs gelaai word by die persele van die Verkoper, word lewering daarvan aan die Koper geag te wees op die tydstip wanneer die bates deur die vervoerkontraakteur gelaai is.
11. Waar vervoerredings 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 Verkoper na gelang van die geval, sowel geregtig wees om die kostes, soos gespesifiseer op die keersy, van die Verkoper/Koper te verhaal.
13. Die koopprys, BKB se kommissie, enige statutêre heffings, die vervoerkoste (indien enige) en die versekeringspremies (indien enige) is in kontak 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 handteringsfooie. Sou die Koper egter versium om binne 7 dae van voltooiing van die transaksie te betaal, is BKB geregtig om rente by die uitstaande bedrae te voeg bereken teen die huidige bank prima koers plus 5%, maandeliks bereken en gekapitaliseer.
14. Indien die Koper nie die koopprys binne die 7 dae tydperk betaal nie en nie gepaste finansierings reëlings getref het met BKB nie, kan BKB die verkoop kanselleer.
15. Indien die Koper wel vooraf gepaste reëlings met BKB getref het, magtig die Koper BKB hiermee om die koopprys, koste van vervoer en versekering of enige ander ooreengekome koste, minus BKB se kommissie, namens die Koper aan die Verkoper en ander diensverskaffers te betaal, in welke geval die gemelde koopprys, en koste geag word gelde geleen en voorgeskiel te wees, die terme waarvan ooreengekom is met die Koper in 'n aparte krediettooreenkoms of koopoooreenkoms. Alle betalings in terme van hierdie klousule wat deur BKB gemaak moet word aan die Verkoper namens die Koper sal deur BKB gemaak word na verstryking van 5 werksdae vanaf datum van voltooiing van die transaksie. Betalings voor verstryking van die 5 werksdae deur BKB aan die Verkoper word gemaak in die uitsluitlike diskresie van BKB en is nie 'n afdwingbare vergoeding nie.
16. Solank enige bedrag hierkragtens deur die Koper aan BKB verskuldig is, mag die Koper, waar die bates die onderwerp van sekuriteit is vir die Koper se kredietfasiliteit met BKB, nie afstand doen van die besit van die bates nie en mag die Koper nie die bates of enige van sy regte of verpligtinge kragtens hierdie ooreenkoms getref, afstaan, verpand of andersins beswaar, verkoop, vervreem of aanbod om die voormoede te doen, of toelaat dat die bates onderworpe raak aan enige retensiereg, hipoteek, pand of ander beswering of geregtelike beslaglegging wat ookal die oorsaak daarvan nie. BKB kan sy regte en belange hierin sodeer, afstaan of vervreem, sonder afstanddoening of benadeling van sy reg van invordering van enige gelde aan BKB verskuldig.
17. Waar die Verkoper 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 Verkoper by ondertekening hiervan BKB onherroeplik om die koopprys hiervan (minus BKB se kommissie) teen die Verkoper se rekening te krediteer, synde betaling van die koopprys namens die Koper te wees.
18. Waar BKB, in terme van die krediettooreenkoms gelde geleen of voorgeskiel het aan die Koper vir die betaling van die koopprys van die bates en die vervoerkoste en versekeringspremies, sal geen verweer hoegenaamd wat die Koper teen die Verkoper of vervoerkontraakteur of verskeraar het, geopper word teen BKB nie en sal die Koper steeds verplig wees om alle bedrae, tesame met ander rente en kostes kragtens die krediettooreenkoms of koopoooreenkoms verskuldig aan BKB te betaal. Die betalings van hierdie klousule plaas geen beperking op die Koper se reg om regte/medies wat hy mag hê teen die Verkoper, vervoerkontraakteur of verskeraar uit te oefen nie.
19. Nog die Koper nog die Verkoper sal met betrekking tot enige bedrag hierkragtens verskuldig geregtig wees om skuldvergelyking toe te pas of betalings te weierhou ten opsigte van eise teen mekaar of teen BKB.
20. Die Koper en Verkoper 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 Verkoper mag instaan, ondanks dat die aangeleentheid, eisoorzaak, bedrag of waarde die regspraak van hierdie Hof mag oorsky, wat kragtens Artikel 28 van die voornoemde Wet jurisdiksie ten aanstien van die Koper of Verkoper het. Nieteenstaande die voorafgaande sal BKB in sy uitsluitlike en absolute diskresie die reg hê om 'n regsgeeding in enige Hooggeregshof van bevoegde jurisdiksie in te stel.
21. 'n Sertifikaat onderteken deur enige Bestuurder, Sekretaris of Rekenmeester vir tyd en wyl van BKB, wie se aanstelling nie as sulks deur BKB bewys hoef te word nie, met betrekking tot enige bedrag verskuldig en/of betaalbaar deur die Koper of Verkoper aan BKB in terme van hierdie ooreenkoms sal *prima facie* bewys daartel van die inhoud daarvan.
22. 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, 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 nuowasie van of byvoeging tot hierdie ooreenkoms en geen afstanddoening deur BKB van enige van sy regte hierkragens sal enigsin 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 om afstanddoening te wees van enige van BKB se regte kragtens hierdie ooreenkoms nie en sodanige toegewing of vergunning sal nie geag word of vertolk word as 'n nuowasie van hierdie ooreenkoms nie.
26. Indien enige bepaling van hierdie ooreenkoms onwettig is of retrospektief onwettig gemaak word, sal daardie onwettige bepaling geag word om gewysig te wees in die mate en op die wyse wat nodig is om dit wettig te maak, of indien sodanige wysiging onmoontlik is, sal die onwettige bepaling beskou word as skeikbaar van die res van die bepalings van hierdie ooreenkoms en *pro non scripto*.
27. Die Koper en Verkoop kies hiermee respektiewelik hul *domicilia citandi et executandi* vir alle kennisgewings en doeleindes voortspruitend uit of in verband met hierdie ooreenkoms by hulle onderseksidellike 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 afrekeningsstaat of faktuur na uitreiking hiervan aan die Verkoop of Koper lewer, bly die bedinge en voorwaardes hierin vervat steeds geldig en onaangetaas deur sodanige afrekeningsstaat 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 bemerkings metodes, mag die Koper die transaksie sonder rede binne 5 werksdae vanaf voltooiing van die transaksie kanselleer met die verstandhouding dat die Koper alle risiko in die Bates dra totdat dit terug besorg is aan die 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 vervoerkoste, verliese of verandering in die kwaliteit van die Bates soos alle 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 Bates en sal skuldvergelyking toegepas word skade as gevolg van verliese of verandering in die kwaliteit daarvan afgetrek sal word. BKB sal aan die Koper verreken na aftrekking van die kansellasiekoste soos ooreengekom.

#### LAISON 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 BKBLouwid (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) are 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 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 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 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 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.

## NOTAS

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# SERVICE EXCELLENCE

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

[WWW.BKB.CO.ZA](http://WWW.BKB.CO.ZA)

**BKB**

The Trusted Home of Agriculture  
Die Betroubare Tuiste van Landbou



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SERVICE EXCELLENCE | ENTREPRENEURSHIP | EARNINGS | EMPLOYEES | ENVIRONMENT

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