KATALOGUS

NYLSVLEI GAME

Simon 082 449 1213 · Rozelle 073 714 2916

Wildsveiling

MOOKGOPHONG



27 FEBRUARIE 2026
om 11:00

NYLSVLEI GAME BOMA GPS: S 24°28'41.0" / E 028°42'52.2"

Swift VEE

VLEISSENTRAAL BOSVELD

BEMARKER Henko Victor 083 551 4615 · HP v/d Walt 081 011 2049
AFSLAER Pieter-John Venter 082 924 5156
BOSVELD TAK potgietersrus@vleissentraal.co.za · (015) 491 3141

Terms: 1. Koper moet registreer en 'n afskrif van ID asook bewys van fisiese adres inhandig. 2. Betaling: By wyse van Kaart- / elektroniese oorbetalings op dag van veiling - GEEN KONTANT WORD AANVAAR NIE T.O.V BETALING VIR AANKOPE. 3. BTW is betaalbaar. 4. Vleissentraal se standaard-verkoopsvoorwaardes (Rules of Auction) bly van toepassing - beskikbaar op www.vleissentraal.co.za. 5. Verbruikersbeskermingswet - Wet 68 van 2008, beskikbaar op www.gov.za. 6. Verkoper behou die reg voor om enige bate voor of tydens die veiling te onttrek sonder vooraf kennisgewing.

MOOKGOPHONG

SPESIALE VOORWAARDES / SPECIAL CONDITIONS
NYLSVLEI GAME TRADERS – 27 FEBRUARIE / FEBRUARY 2026
Ons verkoop namens die Verkoper / We are selling on behalf of the Seller

1.a. HOKDIERE: Die risiko van wins en verlies en versorgingsplig gaan oor op die koper met die toeslaan van die bod
1.b. KATALOGUS DIERE: In alle gevalle staak die verantwoordelikheid van die verkoper ten opsigte van verliese met die lewering van die diere op die vervoer-kontrakteur se vragmotor.
1.c. Koper moet verkieslik transito versekering uitneem.
2. U koop per stuk om die lot te neem.
3.a. **Betaling:** Streng per Kaart of per elektroniese oorbetaling (EFT) op dag van veiling.
3.b. Indien katalogus wild nie op die vervoerkontrakteur se vragmotor gelewer kan word nie om een of ander rede, sal kapitaal plus rente aan die koper terugbetaal word.
4. BTW is betaalbaar tensy anders vermeld.
5. Bod eenmaal gemaak kan nie teruggetrek word na die val van die hamer nie.
6. Vleissentraal se standaard verkoopsvoorwaardes bly van toepassing.
7. Die Prinsipaal het die geslagte so goed as moontlik bepaal, maar ons waarborg dit nie.
8. Vleissentraal waarborg niks nie, maak seker dat u gelukkig is met dit waarop u bie.
9. Gee al u instruksies skriftelik in by die veilingsklerk.
10.a. NYLSVLEI GAME is bereid om die vervoer te doen.
Reël direk met Simon – 082 449 1213

VERVOERTARIEWE – Per vrag kilometer + BTW	
Trok / Trok met sleepwa, Kameelperdwa	R 45.00
Bakkie & Sleepwa	R 32.00

10.b. Die Afslaers aanvaar geen aanspreeklikheid vir die vervoer.
10.c. Permitfooi van R 105.00 betaalbaar.
11. HP van der Walt – 081 011 2049 sal die weglaai van die wild kontroleer.
12. **Wildversekering**: Versekering is beskikbaar vir alle spesies vir transito dekking sowel as langer periodes en volgens u behoefte. Reël direk met die makelaars teenwoordig of **DAWIE VD LINDE – 082 888 1506**
13. Maak vooraf seker by Dept Omgewingsake of u eiendom kwalifiseer vir die wild wat u wil aankoop. Geen permit sal aan u uitgereik word as u eiendom nie kwalifiseer nie. T.O.V. bedreigde/beskermde spesies moet u reeds in besit wees van: Vrystellingspermit/ TOPS permit/ WR reg.nr, voordat u aankope doen. Die koper bly steeds verplig om sy aankope vandag te betaal al word sy permit geweier.
14. **Tel eers die wild voor die diere afgelaai word saam Met die vragmotor bestuurder en teken die vragbrief, VOORDAT u die deure van die vragmotor oopmaak.**
15. Indien u dier ernstig beseer raak voordat dit gelaai is, sal ons in konsultasie met die veearts en op hul aanbeveling, die dier van kant maak.
16. **Op voorwaarde dat die Koper sy betalings-verpligtinge ten volle nagekom het, sal sy wild so gou moontlik gelewer word.** Enige vervoer reëlings in par. 10 is onderhewig aan die bepalings van hierdie paragraaf.
17. Voltooi die padkaart agter in die katalogus.

1.a. ANIMALS IN PENS: The risk of profit or loss and the obligation of caring for the animals devolve onto the buyer when the bid is knocked down.
1.b. CATALOGUE ANIMALS: In all instances the sellers responsibility for losses ceases when the animals are loaded onto the contractors vehicle.
1.c. Buyers are advised to make use of transit insurance.
2. You are buying per piece to take the lot.
3.a. **Payment** : Strictly by Card or by electronic transfer (EFT) on the day of the sale.
3.b. Buyers will be refunded for any short deliveries of catalogue sale animals on the contractor's vehicle, the capital amount plus interest.
4. VAT must be paid except if otherwise announced.
5. A bid once made cannot be withdrawn, after the fall of the hammer.
6. Vleissentraal's standard conditions of sale apply.
7. The Principal has determined the sexes as well as possible,but does not guarantee the absolute correctness of these.
8. Vleissentraal for its part guarantees nothing. Make sure you are happy with what you are bidding on.
9. All instructions have to be given in writing to the sale's clerk at the sale.
10.a. NYLSVLEI GAME is willing to do the transport
Arrange directly with Simon – 082 449 1213

TARIFFS – Per loaded km + VAT	
Truck, Truck & traler, Giraffe trailer	R 45.00
Bakkie & Trailer	R 32.00

10.b. The Auctioneers accepts no liability for the transport arrangements.
10.c. Permit fees of R 105.00 payable.
11. HP van der Walt – 081 011 2049 will control the loading of your purchased game. Please do not enter the pens by yourself.
12. **Game Insurance**:
Insurance is available on all species for transit cover as well as longer periods and according to your needs. Arrange directly with brokers present or **DAWIE VD LINDE – 082 888 1506**
13. Before bidding make sure from Dept of Environmental Affairs that your property qualifies for the game that you intend to buy. No permits will be issued if the requirements are not met. Buyers of listed TOPS species must beforehand be in possession of TOPS permit / Exemption permit / WR reg. certificate. All purchased animals have to be paid for today, even if a permit is refused by Environmental Affairs.
14. **BEFORE opening the doors of the truck to unload the animals, count the animals aboard the truck in the presence of the truck driver**.
15. Should an animal be severely injured before being loaded, we shall consult with the veterinarian, and on their recommendation, we shall have it destroyed.
16. **Animals will be delivered as soon as possible, but only if the buyer has paid for them in full and has met all his financial obligations relevant to his purchases**.
Any arrangements made by the purchaser for the transport of game as per par. 10, are subject to the conditions set out in this paragraph.
17. Kindly complete a route sketch.

LOT	SPESIE / SPECIE	GETALLE / NUMBERS			SELLER / VERKOPER	NOTES/ NOTAS	PRICE / PRYS	KOPER NR BUYER NO
		M	F/V	TOT				
NYLSVLEI BOMAS								
1- A	IMPALA	-	10	10	NYLSVLEI GAME	NABOOM		
1-B	BLACK IMPALA	1	-	1	AMATHANDA	STERKRIVIER		
2	SABLE	1	-	1	COLOMBIA	NABOOM		
3	KUDU	1	-	1	COLOMBIA	NABOOM		
4	SABLE	1	-	1	BIRKEN VERVOER	GROBLERSDAL		
5	BLUE WILDEBEEST	1	-	1	HARLOU FAM	ROEDTAN		
6	SABLE	1	-	1	BIRKEN VERVOER	GROBLERSDAL		
7	BLUE WILDEBEEST	1	-	1	HARLOU FAM	ROEDTAN		
8	SABLE	1	-	1	COLOMBIA	NABOOM		
9	BLUE WILDEBEEST	1	-	1	NYLSVLEI GAME	ROEDTAN		
10	GOLDEN GNU	1	-	1	STEFAN VISSER	**27 1/8"** NABOOM		
11	BLUE WILDEBEEST	-	10	10	NYLSVLEI GAME	ROEDTAN		
12-A	IMPALA	-	14	14	ZEEKOEVALLEY	ROEDTAN		
12-B	IMPALA	1	-	1	ZEEKOEVALLEY	ROEDTAN		
K-1	IMPALA	12	-	12	11 x NUM-NUM 1 x HJV	NYLSTROOM STERKRIVIER		
K-2	RED HARTEBEEST	2	6	8	ZEEKOEVALLEY	ROEDTAN		
K-3	BLUE WILDEBEEST	6	-	6	COLOMBIA	NABOOM		
K-4	ZEBRA	4	-	4	COLOMBIA	NABOOM		
K-5	BLUE WILDEBEEST	4	-	4	NYLSVLEI GAME	NABOOM		
K-6	ZEBRA	-	2	2	AMATHANDA	STERKRIVIER		
K-7	BLUE WILDEBEEST	3	-	3	ZEEKOEVALLEY	ROEDTAN		
K-8	RED HARTEBEEST	-	2 + 2	2 + 2	ZEEKOEVALLEY	ROEDTAN		
K-9	BLUE WILDEBEEST	-	3 + 3	3 + 3	ZEEKOEVALLEY	ROEDTAN		
K-10	BLUE WILDEBEEST	5	-	5	COLOMBIA	NABOOM		
13	GOLDEN GNU	1	-	1	STEFAN VISSER	**29 4/8"** NABOOM		
14	NYALA	1	-	1	BIRKEN VERVOER	**27 ½"** GROBLERSDAL		
15	BLUE WILDEBEEST	1	-	1	DEELBOS	NYLSTROOM		

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		M	F/V	TOT				
NYLSVLEI BOMAS								
16	NYALA	1	-	1	BIRKEN VERVOER	25" GROBLERSDAL		
17	BLUE WILDEBEEST	1	-	1	DEELBOS	NYLSTROOM		
18	BLUE WILDEBEEST	1	-	1	MIANKE WILD	GROBLERSDAL		
19	SABLE	1	-	1	COLOMBIA	NABOOM		
20	KUDU	1	-	1	WATERBERG GAME	MARBLE HALL		
21	ELAND	1	-	1	PRINS GAME	NABOOM		
22-A	IMPALA	-	10	10	NUM-NUM	NYLSTROOM		
22-B	IMPALA	1	-	1	KLIPVALLEI	NABOOM		
23	BLESBUCK	5	-	5	BIRKEN VERVOER	GROBLERSDAL		
24-A	IMPALA	4	5	9	NYLSVLEI GAME	NABOOM		
24-B	SADDLEBACK IMP	1	-	1	NYANE GAME	NABOOM		
25	WATERBUCK	-	3	3	NUM-NUM	NYLSTROOM		
26-A	WHITEFLANKED IMP	1	-	1	MIANKE WILD	GROBLERSDAL (knypkop)		
26-B	WHITEFLANKED IMP	1	-	1	NYANE GAME	NABOOM (groot)		
27	KUDU	-	3	3	NUM-NUM	NYLSTROOM		
28	IMPALA	3	-	3	NUM-NUM	NYLSTROOM		
29	BLESBUCK	6	-	6	BIRKEN VERVOER	GROBLERSDAL		
30-A	OSTRICHES	1	2	3	WATERBERG GAME	MARBLE HALL		
30-B	OSTRICHES	2	2	4	WATERBERG GAME	MARBLE HALL		
R-A	WHITE BLESBUCK	3	-	3	NYANE GAME	NABOOM		
R-B	BLESBUCK	-	8	8	ZEEKOEVALLEY	ROEDTAN		
31	ZEBRA	-	2	2	NYLSVLEI GAME	NABOOM		
32-A	BLUE WILDEBEEST	2	-	2	ZEEKOEVALLEY	ROEDTAN		
32-B	GOLDEN GNU	1	-	1	ZEEKOEVALLEY	ROEDTAN		
S	HARTMAN ZEBRA	1	1	2	COLOMBIA	NABOOM		
33	KUDU	1	3	4	NUM-NUM	NYLSTROOM		
34-A	IMPALA	6	-	6	ZEEKOEVALLEY	ROEDTAN		
34-B	BLACK IMPALA	1	-	1	ZEEKOEVALLEY	ROEDTAN		

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NYLSVLEI BOMAS								
35	KUDU	1	2	3	NUM-NUM	NYLSTROOM		
C-1	SABLE	-	1	1	NYLSVLEI GAME	NABOOM		
C-2	NYALA	1	4	5	BIRKEN VERVOER	GROBLERSDAL		
C-3	TSESSEBE	-	1	1	H. BODEMER	NABOOM		
C-4	TSESSEBE	-	1	1	H. BODEMER	NABOOM		
C-5	TSESSEBE	-	1	1	H. BODEMER	NABOOM		
C-6	NYALA	-	6	6	5 x BIRKEN VERV	GROBLERSDAL		
					1 x AMATHANDA	STERKRIVIER		
C-7	TSESSEBE	-	1	1	H. BODEMER	NABOOM		
C-8	GOLDEN GNU	1	2	3	COLOMBIA	NABOOM		
C-9	BLUE WILDEBEEST	1	-	1	JPX SAFARIS	ROEDTAN		
C-10	OSTRICHES	-	3	3	NUM-NUM	NYLSTROOM		
C-11	KING WILDEBEEST	1	-	1	JPX SAFARIS	ROEDTAN		
C-12	GOLDEN GNU	-	2	2	ZEEKOEVALLEY	ROEDTAN		
C-13	BLESBUCK	1	6	7	3 x HJV	STERKRIVIER		
					4 x COLOMBIA	NABOOM		
C-14	OSTRICHES	1	3	4	NUM-NUM	NYLSTROOM		
C-15	BLESBUCK	4	-	4	ZEEKOEVALLEY	ROEDTAN		
C-16	BLUE WILDEBEEST	-	3	3	NYLSVLEI GAME	NABOOM		
C-17	BLESBUCK	7	-	7	COLOMBIA	NABOOM		
C-18	SABLE	-	5	5	ZEEKOEVALLEY	ROEDTAN		
C-19	BLUE WILDEBEEST	-	4	4	ZEEKOEVALLEY	ROEDTAN		
C-20	SABLE	-	3	3	BIRKEN VERVOER	GROBLERSDAL		
C-21	BLUE WILDEBEEST	-	5	5	NYLSVLEI GAME	NABOOM		
36	KUDU	1	-	1	NUM-NUM	NYLSTROOM		
37	KUDU	3	-	3	1 x NYLSVLEI	NABOOM		
					2 x NUM-NUM	NYLSTROOM		
38-A	IMPALA	-	11	11	ZEEKOEVALLEY	ROEDTAN		
38-B	BLACK IMPALA	1	-	1	ZEEKOEVALLEY	ROEDTAN		
39	WATERBUCK	-	4	4	NUM-NUM	NYLSTROOM		

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		M	F/V	TOT				
NYLSVLEI BOMAS								
G-1-A	BLUE WILDEBEEST	3	-	3	NYLSVLEI GAME	NABOOM		
G-1-B	GOLDEN GNU	1	-	1	NYLSVLEI GAME	NABOOM		
G-2	RED HARTEBEEST	1	2	3	ZEEKOEVALLEY	ROEDTAN		
G-3-A	IMPALA	1	10	11	AMATHANDA	STERKRIVIER		
G-3-B	IMPALA	1	-	1	AMATHANDA	STERKRIVIER		
G-4	SABLE	2	-	2	BIRKEN VERVOER	GROBLERSDAL		
G-5	BLESBUCK	4	-	4	H. BODEMER	NABOOM		
G-6	SABLE	2	-	2	BIRKEN VERVOER	GROBLERSDAL		
G-7	GOLDEN GNU	1	-	1	MIANKE WILD	GROBLERSDAL		
G-8	BLUE WILDEBEEST	1	-	1	COLOMBIA	NABOOM		
G-9	RED HARTEBEEST	1	-	1	H. BODEMER	NABOOM		
G-10	NYALA	1	-	1	BIRKEN VERVOER	GROBLERSDAL		
40	WATERBUCK	1	-	1	JPX SAFARIS	ROEDTAN		
41-A	WHITE BLESBUCK	2	-	2	NYLSVLEI GAME	NABOOM		
41-B	WHITE BLESBUCK	-	2	2	NYLSVLEI GAME	NABOOM		
42	BLUE WILDEBEEST	1	-	1	DEELBOS	NABOOM		
43	BLESBUCK	5	-	5	KLIPVALLEI	NABOOM		
44	BLUE WILDEBEEST	1	-	1	WATERBERG GAME	MARBLE HALL		
45	SABLE	1	-	1	WATERBERG GAME	MARBLE HALL		
46	BLUE WILDEBEEST	1	-	1	WATERBERG GAME	MARBLE HALL		
47								
48	GIRAFFE	1	-	1	TKB BOERDERY	MARBLE HALL		
49	BLUE WILDEBEEST	1	-	1	WATERBERG GAME	MARBLE HALL		
50	SABLE	1	-	1	WATERBERG GAME	MARBLE HALL		
51	BLUE WILDEBEEST	1	-	1	WATERBERG GAME	MARBLE HALL		
52	KING WILDEBEEST	1	-	1	HARLOU FAM	28 ½" ROEDTAN		
53	TAKBOK	1	-	1	BIRKEN VERVOER	GROBLERSDAL		
54-A	WHITE FLANKED IMP	-	4	4	2 x NYANE	NABOOM		
					2 x HJV	STERKRIVIER		
54-B	BLACK IMPALA	1	-	1	AMATHANDA	STERKRIVIER		

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TRADOS BOMAS								
55	ELAND	1	-	1	PRINS GAME	NABOOM		
56	NYALA	1	-	1	LEBENKELE	WARMBAD		
57	ELAND	1	-	1	LEBENKELE	NABOOM		
58	BLESBUCK			16	HIGHLAND	VRYSTAAT		
59-A	IMPALA	-	9	9	J. LOUW	NABOOM		
59-B	IMPALA	1	-	1	J. LOUW	NABOOM		
60-A	WHITE BLESBUCK	2	-	2	HIGHLAND	VRYSTAAT		
60-B	BLESBUCK	2	-	2	HIGHLAND	VRYSTAAT		
60-C	BLESBUCK	-	4	4	HIGHLAND	VRYSTAAT		
61	WHITE BLESBUCK	1	9	10	HIGHLAND	VRYSTAAT		
62								
63-A	OSTRICHES	2	2	4	LITTLE HUT	VRYSTAAT		
63-B	OSTRICHES	2	2	4	LITTLE HUT	VRYSTAAT		
64								
65	BLUE WILDEBEEST	4	-	4	2 x DEELBOS 2 x COLOMBIA	NABOOM NABOOM		
66	IMPALA	7	14	21	NUM-NUM	NYLSTROOM		
67-A	IMPALA	6	10	16	NUM-NUM	NYLSTROOM		
67-B	WHITE FLANKED IMP	1	-	1	LIMPOPO WIDE	WARMBAD		
68	KUDU	1	-	1	NUM-NUM	NYLSTROOM		
69	OSTRICHES	5	-	5	LITTLE HUT	VRYSTAAT		
70	KUDU	1	-	1	WATERBERG GAME	GROBLERSDAL		
71	KING WILDEBEEST	1	-	1	KOLOBE GAME	NYLSTROOM		
72	NYALA	1	-	1	LEBENKELE	WARMBAD		
73	WHITE OSTRICHES	1	1	2	RHINO	ROEDTAN		
74	SABLE	2	-	2	BIRKEN VERVOER	GROBLERSDAL		

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		M	F/V	TOT				
PER KATALOGUS / CATALOGUE								
100	WHITE FLANKED IMP	1	-	1	H.P. OOSTHUIZEN	BALTIMORE		
101	WHITE FLANKED IMP	1	-	1	EB WILD	BRITS		
102	BUSHBUCK	1	2	3	ONDANGWA WILDLIFE	GRAVELOTTE (verkoper bring bokke tot by Nyslvlei hokke)		
103	BUSHBUCK	-	2	2	ONDANGWA WILDLIFE	GRAVELOTTE (verkoper bring bokke tot by Nyslvlei hokke)		
104	BUSHBUCK	1	-	1	ONDANGWA WILDLIFE	GRAVELOTTE (verkoper bring bokke tot by Nyslvlei hokke)		
105	ELAND	1	-	1	LEBENKELE	HEIDELBERG (jag op plaas)		
106	ELAND	1	-	1	LEBENKELE	HEIDELBERG (jag op plaas)		
107	BUFFALO	1	-	1	BIG HORN - NABOOM	• **47”** • **Omtrek = 89”** • **Bosse = 15”** • **SCI = 119**		
108	BUFFALO	1	-	1	BIG HORN - NABOOM	• **41”**		
109	BUFFALO	1	-	1	BIG HORN	NABOOM		
110	BUFFALO	1	-	1	BIG HORN	NABOOM		
111	BLUE DUIKER	1	1	2	BIRKEN VERVOER	GROBLERSDAL		
112	NYALA	-	2	2	AMATHANDA	STERKRIVIER		
113	NYALA	1	-	1	AMATHANDA	STERKRIVIER		
114	NYALA	1	-	1	AMATHANDA	STERKRIVIER		
115	NYALA	1	-	1	AMATHANDA	STERKRIVIER		

BAIE DANKIE VIR U ONDERSTEUNING VANDAG - ONS WAARDEER DIT OPREG !

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
(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 / 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.*(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.*

(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.

(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) Notice must be given in advance that a sale by auction is subject to –

(a) a reserve or upset price; or

(b) a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any other person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.

(5) Unless notice is given in advance that a sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer –

(a) the owner or auctioneer must not bid or employ any person to bid at the sale;

(b) the auctioneer must not knowingly accept any bid from a person contemplated in paragraph (a); and

(c) the consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated.

(6) The Minister may prescribe requirements to be complied with by an auctioneer, or different categories of auctioneer, in respect of –

(a) the conduct of an auction;

(b) the records to be maintained with respect to property placed for auction; and

(c) the sale of any property by auction.

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 allowing 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 because 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 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. If 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 regarding 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 CREDIT VERIFICATION:

27.1 The Buyer and its representative(s) consent that the Auctioneer may verify the Buyer's credit record with any credit bureau.
27.2 The Buyer and its representative(s) authorize the Auctioneer to compile a credit report on the company and guarantee that all directors and/or members have given their consent for the credit investigation, which also includes their personal credit profiles. The Buyer further agrees to any inquiries with the Buyer's bank to verify information about loan amounts and conditions.
27.3 The Buyer and its representative(s) authorize the Auctioneer to continuously review the Buyer's credit report and confirm that the directors and/or members have given their consent for these inquiries.
27.4 The Buyer and its representative(s) expressly agree that the Auctioneer has the right to list the BUYER with a credit bureau without notice if the BUYER fails to make payment.

28. PROTECTION OF PERSONAL INFORMATION (POPIA):
28.1. The parties, the Seller and the Buyer and the Auctioneer or their respective representative(s), undertake to always comply with POPIA and any applicable privacy legislation.
28.2. If the parties process personal information, they will:
- apply reasonable security measures.
- follow any additional requirements agreed upon.
- using personal information only with the consent of the other Party.
- treat personal information as confidential and not disclose it to third parties without written consent.

28.3. The Auctioneer has the right to audit the parties' operations and access the necessary equipment and information to ensure compliance and investigate any security breaches.
28.4. In the event of a security breach, the affected party must immediately notify and provide information such as the date, nature of the breach, responsible persons (if known), and protection measures.
28.5. The parties will indemnify each other against any loss or damage resulting from non-compliance with POPIA and appoint an Information Officer as required.

29. **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*.**
30. **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***
31. 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.
32. Until all amounts owing by the Buyer have been paid in full, the Buyer hereby:
32.1 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.
32.2 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*.
33. 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.
34. 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.
35. 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*.
36. 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.
37. The bidder's record and the vendor or vendu roll will be made available for inspection within a reasonable time after the auction at the office of the Auctioneer during normal business hours free of charge.
38. The Auctioneer does have a trust account into which all money will be paid for the benefit of the Seller minus the agreed commission.
39. 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.
40. 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.
41. If no bid equals or exceeds the reserve price, if any, the property or goods may be withdrawn from the auction.
42. The Auctioneer accepts no liability for any withdrawal of assets from sale.
43. 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.
44. The highest bidder in respect of immovable property, being the Purchaser, shall sign the Conditions of Sale immediately after the fall of the hammer.
45. 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.
46. 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.
47. 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.
48. 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.
49. 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*.
50. **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;
50.1 claim interest from the Buyer/Purchaser at the prescribed *mora* interest rate calculated from the date of purchase to date of payment, and/or
50.2 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
50.3 institute legal proceedings for the payment of any amount owing or for the return of the assets in which event the provisions of clause 50.2 will apply,
50.4 recover the Auctioneer's legal costs calculated at the Attorney and own Client tariff as well as collection, tracing, storage and transport costs, and
50.5 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.
51. The Company reserves the right to amend these *Rules Of Auction* in writing.
52. 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

January 2025