

# WARMBAD AANTEELVEILING

WARMBAD VEEMARK, BELA-BELA  
GPS: S24°54'52.0" / E028°21'52.0"

*26 November 2020*  
*- 11:00*

**Thinus Maritz • Pieter Fourie • Theo Hoffman • Retha Neethling  
Jopie Riekert • Jaco Grobler • June Matsheni • Johan Abrie • Johan Abrie**

**KATALOGUS**

**Aanlyn aankope opsie beskikbaar:**  
**onlineauctions.africa**



KOEIE & KALWERS - 3-IN-1								
LOT	AANTAL	RAS	DIER NO	KALF ID	DRAGTIGHEIDSTATUS	TELER	PRYS	KOPER NO
1	6 + 6	Bonsmara	JDB2014-020	TMB2020-197	5mnde	Thinus Maritz -Vaalwater		
		Bonsmara	TMB2016-060	TMB2020-178	4mnde			
		Bonsmara	TMB2016-509	TMB2020-181	4mnde			
		Bonsmara	TMB2017-110	TMB2020-134	3mnde			
		Bonsmara	TMB2017-480	TMB2020-110	7mnde			
		Bonsmara	TMB2018-054	TMB2020-043	3mnde			
2	5 + 5	Bonsmara			3-4mnde	Pieter Fourie - Roedtan		
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			
3	3 + 3	Simbra	14-27	14-27 bul	5mnde	Netkor Boerdery (Retha Neethling) - Naboomspruit		
		Simbra	14-19	14-19 bul	5mnde			
		Simbra	14-44	20-12	4mnde			
4	3 + 3	Beefmaster /Bonsmara				Rian de Klerk - Pretoria		
		Beefmaster /Bonsmara						
		Beefmaster /Bonsmara						
5	1 + 1	Kruis			4mnde	Jopie Riekert - Potgietersrus		
6	5 + 5	Bonsmara	HJS2010-427	TMB2020-151	6mnde	Thinus Maritz -Vaalwater		
		Bonsmara	HJS2010-465	TMB2020-128	4mnde			
		Bonsmara	TMB2011-323	TMB2020-195	4mnde			
		Bonsmara	TMB2012-011	TMB2020-191	3mnde			
		Bonsmara	TMB2015-029	TMB2020-021				
7	6 + 6	Bonsmara			3-4mnde	Pieter Fourie - Roedtan		
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			
8	5 + 5	Bonsmara	TMB2011-136	TMB2020-099	6mnde	Thinus Maritz -Vaalwater		
		Bonsmara	TMB2011-152	TMB2020-066	4mnde			
		Bonsmara	TMB2012-294	TMB2020-137	3mnde			
		Bonsmara	TMB2013-175	TMB2020-084	7mnde			
		Bonsmara	TMB2015-014	TMB2020-091	3mnde			
9	6 + 6	Bonsmara			3-4mnde	Pieter Fourie - Roedtan		
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			
		Bonsmara			3-4mnde			

**KOEIE & KALWERS**

LOT	AANTAL	RAS	DIER NO	KALF ID	DRAGTIGHEIDSTATUS	TELER	PRYS	KOPER NO
10	9 + 9	Bonsmara	TMB2013-179	TMB2020-534	Oop koeie	Thinus Maritz -Vaalwater		
		Bonsmara	TMB2015-534	TMB2020-189	Oop koeie			
		Bonsmara	TMB2015-028	TMB2020-101	Oop koeie			
		Bonsmara	TMB2016-205	TMB2020-205	Oop koeie			
		Bonsmara	TMB2016-255	TMB2020-200	Oop koeie			
		Bonsmara	TMB2017-106	TMB2020-051	Oop koeie			
		Bonsmara	TMB2017-397	TMB2020-089	Oop koeie			
		Bonsmara	TMB2017-506	TMB2020-164	Oop koeie			
		Bonsmara	TMB2018-308	TMB2020-005	Oop koeie			
11	10 + 10	Bonsmara				Pieter Fourie - Roedtan		
		Bonsmara						
		Bonsmara						
		Bonsmara						
		Bonsmara						
		Bonsmara						
		Bonsmara						
		Bonsmara						
12	5 + 5	Bonsmara				June Matsehni - Rust de Winter		
		Bonsmara						
		Bonsmara						
		Bonsmara						
		Bonsmara						
13	8 + 8	Simbra	14-41	14-41 bul		Netkor Boerdery (Retha Neethling) - Naboomspruit		
		Simbra	14-16	14-16 bul				
		Simbra	14-11	20-46 vers				
		Simbra	14-32	14-32 bul				
		Simbra	15-17	20-71 vers				
		Simbra	14-47	20-77 vers				
		Simbra	15-11	15-11 bul				
		Simbra	15-21	20-88 vers				
14	5 + 5	Beefmaster / Bonsmara				Rian de Klerk - Pretoria		
		Beefmaster / Bonsmara						
		Beefmaster / Bonsmara						
		Beefmaster / Bonsmara						
		Beefmaster / Bonsmara						
15	9 + 9	Bonsmara	CEF2007-027	TMB2020-123	Oop koeie	Thinus Maritz -Vaalwater		
		Bonsmara	HJS2009-192	TMB2020-102	Oop koeie			
		Bonsmara	HJS2010-314	TMB2020-196	Oop koeie			
		Bonsmara	HJS2010-371	TMB2020-030	Oop koeie			
		Bonsmara	MMJ2008-173	TMB2020-086	Oop koeie			
		Bonsmara	TMB2011-017	TMB2020-521	Oop koeie			
		Bonsmara	TMB2013-431	TMB2020-100	Oop koeie			
		Bonsmara	TMB2014-109	TMB2020-146	Oop koeie			
		Bonsmara	TMB2016-020	TMB2020-520	Oop koeie			















<b>BULLE</b>						
<b>LOT</b>	<b>AANTAL</b>	<b>RAS</b>	<b>DIER NO</b>	<b>TELER</b>	<b>PRYS</b>	<b>KOPER NO</b>
40	1	Beefmaster		Rian de Klerk - Pretoria		
41	1	Brahman		Netkor Boerdery (Retha Neethling) - Naboomspruit		
42	1	Simmentaler		Phillip Von Wielligh - Warmbad		
43	1	Simmentaler		Phillip Von Wielligh - Warmbad		
44	1	Simmentaler		Phillip Von Wielligh - Warmbad		

DRAGTIGE VERSE							
LOT	AANTAL	RAS	DIER NO	DRAGTIGHEIDSTATUS	TELER	PRYS	KOPER NO
50	11	Bonsmara	18001	5mnde	Jaco Grobler - Kranskop		
		Bonsmara	18009	5mnde			
		Bonsmara	18010	6mnde			
		Bonsmara	18015	5½mnde			
		Bonsmara	18016	5mnde			
		Bonsmara	18017	6mnde			
		Bonsmara	18027	6mnde			
		Bonsmara	18060	6mnde			
		Bonsmara	18086	6mnde			
		Bonsmara	18095	6mnde			
		Bonsmara	487N2017	6mnde			
51	11	Bonsmara	ALB 6	2mnde	Jaco Grobler - Kranskop		
		Bonsmara	ALB 9	4mnde			
		Bonsmara	ALB 10	3mnde			
		Bonsmara	ALB 12	4mnde			
		Bonsmara	ALB 15	4mnde			
		Bonsmara	ALB 18	4mnde			
		Bonsmara	ALB 19	5mnde			
		Bonsmara	ALB 20	1½mnde			
		Bonsmara	ALB 21	2mnde			
		Bonsmara	ALB 22	5mnde			
		Bonsmara	ALB 24	3mnde			
52	10	Bonsmara	18038	2mnde	Jaco Grobler - Kranskop		
		Bonsmara	18044	5mnde			
		Bonsmara	18048	4mnde			
		Bonsmara	18049	5mnde			
		Bonsmara	18053	4mnde			
		Bonsmara	18056	4mnde			
		Bonsmara	18065	3½mnde			
		Bonsmara	18074	5½mnde			
		Bonsmara	18093	4mnde			
		Bonsmara	18094	4mnde			
53	3	Kruis		3mnde	Jopie Rieker - Potgietersrus		
		Kruis		4mnde			
		Kruis		5mnde			
54	3	Kruis		By bulle geloop	Jopie Rieker - Potgietersrus		
		Kruis		By bulle geloop			
		Kruis		By bulle geloop			
		Kruis		By bulle geloop			
		Kruis		By bulle geloop			





DRAGTIGE VERSE							
LOT	AANTAL	RAS	DIER NO	DRAGTIGHEIDSTATUS	TELER	PRYS	KOPER NO
65	10	Bovelder		By bulle geloop	Theo Hoffman - Loskopdam		
		Bovelder		By bulle geloop			
		Bovelder		By bulle geloop			
		Bovelder		By bulle geloop			
		Bovelder		By bulle geloop			
		Bovelder		By bulle geloop			
		Bovelder		By bulle geloop			
		Bovelder		By bulle geloop			
		Bovelder		By bulle geloop			

OOP VERSE							
LOT	AANTAL	RAS	DIER NO	GEBOORTE DATUM	TELER	PRYS	KOPER NO
66	9	Bonsmara	TMB2018-188		Thinus Maritz -Vaalwater		
		Bonsmara	TMB2018-348				
		Bonsmara	TMB2018-393				
		Bonsmara	TMB2018-418				
		Bonsmara	TMB2018-489				
		Bonsmara	TMB2018-501				
		Bonsmara	TMB2018-656				
		Bonsmara	TMB2018-666				
67	10	Bonsmara	TMB2019-239		Thinus Maritz -Vaalwater		
		Bonsmara	TMB2019-108				
		Bonsmara	TMB2019-146				
		Bonsmara	TMB2019-219				
		Bonsmara	TMB2019-289				
		Bonsmara	TMB2019-337				
		Bonsmara	TMB2019-378				
		Bonsmara	TMB2019-429				
		Bonsmara	TMB2019-436				
Bonsmara	TMB2019-438						
68	11	Simbra	19-96	Maart 2019	Netkor Boerdery (Retha Neethling) - Naboomspruit		
		Simbra	19-64	Maart 2019			
		Simbra	19-50	Maart 2019			
		Simbra	19-138	November-19			
		Simbra	19-106	November-19			
		Simbra	19-105	November-19			
		Simbra	19-110	November-19			
		Simbra	19-111	November-19			
		Simbra	19-141	November-19			
		Simbra	19-115	November-19			
Simbra	19-138	November-19					

OOP VERSE							
LOT	AANTAL	RAS	DIER NO	GEBOORTE DATUM	TELER	PRYS	KOPER NO
69	11	Simbra	19-17	Maart 2019	Netkor Boerdery (Retha Neethling) - Naboomspruit		
		Simbra	19-33	Maart 2020			
		Simbra	19-65	Maart 2020			
		Simbra	19-82	November-19			
		Simbra	19-89	November-19			
		Simbra	19-112	November-19			
		Simbra	19-126	November-19			
		Simbra	19-131	November-19			
		Simbra	19-132	November-19			
		Simbra	19-108	November-19			
Simbra	19-132	November-19					
70	10	Bovelder	By bulle geloop		Theo Hoffman - Loskopdam		
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
71	10	Bovelder	By bulle geloop		Theo Hoffman - Loskopdam		
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
		Bovelder	By bulle geloop				
72	4	Kruis			Rian de Klerk - Pretoria		
		Kruis					
		Kruis					
		Kruis					
73	4	Kruis			Rian de Klerk - Pretoria		
		Kruis					
		Kruis					
		Kruis					







**RULES OF AUCTION** in respect of the sale,

\_\_\_\_\_ (name) on \_\_\_\_\_ (date) at \_\_\_\_\_ (time) by

\_\_\_\_\_ (auctioneer) of 56 Van Riebeeck Road, Mokopane, 0601, \_\_\_\_\_ (cell nr) for

**Vleissentraal Bosveld (Pty) Ltd** (Reg No. 1999/023988/07) of 56 Van Riebeeck Road, Mokopane, 0601, Tel: 015 491 3141 / E-mail: potgietersrus@vleissentraal.co.za / Fax: 015 491 6756

(As Auction House hereinafter referred to as the "**Auctioneer**", and the person conducting the auction referred to as the "**auctioneer**")

1. The Sale by auction is subject to a reserve price, unless specifically stated to the contrary by the auctioneer.
2. The seller (owner) and/or his/her representative and/or his/her agent and/or the auctioneer may not bid on any of the seller's / owner's goods sold by auction unless it has been specifically advertised or announced from the podium that the auctioneer or seller (owner) or the respective agents or representatives reserve the right to do so.
3. This *Rules Of Auction* comply with Section 45 of the Act and the Regulations of the Act and Section 45(2) of the Consumer Protection Act, Act 68 of 2008 ("the Act") read as follows:  
**"Auctions:**  
**45(2)** *When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.*
4. The auctioneer will during the auction announce the reason for the auction unless the reason is the normal and voluntary disposal by the owner.
5. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.
6. All goods and livestock (hereinafter referred to as the "assets") are sold by the Auctioneer as agent on behalf of the Seller, who hereby authorizes the Auctioneer to collect the purchase price from the Buyer and the seller do hereby cedes to the Auctioneer all the seller's rights, title and interest in and to its claim for payment of the purchase price against the purchaser which session the Auctioneer do hereby accepts.
7. The purchase price excludes VAT and VAT must be added to the purchase price and paid by the Buyer, unless specifically stipulated otherwise by the auctioneer.
8. The breakdown of advertising costs, if any, will be attached as an annexure to this *Rules Of Auction*. Additional costs may be added and if so it will be computed in terms of an agreement and/or invoice issued by the supplier or the Auctioneer.
9. If any other Special Conditions apply to this sale, other than the general *Rules Of Auction*, it will be attached as an annexure to this *Rules Of Auction*.
10. All assets, other than catalogue animals, shall, immediately after the bid has been knocked down and accepted by the Seller or the Auctioneer, be deemed to have been delivered to the Buyer. Notwithstanding delivery, the Buyer shall not be entitled to remove any purchased assets unless the total amount reflected on the Auctioneer's invoice in respect of such assets has been paid in full.
11. Notwithstanding delivery, ownership of the purchased assets will not pass to the Buyer until the full purchase price plus interest, if any, is paid.
12. Subject to any reserve price placed on any of the assets by the Seller, and the provisions of clause 13 and 14 below, the Buyer at any sale shall be the highest bidder indicated by the auctioneer by the fall of the hammer or by such other means as he or she may select.
13. The auction shall take place under the exclusive control of the auctioneer. The auctioneer reserves the right, in his/her sole discretion without the necessity to furnish any reasons, to refuse the bid of any person, to regulate the bidding and to indicate the highest bidder. If the auctioneer suspects that a bidder has not made a bona fide bid, or is unable to pay the purchase price or has not made satisfactory arrangements for payment of the purchase price, he may refuse to accept the bid of such bidder or accept it provisionally until the bidder has satisfied him that he is in a position to pay the purchase price or that he has made satisfactory arrangements for payment thereof. On refusal of a bid under such circumstances the assets may immediately be re-auctioned.
14. In the event of a dispute arising amongst the bidders and or the auctioneer, the assets in dispute shall, at the sole discretion of the auctioneer, be re-auctioned.
15. Any mistake by the auctioneer may be corrected by him/her upon discovery thereof.
16. All profit, loss or risk in the assets will pass to the Buyer once it has been delivered to the Buyer who shall at his own risk and expense remove it from the sale venue, subject to 10 above. The Buyer shall be responsible for all costs incurred by either the Seller or the Auctioneer until actual removal of the assets.
17. Should any contractor remove any assets from the sale venue on instruction of the Auctioneer's representatives, on behalf of the Buyer, the contractor will be deemed to be the contractor of the Buyer who accepts all costs and risks connected with such removal.
18. The Seller warrants that there are no encumbrances on such assets unless otherwise advised, that the said assets are the property of the Seller, and that the Seller is competent and legally entitled to dispose of the assets. The Seller further warrants as against the Buyer that the assets are free of any patent or latent defects.
19. The Seller, who offers the assets for sale, accepts all liability regarding the information furnished as to pedigrees, ages, dates of service, state of health or gestation or any other particulars which might be incorrect. In the event of any dispute the Buyer shall only have a claim against the Seller and not against the Auctioneer.
20. The Seller warrants as against the Auctioneer that the assets are free of patent and latent defects and that any right or claim ceded to the Auctioneer in terms of these *Rules Of Auction* is free of any defect or right of deduction or set-off, and that the said right or claim is fully and immediately enforceable against the Buyer.
21. The Buyer shall, prior to the sale, ascertain whether there are any defects in the assets and any bid by a Buyer shall be considered as acceptance of the assets with any patent or latent defects in their condition at the time of sale.
22. The Buyer shall not be entitled to withhold payment of the purchase price to the Auctioneer as a result of any possible or pending claim that he may have against the Seller on the grounds of misrepresentation or for any other reason whatsoever.
23. The purchase price is payable by the Buyer to the Auctioneer in cash (to the discretion of the Auctioneer) or by bank-guaranteed cheque or by EFT payment on the date of sale ("the payment date") unless other payment terms and or means were agreed between the Auctioneer and the Buyer. The Company reserves the right to refuse any method or means as payment.
24. In the event that the Auctioneer agrees to facilitate the purchase of the assets by paying an amount equal to the purchase price to the Seller before the Buyer makes payment to the Auctioneer ("the Payment Terms Agreement"), then the following shall apply:
  - 24.1 The election to make any payment to the Seller shall be in the sole and absolute discretion of the Auctioneer, which discretion may be exercised separately in regard to each transaction entered into by the Buyer.
  - 24.2 Upon payment of the amount referred to in 24.1 above the Seller's right, title and interest in and to any claims and other rights against the Buyer in terms of or connected with the sale of the assets shall forthwith be ceded and transferred to the Auctioneer which session the Auctioneer hereby accepts.
25. In the event of any Payment Terms Agreement between the Auctioneer and the Buyer, the following shall apply:
  - 25.1 No Payment Terms Agreement shall be valid unless reduced to writing and duly signed on behalf of the Auctioneer. The facilitation of any sale by the Auctioneer as referred to in this paragraph shall be strictly subject to the terms and conditions of the Payment Terms Agreement.
  - 25.2 In the event of any conflict between the contents of this document and the Payment Terms Agreement, the provisions of the Payment Terms Agreement shall prevail.
  - 25.3 No application for credit as defined in section 8 of the National Credit Act, Act 34 of 2005, will be received or considered by the Auctioneer.

26. Anyone that intends to bid at the auction whether in his own name or on behalf of another (Buyer) must register his or her identity on the bidder's record prior to the commencement of the auction and such registration must meet the requirements of the FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry and the prospective Buyer must furnish the Auctioneer with a copy of his/her identity document, proof of residence and proof of Income Tax registration.
27. **Any person who purchases on behalf of a Principal (i.e. natural person) must furnish the Auctioneer with a written signed Power of Attorney, prior to the commencement of the auction, failing which he/she will be personally liable for payment of any purchases made by him/her. The person bidding on behalf of or signing any document on behalf of the purchaser pursuant to a successful bid hereby binds himself/herself personally as co-principal debtor with the Buyer for payment of the purchase price and personally guarantees all the obligations of the Buyer under this Rules Of Auction.**
28. **A person who attend the auction, to bid and to sign the bidder's record, on behalf of another person (i.e. on behalf of a company, close corporation or trust) must furnish the Auctioneer with a written signed Power of Attorney, prior to the commencement of the Auction, that expressly authorizes him/her to bid/sign the bidder's record on behalf of that legal person, failing which he/she will be personally liable for payment of any purchases made by him/her. Where a person in bidding/signing on behalf of a legal person, the Power of Attorney must appear on the letterhead of the legal person and must be accompanied by a certified copy of the resolution, if required, authorizing him/her to bid/sign on behalf of the legal person. The person bidding on behalf of or signing any document on behalf of the buyer, in terms of the Power of Attorney, pursuant to a successful bid, hereby binds himself/herself personally as co-principal debtor with the buyer for payment of the purchase price and personally guarantees all the obligations of the Buyer under these Rules Of Auction**
29. In the event where a Buyer allows another person to purchase on his or her buyer's number, the registered Buyer shall be liable for payment of such purchases. No bid by an unregistered Buyer will be accepted by the auctioneer and the Buyer will have no claim to any of the assets allegedly purchased by him.
30. Until all amounts owing by the Buyer have been paid in full, the Buyer hereby:
  - 30.1 irrevocably undertakes to identify the purchased assets in such a manner that he can at any time identify and indicate the assets deemed to be the property of, and pledged to, the Auctioneer.
  - 30.2 grants the Auctioneer at all reasonable time's access to the premises where the assets are stored or kept for the purposes of perfecting its pledge and exercising any other rights in terms of these Rules Of Auction.
31. The Buyer and the Seller hereby consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Act on Magistrate Court (Act 32 of 1944 as amended) for any action instituted by the Auctioneer against the Buyer although the Auctioneer is entitled to institute proceedings in any competent Court.
32. A certificate issued by a Director of the Auctioneer, whose appointment and authority shall not be necessary to prove, shall be *prima facie* proof of the amount owing by the Buyer to the Seller or the Auctioneer.
33. Any indulgence granted by the Auctioneer to the Buyer or the Seller or non-compliance by the Auctioneer of this Rules will not prejudice the rights of the Auctioneer in terms of this Rules Of Auction and such indulgence will not constitute an amendment or waiver or novation of this Rules Of Auction.
34. The entries made in the Auctioneer's auction roll shall be *prima facie* evidence of the transaction and shall be binding on the Seller and the Buyer.
35. The bidder's record and the vendor or vendu roll will be made available for inspection within reasonable time after the auction at the office of the Auctioneer during normal business hours free of charge.
36. The Auctioneer does have a trust account into which all money will be paid for the benefit of the Seller minus the agreed commission.
37. Any assets entered or offered for sale are subject to payment by the Seller/Buyer of the agreed commission, or in absence of agreement the usual commission by the Seller/Buyer to the Auctioneer at the rate customarily charged by the Auctioneer from time to time, whether the assets are sold at the auction or thereafter, or at any time thereafter by private treaty. Unless otherwise agreed in writing, commission shall become due and payable by the Seller/Buyer upon the fall of the hammer or upon the entering into of any private treaty involving the Seller's said assets, whichever date is the earlier, and notwithstanding any breach on the part of the Seller/Buyer.
38. Every bid shall constitute an offer to purchase the property or goods for the amount bid, which the Seller or the auctioneer may accept or reject in their absolute discretion. The seller and auctioneer are entitled, in their absolute discretion to withdraw the property or goods from the sale prior to acceptance by the Seller.
39. If no bid equals or exceeds the reserve price, if any, the property or goods may be withdrawn from the auction.
40. The Auctioneer accepts no liability for any withdrawal of assets from sale.
41. No bid may be withdrawn after the fall of the hammer, and in respect of immovable property until the expiry of the confirmation period (if any) that is provided for in the Conditions of Sale, during which time the offer shall be open for acceptance by the Seller or his agent, and if the offer is accepted the sale shall be deemed to be a sale by auction for purposes of the Act.
42. The highest bidder in respect of immovable property, being the Purchaser, shall sign the Conditions of Sale immediately after the fall of the hammer.
43. The purchaser's offer in respect of immovable property shall only be deemed to have been accepted when the seller or his agent or whichever may be applicable, has signed the Conditions of Sale on behalf of the Seller in the space provided at the end of the Conditions of Sale.
44. In the event of the sale requiring the consent of any statutory authority or any court of law, then this auction will be subject to the granting of such consent.
45. The Buyer and the Seller do hereby consent to the payment of attorney and own client costs in the event of any action being instituted against them by the Auctioneer whether summons or any other legal action is instituted or not.
46. Any agreement contrary to these Rules Of Auction shall not be binding unless it is confirmed in writing and signed by a Director of the Auctioneer.
47. If any clause or term of these Rules Of Auction should be invalid, unenforceable and illegal, then the remaining terms and provisions of these Rules Of Auction shall be deemed to be severable there from and shall continue in full force and effect unless such invalidity, unenforceable or illegality goes to the root of these Rules Of Auction.
48. **Default by Buyer:** Should the Buyer/Purchaser refuse or otherwise fail to pay the purchase price within 7 days of the due date, the Auctioneer shall be entitled to;
  - 48.1 claim interest from the Buyer/Purchaser at the prescribed *mora* interest rate calculated from the date of purchase to date of payment, and/or
  - 48.2 repossess the assets, to resell same at the risk of the defaulting Buyer/Purchaser who shall be liable for all costs in connection with the resale and any loss or damage incurred, and will not be entitled to any profit that may arise from the resale, and/or
  - 48.3 institute legal proceedings for the payment of any amount owing or for the return of the assets in which event the provisions of clause 48.2 will apply,
  - 48.4 recover the Auctioneer's legal costs calculated at the Attorney and own Client tariff as well as collection, tracing, storage and transport costs, and
  - 48.5 retain in pledge any assets or other property in the possession of the Auctioneer belonging to either the Buyer/Purchaser or the Seller as security for the due fulfilment of any obligation owed to the relevant party or the Auctioneer.
49. The Company reserves the right to amend these Rules Of Auction in writing.
50. By entering a bid any prospective Buyer binds himself or herself to this Rules Of Auction.

**I, the undersigned, as auctioneer certify that the abovementioned Rules of Auction, to the best of my knowledge, meets the requirements of Regulation 21 of the Consumer Protection Act, Act 68 of 2008**

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Signature of auctioneer

11 Junie 2018