

18th STORMBERGER BULL SALE



"selected off the veld, for the veld, without compromise"

FRIDAY, 30 AUGUST 2024

@ 12h00, Buffels Fontein, Molteno

DIRECTION: On the N6, 76 km North from Queenstown, turn left.
On the N6, 34 km South from Jamestown, turn right.

GPS: S29°27.529' E26°40.118'

OFFERING:

- 30 Stormberger Bulls
- 75 Stormberger Cows in calf

ENQUIRIES:

John Daly 083 701 1471
Paul Mortlock 082 565 7210
Robbie Stretton 082 578 2334
Andrew Hartley 082 375 2202

Free transport of bulls ONLY to the nearest town.



PHOTO

BKB and Andrew Hartley can bid on your behalf should you be reluctant to attend the sale

ENQUIRIES: ● GARY TRETHERWEY 082 371 4280 ● CHRISTO KLEYNHANS (BKB) 082 602 9662

AUCTIONEER: JEREMY PEARSON 083 554 4600

VISIT US AT WWW.BKB.CO.ZA FOLLOW US ON:  FACEBOOK  INSTAGRAM  LINKEDIN  YOUTUBE

AUCTIONEERS: PO BOX 304, CRADOCK 5880 TEL:048 881 3090 FAX: 048 881 2605 REG. NR. 1998/012435/06

BKB
LIVESTOCK &
AUCTIONEERING

WELCOME
TO THE
18TH STORMBERGER
BULL SALE
30 AUGUST 2024



The Trusted Home of Agriculture
Die Betroubare Tuiste van Landbou

30 x Stormberger Bulls

75 x Stormberger Cows in calf

John Daly 083 701 1471

Paul Mortlock 082 565 7210

Robbie Stretton 082 578 2334

BKB Gary Trethewey 082 371 4280

AHL Andrew Hartley 082 375 2202

Stormberger Cattle are ranched in an extensive, harsh, unforgiving environment and are rigorously tested – therefore, only the best survive. Thus our motto is “selected off the veld, for the veld, without compromise”.

Fertile, well adapted, no fuss, no nonsense cattle with a good temperament. Over thirty years of performance testing.

All Bulls on offer are:

- Free of CA.
- Have been sheath washed and fertility tested.
- Have been vaccinated for; Anthrax, Lumpy Skin, Botulism, Black Quarter, Vibrio, Rift Valley and BVD.
- All bulls are guaranteed and a veterinary certificate will accompany each bull sold, confirming the above.

All Cows on offer are:

- Certified in calf by Dr Gary du Preez.
- Free of CA.
- Have recently been dipped, dosed and given Vitamin A.

40 YEARS OF PERFORMANCE TESTING, BASED ON THE LASATER PRINCIPLES AND PHILOSOPHIES OF CATTLE BREEDING.

SPONSORS:



**Sterkstream
Madeleine Brown**

BRIAN JACOBSEN INSURANCE BROKERS / VERSEKERING MAKELAARS	
77A Livingstone Road Queenstown, 5319 P.O. Box 2461, Komani, 5322 Tel: 045 838 3169 Brian cell: 082 921 9017 Email/Epos: bjib.broker@awe.co.za	A red diamond-shaped logo with the letters 'BJ' in white, serif font.
<small>Gelisenseerde Finansiële Diens Leweransier Licensed Financial Service Provider: FSP No: 14063</small>	
For all your Short-Term Insurance needs, including Farm and Bull Insurance.	
Vir al u Korttermyn Versekering behoeftes, insluitend Plaas en Bul versekering.	



Nelius Rossouw



Molteno

And a special thank you to:

STEPHEN TOWNLEY BASSETT

INTERNATIONAL
ARTIST & WRITER



PHOTOGRAPHY

LIEZL
STRETTON
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FACEBOOK: LS PHOTOGRAPHY, EC

The Stormberg Cattle Group was formed in 1982 by a group of like-minded cattle farmers from the Stormberg region of the Eastern Cape. The motivation behind the creation of this group was to breed fertile, well-adapted cattle and have a resource for reasonably priced bulls. The founder members started with a base of three quarter British Beef breeds to one quarter Bos Indicus. A central herd was formed that runs on the farm Frere Dell owned by John Daly. In later years the herd numbers were increased onto the farms of Paul Mortlock and Robbie Stretton. From these three herds, comprising of a selection of 1500 cows, our bulls are selected.

We have been performance testing our cattle since inception of the group and our selection policy has been based on the Lasater principles and philosophies of cattle breeding.

Fertility in our cattle is the most important characteristic, as this is the cornerstone of any breeding program. We regard hardiness very highly, as the Stormberg environment is extremely harsh in our winters. Cows with good milk production are important to us, as they produce healthy heavy weaners. To this, cattle with good conformation and temperament are vital to our progress in cattle breeding.

No cow that skips is kept. No cow that weans a poor calf is kept. No bull calf under an index of 97 is kept.

Our motto is:

“selected off the veld, for the veld, without compromise”

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To this, cattle with good conformation and temperament are vital to our progress in cattle breeding.

Mr Erwin Church was our consultant from the inception of the group until 2016 upon his retirement. Erwin was fundamental to our success and under his guidance the Stormberger breed was created. Erwin recently passed away and will be deeply missed by us all. He was an exceptional stockman, gracious in character and his legacy will continue in our Stormberger breed forever.

Mr Gary Trethewey of BKB and Andrew Hartley of AHL are our highly regarded consultants and we believe that we are in very capable hands for the future. Our current bull crop is an indication of their hard work and sound selections.

BULLS

LOT NO	BRAND	BIRTH DATE	BIRTH MASS	WEEN MASS	WEEN ADA	WEEN 205 DAY INDEX	WINTER ADG	WINTER 365 DAY INDEX	SUMMER ADG	SUMMER 540 DAY INDEX	CURRENT WGHT	SCROTUM	HORN STATUS
1	116	07-Oct-21	29	280	1,1	114	0,10	115	0,5	98	661	35	P
COMMENT:													
2	108	04-Oct-21	37	243	0,9	105	0,10	103	0,7	98	661	38	S
COMMENT:													
3	127	19-Oct-21	33	252	0,9	102	0,10	104	0,6	98	693	39	S
COMMENT:													
4	118	10-Oct-21	31	241	0,9	103	0,10	102	0,7	99	637	35	H
COMMENT:													
5	106	01-Oct-21	32	230	0,8	103	0,08	104	0,8	101	669	37	H
COMMENT:													

LOT NO	BRAND	BIRTH DATE	BIRTH MASS	WEEN MASS	WEEN ADA	WEEN 205 DAY INDEX	WINTER ADG	WINTER 365 DAY INDEX	SUMMER ADG	SUMMER 540 DAY INDEX	CURRENT WGHT	SCROTUM	HORN STATUS
6	107	04-Oct-21	33	265	1,0	108	0,10	110	0,7	103	703	35	S
COMMENT:													
7	105	01-Oct-21	34	230	0,8	103	0,05	103	0,9	101	729	39	H
COMMENT:													
8	139	06-Nov-21	37	245	0,9	103	0,10	101	0,7	98	725	38	H
COMMENT:													
9	124	13-Oct-21	32	230	0,8	98	0,08	103	0,8	98	629	35	H
COMMENT:													
10	122	13-Oct-21	39	277	1,0	112	0,10	114	0,6	101	649	36	S
COMMENT:													

LOT NO	BRAND	BIRTH DATE	BIRTH MASS	WEEN MASS	WEEN ADA	WEEN 205 DAY INDEX	WINTER ADG	WINTER 365 DAY INDEX	SUMMER ADG	SUMMER 540 DAY INDEX	CURRENT WGHT	SCROTUM	HORN STATUS
11	147	15-Nov-21	35	249	0,9	108	0,10	103	0,7	98	645	37	H
COMMENT:													
12	128	25-Oct-21	38	285	1,0	116	0,10	117	0,6	106	685	38	H
COMMENT:													
13	144	12-Nov-21	36	271	1,0	110	0,10	112	0,5	98	673	37	H
COMMENT:													
14	171	19-Nov-21	41	215	1,0	102	0,00	99	0,9	97	643	36	P
COMMENT:													
15	158	10-Oct-21	35	210	1,0	100	0,13	101	1,0	105	669	35	S
COMMENT:													

LOT NO	BRAND	BIRTH DATE	BIRTH MASS	WEEN MASS	WEEN ADA	WEEN 205 DAY INDEX	WINTER ADG	WINTER 365 DAY INDEX	SUMMER ADG	SUMMER 540 DAY INDEX	CURRENT WGHT	SCROTUM	HORN STATUS
16	109	04-Oct-21	40	269	1,0	109	0,10	111	0,7	103	679	40	S
COMMENT:													
17	167	24-Oct-21	37	210	1,0	100	0,16	102	0,8	97	643	38	H
COMMENT:													
18	161	18-Oct-21	40	210	1,0	100	0,03	99	0,9	98	629	35	H
COMMENT:													
19	156	28-Sep-21	40	240	1,0	102	0,16	103	0,7	102	671	37	H
COMMENT:													
20	132	28-Oct-21	39	248	0,9	101	0,10	103	0,7	100	699	35	H
COMMENT:													

LOT NO	BRAND	BIRTH DATE	BIRTH MASS	WEEN MASS	WEEN ADA	WEEN 205 DAY INDEX	WINTER ADG	WINTER 365 DAY INDEX	SUMMER ADG	SUMMER 540 DAY INDEX	CURRENT WGHT	SCROTUM	HORN STATUS
21	135	01-Nov-21	39	245	0,9	104	0,10	101	0,8	102	689	41	H
COMMENT:													
22	153	19-Sep-21	33	220	1,2	103	0,03	99	0,8	96	635	35	S
COMMENT:													
23	150	15-Nov-21	38	259	0,9	105	0,10	107	0,7	102	655	37	H
COMMENT:													
24	143	06-Nov-21	39	275	1,0	112	0,10	113	0,5	99	685	38	P
COMMENT:													
25	170	07-Nov-21	32	215	1,1	102	0,03	98	0,9	98	611	37	S
COMMENT:													

LOT NO	BRAND	BIRTH DATE	BIRTH MASS	WEEN MASS	WEEN ADA	WEEN 205 DAY INDEX	WINTER ADG	WINTER 365 DAY INDEX	SUMMER ADG	SUMMER 540 DAY INDEX	CURRENT WGHT	SCROTUM	HORN STATUS
26	129	25-Oct-21	35	260	1,0	105	0,10	107	0,6	98	609	35	H
COMMENT:													
27	101	01-Oct-21	35	271	0,9	108	0,10	106	0,7	100	627	37	H
COMMENT:													
28	155	21-Sep-21	32	215	1,3	102	0,03	98	0,9	97	589	36	H
COMMENT:													
29	103	01-Oct-21	39	262	0,9	106	0,10	108	0,7	103	661	38	S
COMMENT:													
30	133	28-Oct-21	39	240	0,9	102	0,10	102	0,8	103	655	35	P
COMMENT:													

COWS

LOT NO	NO	ON OFFER
31	6	Pregnant Stormberger Full Mouth Cows
COMMENT:		
32	6	Pregnant Stormberger Full Mouth Cows
COMMENT:		
33	5	Pregnant Stormberger Full Mouth Cows
COMMENT:		
34	5	Pregnant Stormberger Cows to calve for the third time
COMMENT:		
35	5	Pregnant Stormberger Cows to calve for the third time
COMMENT:		
36	5	Pregnant Stormberger Cows to calve for the third time
COMMENT:		
37	5	Pregnant Stormberger Cows to calve for the third time
COMMENT:		
38	5	Pregnant Stormberger Cows to calve for the second and third time
COMMENT:		
39	5	Pregnant Stormberger Cows to calve for the second and third time
COMMENT:		
40	5	Pregnant Stormberger Cows to calve for the second
COMMENT:		
41	5	Pregnant Stormberger Cows to calve for the second
COMMENT:		
42	5	Pregnant Stormberger Heifers to calve for the first time
COMMENT:		
43	5	Pregnant Stormberger Heifers to calve for the first time
COMMENT:		

BKB

The Trusted Home of Agriculture
Die Betroubare Tuiste van Landbou

AND
STORMBERGER
THANKS 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 Louw (Edms) Beperk (hierna "die Afslaaer" genoem) met besigheidspersone geleë te: Kerkstraat 15 Cradock.
2. Die Afslaaer word hier deur benoem deur die Koper en Verkoper om op te tree vir en namens die Koper en Verkoper as agent in ooreenstemming met Artikel 54 van die Belasting op Toegevoegde Waarde Wet, 1991, ten opsigte van alle belasting fakture, krediet en / of debiet notas ten opsigte lewendehawe, wild en/of ander goedere aangebied by die veiling of enige koste van vervoer en versekering premies wat namens die Koper en Verkoper betaal is.
3. Die reëls van hierdie veiling is ooreenkomstig met die bepalinge van Art 45 en alle relevante regulasies tot die Verbruikers Beskermings Wet Nr 68 van 2008.
4. Vir groter duidelikheid, bepaal Art 45(1-4) soos volg:
 - 4.1 Wanneer na veilinge 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 teenoënde bewys word, geag word 'n aparte transaksie te wees.
 - 4.3 Verkope deur middel van 'n veiling word as finaal beskou wanneer die Afslaaer 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 Reserwe of minimum bod; of
 - 4.4.2 Die reg van die eienaar of Afslaaer om op die veiling te bied, of enige ander persoon namens die eienaar of Afslaaer te bied.
5. Tot en met die toestaan van 'n bod deur die Afslaaer, soos bedoel in Art 45(3), is die Afslaaer 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 reserwe pryse vasgestel deur die Verkoper en uitgewys deur die Afslaaer voor die verkoop 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 Afslaaer bewus raak van enige fout op advertensie materiaal of enige ander publikasie of enige wysiging in hierdie veilingreëls, sal die Afslaaer 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 bied 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 bied, moet behoorlik daartoe gemagtig word deur middel van 'n magtigingskrywe van sy prinsipaal en beide die persoon en sy prinsipaal moet voor die veiling op die kopersrol registreer deur die nodige informasie te verskaf soos voorgeskryf in Hoofstuk 1 van die regulasies uitgereik in terme van FICA 2001 ten opsigte van die bewys van identiteit en moet die kopersrol/koperskaart onderteken.
11. Waar die prinsipaal 'n maatskappy is, sal die magtigingskrywe op die briefhoof van die maatskappy verskyn en vergesel word met 'n gesertifiseerde afskrif van die resolusie wat die persoon magtig om so te doen. (Vir doeleindes van hierdie reël, sluit die verwysing na maatskappy ook 'n verwysing in na enige juridiese persoon, insluitend vennootskappe, trusts of regsliggame).
12. Alle Kopers het 'n reg om die bates te koop aangebied te inspekteer en die Afslaaer sal redelike tyd en toegang hiervoor toelaat voor aanvang van die veiling.
13. Alle lewendehawe, wild en bates word voetsoots verkoop en die Kopers geniet nie die beskerming soos uiteengesit in Art 55 en 56 van die Verbruikers Beskermings Wet nie.
14. Enige inligting verstrekkend met betrekking tot die gehalte, taling, geslachtsboom, ouderdom, datum van dekking, kondisie, reproduktiewe status of vermoë, vrugbaarheid, gesondheidstoestand, produksievermoë, massa of enige aspek van die lewendehawe en/of wild, word deur die Verkoper verstrekkend en enige wanvoorstelling deur die Verkoper is sonder die medewete of samewerking van die Afslaaer. Enige verhaalsreg voortspruitend uit so 'n wanvoorstelling sal uitsluitlik teen die Verkoper wees.
15. 'n Bod gemaak sluit nie Belasting op Toegevoegde Waarde in nie. BTW sal, waar van toepassing, by die prys gebied gevoeg word op alle fakture wat uitgereik word.
16. Alle verkope geskied kontant en die koopprijs is onmiddellik betaalbaar aan die Afslaaer na aanvaarding van die bod, tensy vooraf anders met die Afslaaer ooreengekom is. Enige kontantbetalings is verder onderworpe aan kontant of enige ander hanteringsfooi. Sou die koper egter versuim om binne 7 dae van lewering te betaal, is BKB geregtig om rente by die uitstaande bedrae te voeg bereken teen die huidige bank prima koers plus 5%, maandeliks bereken en gekapitaliseer.
17. Indien die Koper nie die koopprijs onmiddellik betaal nie en verder geen gepaste reëlings met die Afslaaer getref het nie, sal/kan die Afslaaer die verkoop kanselleer en die bate of lot as onverkoopte bates hanteer en dit of weer aanbied op die veiling of by afloop van die veiling uit die hand uit namens die Verkoper verkoop, afhangend van die Verkoper se mandaat aan die Afslaaer.
18. Eiendomsreg in die lot sal gevestig bly in die Verkoper totdat die koopprijs daarvan ten volle aan die Verkoper 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 koopprijs, koste van vervoer en versekering of enige ander ooreengekomme koste, minus BKB se kommissie, namens die Koper aan die Verkoper en ander diensverskaffers te betaal, in welke geval die gemelde koopprijs, en koste geag word gelde geleen en voorgeskiet te wees, die terme waarvan ooreengekom is met die Koper in 'n aparte kredietooreenkoms of koopooreenkoms. Alle betalings in terme van hierdie klousule wat deur BKB gemaak moet word aan die Verkoper namens die Koper sal deur BKB gemaak word na verstryking van 5 werksdae vanaf datum van lewering aan die Koper. Betalings voor verstryking van die 5 werksdae deur BKB aan die Verkoper word gemaak in die uitsluitlike diskresie van BKB en is nie 'n afdwingbare vergunning nie.
20. Solank enige bedrag hierkragtens deur die Koper aan BKB verskuldig is, mag die Koper, waar die bates die onderwerp van sekuriteit is vir die Koper se kredietfasiliteit met BKB, nie afstand doen van die besit van die bates nie en mag die Koper nie die bates of enige van sy regte of verpligtinge kragtens hierdie ooreenkoms seeder, afstaan, verpand of andersins beswaar, verkoop, vervoer of aanbied om die voornoemde te doen, of toelaat dat die bates onderworpe raak aan enige retensiereg, hipoteek, pand of ander beswaring of geregtelike beslaglegging wat ookal die oorsaak daarvan nie. BKB kan sy regte en belange hierin seeder, afstaan of vervoer, sonder afstanddoening of benadeling van sy reg van invordering van enige gelde aan BKB verskuldig.
21. Waar die Verkoper by die aangaan van hierdie veiling reeds 'n bedrag verskuldig is aan BKB of enige filiaal maatskappy of firma van BKB, ongeag die skuldorsaak van sodanige verskuldigheid, magtig die Verkoper BKB onherroeplik om die koopprijs hiervan (minus BKB se kommissie) teen die Verkoper se rekening te krediteer, synde betaling van die koopprijs namens die Koper te wees.
22. Waar BKB, in terme van die 'n kredietooreenkoms gelde geleen of voorgeskiet het aan die Koper vir die betaling van die koopprijs van die bates en die vervoerkoste en versekeringspremies, sal geen verweer hoegenaamd wat die Koper teen die Verkoper of vervoerkontraakteur of versekeraar het, geopper word teen BKB nie en sal die Koper steeds verplig wees om alle bedrae, tesame met ander rente en kostes kragtens die kredietooreenkoms of koopooreenkoms verskuldig aan BKB te betaal. Die bepalinge van hierdie klousule plaas geen beperking op die Koper se reg om regte/medies wat hy mag hê teen die Verkoper, vervoerkontraakteur of versekeraar uit te oefen nie.
23. Nog die Koper nog die Verkoper sal met betrekking tot enige bedrag hierkragtens verskuldig geregtig wees om skuldvergeliking 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 koopprijs deur die Koper tensy die gepaste reëlings met die Afslaaer getref is en hy toegestem het tot verwydering.
25. Die Afslaaer 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 besigheidspersone van die Afslaaer.
27. Hierdie veilingreëls sal slegs by die veiling uitgelees word indien dit nie beskikbaar was aan die publiek by die besigheidspersone van die Afslaaer nie. In die geval van lewendehawe en/of wild veilinge, bly die veilingreëls onveranderd en is dit in die algemeen beskikbaar by die besigheidspersone van die Afslaaer en op die Afslaaer se webtuiste.
28. BKB sal onder geen omstandighede hoegenaamd deur enigiemand aanspreeklik gehou word vir enige verlies of skade van enige aard hoegenaamd, hetsy direkte of indirekte skade of gevolgskaade 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 bebeerde verheerde onder enige lewendehawe en/of wild op die veilingsterrein nie. BKB sal die reg hê om die veiling te staak en elke koop nietig te verklaar en geen party hoegenaamd sal enige verhaalsreg teen BKB hê met betrekking tot die uitoefening van hierdie bevoegdheid van BKB nie.
29. Partye wat enige permitte, verwyderingsertifikaat, dokumente van identifikasie of enige ander statutêre voorgeskrewe dokument benodig, is self aanspreeklik vir die verkryging daarvan. Enige opdragte aan die Afslaaer met betrekking tot die laai, en/of vervoer en/of keuse van vervoerkontraakteurs en/of versekering en/of keuse van verskeraars en/of versorging van die lewendehawe en/of wild of goedere voor of na afloop van die veiling, word uitgevoer op die algehele risiko van die Koper of Verkoper, na gelang van die geval en die Afslaaer sal nie aanspreeklik gehou word vir enige verlies of skade van enige aard hoegenaamd, hetsy direkte, indirekte, gevolgskaade of andersins, wat gely mag word as gevolg van enige opdragte van 'n Verkoper of Koper uitgevoer deur die Afslaaer. Die Afslaaer aanvaar egter verantwoordelikheid soos bedoel in Art 65(2) van die Verbruikers Beskermings Wet terwyl die goedere of lewendehawe en/of wild onder beheer van die Afslaaer is. Enige ooreenkoms wat die Afslaaer met die vervoerondernemer of verskeraar mag aangaan, word deur die Afslaaer aangegaan as die verteenwoordiger van die Koper of die Verkoper, na gelang van die geval. Alle vervoerkoste en versekeringspremies is vooraf betaalbaar aan die Afslaaer in kontant tensy reëlings tot die bevrediging van die Afslaaer 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 Afslaaer 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 Afslaaer in sy uitsluitlike en absolute diskresie die reg hê om 'n regsgeding in enige Hooggeregshof van bevoegde jurisdiksie in te stel.
31. Enige regskoste wat deur BKB aangegaan word as gevolg van enige nie-nakoming van die Koper of Verkoper se verpligtinge hierkragtens, insluitende invorderingskommissie, sal deur BKB verhaal word van die Koper of Verkoper, nagelang van die geval, op die skaal soos tussen prokureur en eie kliënt.

32. Geen wysiging, verandering of novasie van of byvoeging tot hierdie voorwaardes en geen afstanddoening deur BKB van enige van sy regte hierkragens 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 regte hierkragens nie en sodanige toeweging of vergunning sal nie geag word of vertolk word as 'n novasie hiervan nie.
34. Indien enige bepaling hiervan onwettig is of teerrespektief 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/ BKB Louw (Pty) Limited (hereinafter referred to as "the Auctioneer") with business premises situated at: 15 Church street Cradock.
2. The Auctioneer is hereby appointed by the Purchaser and Seller to act for and on behalf of the Purchaser and Seller as agent in accordance with Section 54 of the Value-Added Tax Act, 1991, in respect of all tax invoices, credit and/or debit notes in respect of all livestock, game and/or goods offered at the auction or any costs of transport and insurances premiums paid for on behalf of the Purchaser and Seller.
3. The rules of this auction shall comply with the provisions of Section 45 and all relevant regulations to the Consumer Protection Act 68 of 2008.
4. For greater clarity Section 45(1-4) states as follows:
 - 4.1 In this section, "auction" includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.
 - 4.2 When goods are put up for sale by auction, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
 - 4.3 A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.
 - 4.4 Notice must be given in advance that a lot or sale by auction is subject to:
 - 4.4.1A reserved or upset price; or
 - 4.4.2A 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 dispossess the said asset or allow it to become the subject of any right of retention, hypothec, pledge or any encumbrance, whatever the cause thereof may be. BKB may be entitled to cede its rights and Oubasie van 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 Heerdenliged to give reasons of the auction if such reasons are other than the voluntary sale of goods by its owners.
26. The bidders' roll and vendor roll will be available for registered buyers for inspection with written notice and good reason during the normal office hours at the business premises of the Auctioneer.
27. The rules of auction will only be read out at the auction if they were not available to the public at the place of business of the Auctioneer. In the event of livestock and game auctions, the rules of auction remain unchanged and are in general available at the business premises of the Auctioneer or on the website of the Auctioneer.
28. Under no circumstances will BKB be held liable for any loss or damage of any cause whatsoever albeit direct or indirect damages suffered by anyone if the livestock and/or game at the auction premises have to be placed under quarantine as a result of the presence of a livestock and/or game disease present. In such event BKB will have the right to cancel the auction as well as any already complete sales and no party will be entitled or have a right of recourse against BKB.
29. Any party requiring permits, removal certificate, documentation of identification or any other statutory prescribed document will solely be responsible for Oubasie van 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 BKBLouwid (Edms) Beperk nie.
2. Alle goedere en/of lewende 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 Toegevoegde Waarde Wet, 1991, ten opsigte van alle belasting fakture, krediet en / of debiet notas ten opsigte lewendehawe, wild en/of a ander goedere aangebied as deel van die skakeldienstransaksie of enige koste van vervoer en versekering premies wat namens die Koper en Verkoper betaal is.
4. Die Verkoper bevestig dat daar geen beserings 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 teling, geslag, ouderdomme, datums van dekking, gesondheidstoestand of enige ander besonderhede of aspekte van die bate(s) wat foutief mag wees en die Koper se enigste reg van verhaal, in geval van 'n dispuut, sal teen die 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 versuim om van hierdie geleentheid gebruik te maak, verstaan die Koper dat hy geen reg sal hê om lewering van die bates te weier of die bates terug te stuur aan die 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 tydskedule wanneer die bates deur die vervoerkontrakteur gelaai is.
11. Waar vervoerreeëlings 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 kontant deur die Koper betaalbaar aan BKB op voltooiing van die transaksie, tensy skriftelik vooraf anders met BKB ooreengekom is. Enige kontantbetalings is verder onderworpe aan kontant of enige ander hanteringsfoeie. Sou die koper egter versuim om binne 7 dae van voltooiing van die transaksie te betaal, is BKB geregtig om rente by die uitstaande bedrae te voeg bereken teen die huidige bank prima koers plus 5%, maandeliks bereken en gekapitaliseer.
14. Indien die Koper nie die koopprys binne die 7 dae tydperk betaal nie en nie gepaste finansierings reëlings getref het met BKB nie, kan BKB die verkoop kanselleer.
15. Indien die Koper wel vooraf gepaste reëlings met BKB getref het, magtig die Koper BKB hiermee om die koopprys, koste van vervoer en versekering of enige ander ooreengekomme 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 voorgeskiet te wees, die terme waarvan ooreengekom is met die Koper in 'n aparte kredietooreenkoms 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 vergunning 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 sodeer, afstaan, verpand of andersins beswaar, verkoop, vervoer, verveem of aanbied om die voornoemde te doen, of toelaat dat die bates onderworpe raak aan enige rentensiereg, hipoteek, pand of ander beswaring of geregtelike beslaglegging wat ookal die oorsaak daarvan nie. BKB kan sy regte en belange hierin sodeer, afstaan of vervoer, 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 skuldorsaak van sodanige verskuldigheid, magtig die Verkoper by ondertekening hiervan BKB onherroepelik 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 kredietooreenkoms gelde geleen of voorgeskiet het aan die Koper vir die betaling van die koopprys van die bates en die vervoerkoste en versekeringspremies, sal geen verweer hoegenaamd wat die Koper teen die Verkoper of vervoerkontrakteur 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 kredietooreenkoms of koopoooreenkoms 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 Verkoper, vervoerkontrakteur of verskeraar uit te oefen nie.
19. Nog die Koper nog die Verkoper sal met betrekking tot enige bedrag hierkragtens verskuldig geregtig wees om skuldvergelykings toe te pas of betalings te weerhou 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 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 ten aansien van die Koper of Verkoper het. Nieteenstaande die voorafgaande sal BKB in sy uitsluitlike en absolute diskresie die reg hê om 'n regsgeding in enige Hooggeregshof van bevoegde jurisdiksie in te stel.
21. 'n Sertifikaat onderteken deur enige Bestuurder, Sekretaris of Rekenmeester vir tyd en wyl van BKB, wie se aanstelling nie as sulks deur BKB bewys hoef te word nie, met betrekking tot enige bedrag verskuldig en/of betaalbaar deur die Koper of Verkoper 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 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 kliënt.
23. Hierdie ooreenkoms bevat die algehele ooreenkoms tussen die partye met betrekking tot die inhoud daarvan en die Koper en Verkoper 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 novasie van of byvoeging tot hierdie ooreenkoms en geen afstanddoening deur BKB van enige van sy regte hierkragtens sal enigsins 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 Verkoper 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 novasie van hierdie ooreenkoms nie.
26. Indien enige bepaling van hierdie ooreenkoms onwettig is of retrospektief onwettig gemaak word, sal daardie onwettige bepaling geag word om gewysig te wees in die mate en op die wyse wat nodig is om dit wettig te maak, of indien sodanige wysiging onmoontlik is, sal die onwettige bepaling beskou word as skeibaar van die res van die bepaling van hierdie ooreenkoms en *pro non scripto*.
27. Die Koper en Verkoper kies hiermee respektiewelik hul *domicilia citandi et executandi* vir alle kennisgewings en doeleindes voortspruitend uit of in verband met hierdie ooreenkoms by hulle onderskeidelike adresse soos vermeld op die keersy hiervan.
28. Hierdie ooreenkoms word in alle opsigte deur en in ooreenkoms met die wette van die Republiek van Suid-Afrika gereël en uitgelê en alle geskille, aksies en ander sake in verband hiermee moet ooreenkomstig sodanige wette bepaal word.
29. Waar BKB met betrekking tot hierdie transaksie 'n rekenaar-geprosesseerde afrekeningstaat of faktuur na uitreiking hiervan aan die Verkoper 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 Verkoper of enige van die Verkoper se agente wat die resultaat is van direkte bemerkings metodes, mag die Koper die transaksie sonder rede binne 5 werksdae vanaf voltooiing van die transaksie kanselleer met die verstandhouding dat die Koper alle risiko in die bates dra totdat dit terug besorg is aan die Verkoper.
31. Dit word spesifiek aan die Koper uitgewys dat in die geval van 'n kansellasie soos uiteengesit in klousule 29, hy verantwoordelik gehou sal word vir alle vervoerkostes, verliese of verandering in die kwaliteit van die bates sowel as kansellasiekoste gelykstaande aan 10% van die aankoopprys welke kansellasie koste die partye ooreenkom is redelik.
32. In die geval waar die koopprys reeds voor die kansellasie soos uiteengesit in klousule 29 aan die Verkoper betaal was, sal die Verkoper verplig wees om die koopprys aan BKB terug te betaal binne 15 werksdae na ontvangs van die bates en sal skuldvergelykings toegepas word deurdat die skade as gevolg van verliese of verandering in die kwaliteit daarvan afgetrek sal word. BKB sal aan die Koper verreken na aftrekking van die kansellasiekoste soos ooreengekom.

LIAISON AGREEMENT: TERMS AND CONDITIONS

1. For purposes of these terms and conditions, reference to BKB will be reference to BKB Limited and/or any of its affiliate companies, including but not limited to BKB VAN WYK (Pty) Ltd and BKB Louw (Pty) Ltd.
2. All goods and/or livestock (hereinafter referred to as "asset") are sold by BKB on behalf of the Seller.
3. BKB is hereby appointed by the Purchaser and Seller to act for and on behalf of the Purchaser and Seller as agent in accordance with Section 54 of the Value-Added Tax Act, 1991, in respect of all tax invoices, credit and/or debit notes in respect of all livestock, game and/or goods supplied as part of the liaison agreement or any costs of transport and insurances premiums paid for on behalf of the Purchaser and Seller.
4. The Seller confirms that he is the sole owner of the asset and that there are no encumbrances over the asset and the asset has not been ceded as security to a third party.
5. A Seller who offers any asset for sale remains solely responsible for all representations, including misrepresentation, regarding *inter alia* the ages, sex and health status or any other specific aspect of the asset(s) and the Purchaser's only right 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 dispossess the said asset or allow it to become the subject of any right of retention, hypothec, pledge or any encumbrance, whatever the cause thereof may be. BKB may be entitled to cede its rights and Oubasie van 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 the Court may have in terms of Section 28 of the said legislation. Notwithstanding the above, BKB in its sole and absolute discretion, has the right to institute action against the Seller and/or Purchaser in any High Court with competent jurisdiction.
21. A certificate signed by any manager, secretary or accountant for the time being of BKB and whose appointment does not have to be proven by BKB, shall be considered *prima facie* proof of any amount owing or payable by the Purchaser or Seller to BKB in terms of this agreement.
22. Any legal costs that BKB may have or will incur as a result of the non-compliance of the Purchaser and/or Seller in terms of its or their Oubasie van Heerdenligations herein, shall be recoverable by BKB, together with collection commissions from the Purchaser and/or Seller on a scale as between attorney and own client.
23. This agreement constitutes the entire agreement between the parties with regards to the contents thereof and the Purchaser and Seller hereby agrees that no verbal representation or agreement varies, changes or suspends any of the terms and conditions as set out herein.
24. No variation, amendment, novation or addition to this agreement will have the effect of BKB renouncing any of its rights in terms hereof, unless it is reduced to writing and signed by BKB.
25. No concession or indulgence by BKB made to the Purchaser or Seller shall be seen as a renunciation of any of BKB's rights in terms of this agreement and the concession or indulgence shall not be interpreted as a novation of this agreement in any way.
26. In the event that any of the terms and conditions of this agreement is found to be unlawful or is made unlawful retrospectively, then such unlawful term will be deemed to have been amended to such an extent necessary to make it legitimate and if such amendment is not possible, the said terms would be deemed 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

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.

— INTEGRITY —

SERVICE EXCELLENCE | ENTREPRENEURSHIP | EARNINGS | EMPLOYEES | ENVIRONMENT

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