

M KLEYN LOSGOED VEILING

26 JUNIE 2026



NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
1	LANDINI TREKKER		2020 - 1600uur	
2	McCORMICK TREKKER		Model en Ure Onbekend	
3	FORD TREKKER		Model en Ure Onbekend	
4	ROOI PLOEG		20 SKAAR	
5	GEEL SPUIT			
6	SKRAPER			
7	GROEN/GEEL BOSSIE KAPPER			
8	GEEL SKRAAP			
9	BPI SPUIT			
10	ROOI SKOFFEL		6 TAND	
11	ORANJE SPUIT			
12	4 SKAAR PLOEG			
13	GROEN TENK			
14	BETON MENDER			
15	TOL SNYER			
16	SKI BOOT YAMAHA V4115 MARINE & BOATING			
17	BMW G450 MOTORFIETS			
18	4 TOL HARK			
19	CLAAS ROLLANT 46 BALER			
20	BOKKIES			
21	YSTER PALE			
22	PALE			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
23	DROPPERS			
24	PALE			
25	PYPE			
26	CHANNELS			
27	SLEEPSTANG			
28	PALE			
29	PYPE			
30	SCRAP			
31	I BEAM			
32	PAAL			
33	STAAL			
34	TUBING			
35	STAAL			
36	LEMMETJIES DRAAD			
37	MIX STAAL			
38	HEKKE			
39	PALE			
40	STAAL			
41	STAAL			
42	STAAL KAR			
43	SKOFFEL PARTE			
44	STOP VALVES			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
45	HOë DRUK SPROEIER			
46	PYPE			
47	STAAL HEKKE			
48	HEKKE			
49	HEKKE			
50	OPSLAAN KRALE			
51	PRESS EN TENK			
52	MOBILE JACK			
53	TANK STAND			
54	WASBAKKE			
55	VOERBAKKE			
56	STAAL LAAIE			
57	LONG DROP			
58	TENK STAND			
59	STAAL TENK			
60	BAAL VURK			
61	WA			
62	SOLAR CHARGER			
63	SUBMERSIBLE POMP			
64	SUBMERSIBLE MOTOR			
65	SKOFFEL GROEN			
66	PTO SHAFTS			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
67	MASSAWA			
68	SKOFFEL			
69	BAAL VURK GROEN			
70	TOL SNYER			
71	12 SKAAR PLOEG			
72	4 KAR 1000 POOT			
73	LONG RANGE TANK			
74	STAAL TAFEL			
75	STAAL TAFEL			
76	STAAL TAFEL			
77	STAAL TAFEL			
78	STAAL TAFEL			
79	STAAL RAK			
80	STAAL TAFEL			
81	STAAL HOK			
82	EEN RY KERWER			
83	BOS WA			
84	SLATTERY EEN RY STROPER			
85	SLATTERY EEN RY STROPER			
86	STAAL TAFEL			
87	FRONT LOADER BAK			
88	MASSA WA			

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LOT	ITEM	GETAL	NOTA	PRYS
89	NEW HOLLAND CLAYSON 1530 STROPER		MODEL EN URE ONBEKEND	
90	STROPER TAFEL			
91	MAASEY FERGUSON GEWIGTE			
92	POMP PARTE			
93	SKOFFEL SKARE			
94	PARTE			
95	OORLOOP SKAAL			
96	WA TRALIES			
97	BAALVURK			
98	BAAL VURK			
99	BAAL VURK			
100	RAK			
101	PLOEG RAAM			
102	JOHN DEERE 7200 PLANTER 3 RY			
103	STROOIER			
104	RAAM			
105	MESH			
106	SEILE			
107	GRAAN AUGER			
108	GIF SPUIT			
109	ONDERSTEL			
110	STAAL TAFEL			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
111	KRONE CLASSIC KR 125 BALER			
112	STAALMEESTER JF STOLL SB200 DISKSNYER			
113	BOSSIE KAPPER			
114	5 TOL HARK			
115	SPUIT			
116	GRAAN KAR			
117	SKRAPER			
118	DAM SKROP			
119	EG			
120	VIBRO FLEX CULTIVATOR			
121	DIAMOND VOER MENER			
122	STAALMEESTER HAMMER MEULER			
123	DROMSNYER			
124	WATER KAR			
125	MASSA WA			
126				
127	TAP KAR			
128	TRAILER			
129	ISUZU NPR 400 DROPSIDE		1998 - 500 000KM	
130	TOYOTA DYNA TROK		2019 - 115 000KM	
131	LEYLAND ELAND TROK		MODE & KM ONBEKEND (NIE LOPEND)	
132	VOLKSWAGEN AMAROK BAKKIE 20. BI-TURBO		2011 - 368 100KM	

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
133	FAW TROK 33-420		2018 - 395 000KM	
134	ISUZU 500 TROK MET WA			
135	DEVIDERS			
136	RUBBER MATTE			
137	STAAL WAENTJIES			
138	STAAL WAENTJIES			
139	STAAL WAENTJIES			
140	SELFGEBOUDE OORHOOFSE KRAAN			
141	BOTTLE JACKS			
142	GREASE POMPE			
143	DIESEL TENKS			
144	TOOL BOKS			
145	HOOIVURK	3		
146	INDUSTRIAL GRASS CUTTER			
147	HYDRAULIC RESERVOIR			
148	ASBLIK	2		
149	SINK			
150	PRESS			
151	WET END			
152	ELEK MOTOR			
153	RYOBI GENERATOR			
154	2" WATER POMP			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
155	PLANKE			
156	AIR GAUGES			
157	MIG WELDER			
158	CO2 WELDER			
159	BATTERY CHARGERS	2		
160	VENSTERS	2		
161	PRESS			
162	STAAN BOOR			
163	BENCH CUTTER			
164	BENCH GRINDER			
165	BENCH GRINDER			
166	WATER POMP			
167	ELECTRIC MOTOR + FAN			
168	CUTTING TORCH			
169	CUTTING TORCH			
170	STAAL WIELE			
171	PARTE			
172	STAAL RAAM			
173	STAAL PYPE			
174	STAAL RAKKE	3		
175	STAAL RAAM			
176	STAAL RAAM			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
177	STAAL RAAM			
178	SPILPUNTWIEL AS KOMPLEET			
179	VOER BAK			
180	VOERBAKKE			
181	SELF FEEDER			
182	ASBLIK			
183	PIEKNIEK TAFEL X3	3		
184	TAFELS X 16 (13 HET N BLAD)	16		
185	KAMEELPERD			
186	STAAL BOOM			
187	BRUSH CUTTER			
188	GRASSNYER			
189	GRASSNYER			
190	GRASSNYER			
191	NORDIC TRUCK			
192	IMAGEN 350			
193	PATIO STEL			
194	RAKKE			
195	GAS BRAAI			
196	KAS			
197	PLANKE			
198	BANKIE			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
199	TUINSTEL			
200	SWAAISTOEL			
201	POLARIS TRAIL BLAZER 250			
202	STAAL STOELE	130		
203	STRETCH SKADUNET			
204	SPIEEL	9		
205	SPIEELTAFEL STOELE			
206	BEDKASSIES	9		
207	SPIEELTAFEL	10		
208	KOPSTUKKE	10		
209	SPIEEL			
210	QUEEN BED MET UITREK DUBBEL BED	10		
211	KAMER STEL			
212	SIDEBOARD			
213	TAFEL OP WIELE			
214	BACKDROP			
215	STOELE	3		
216	TAFEL			
217	STOELE	2		
218	SAK STIK MASJIEN			
219	STOELE	2		
220	UJOINTS			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
221	WAAIERS			
222	STOELE	2		
223	UNDERCOUNTER YSKAS			
224	WINE COOLER			
225	KANDELAAR			
226	STOELE	6		
227	BANKE			
228	STOELE	2		
229	STOELE	2		
230	HIS & HERS STOELE			
231	GRYS STOEL			
232	SIDEBOARD			
233	EETKAMER TAFEL			
234	EETKAMER TAFEL			
235	GLAS TAFEL	2		
236	JVC KLANKSTEL			
237	PODIUM			
238	KAPSTOK			
239	BONDEL			
240	LESSENAAR EN STOEL			
241	STOELE	2		
242	STOELE	2		

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
243	LESSENAAR			
244	STOELE	2		
245	DEVIDERS			
246	BONDEL			
247	HOUT PILARE			
248	SKAAL			
249	TAFELS	15		
250	ALLES BO OP TAFEL			
251	ALLES BO OP TAFEL			
252	ALLES BO OP TAFEL			
253	ALLES BO OP TAFEL			
254	ALLES BO OP TAFEL			
255	ALLES BO OP TAFEL			
256	ALLES BO OP TAFEL			
257	ALLES BO OP TAFEL			
258	ALLES BO OP TAFEL			
259	ALLES BO OP TAFEL			
260	ALLES BO OP TAFEL			
261	ALLES BO OP TAFEL			
262	ALLES BO OP TAFEL			
263	ALLES BO OP TAFEL			
264	ALLES BO OP TAFEL			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
265	EETKAMERSTEL 6 STOEL			
266	RAK ALLEEN			
267				
268	FLAT TOP GRILL			
269	EETGEREI			
270	SKAAL			
271	URN			
272	PLASTIC WRAP MASJIEN			
273	SLOW COOKER			
274	MIX BONDEL			
275	DEE FRYER			
276	MICROWAVE			
277	VACUUM MASJIEN			
278	YSMAKER			
279	MIXER & TAFEL			
280	VLEIS SAAG			
281	STAAL TAFEL			
282	ROOMYS MASJIEN			
283	UNDERPLATES			
284	GLAS BOTTELS			
285	PLUMBING & ELECTRICAL			
286	WASBAK EN STORT KRANE (SWART)			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
287	WASBAKKE	11		
288	TOILETTE	9		
289	GLASE			
290	KOPPIES			
291	KOPPIES			
292	KOPIIES			
293	SHERRY GLASE			
294	WHISKEY GLASE			
295	WHISKEY GLASE			
296	WHISKEY GLASE			
297	MARTINI GLASE			
298	MARTINI GLASE			
299	MARTINI GLASE			
300	BIER GLASE			
301	SHERRY GLASE			
302	PLASTIC CONTAINERS & PLASTIC GLASE			
303	WYN GLASE			
304	WYN GLASE			
305	GLASE			
306	GLASE			
307	WYN GLASE			
308	WYN GLASE			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
309	WYN GLASE			
310	WYN GLASE			
311	WYN GLASE			
312	KOELDRANK GLASE			
313	WYN GLASE			
314	WYN GLASE			
315	LANG GLASE			
316	LANG GLASE			
317	WYN GLASE			
318	SJAMPANJE GLASE			
319	SJAMPANJE GLASE			
320	WYN GLASE			
321	PIERINGS			
322	KLEIN BORDJIES			
323	POEDING BAKKIES			
324	POEDING BAKKIES			
325	KLEIN BORDE			
326	BORDE			
327	BORDE			
328	MARTINI GLASE			
329	MARTINI GLASE			
330	WYN GLASE			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
331	SJAMPANJE GLASE			
332	SJAMPANJE GLASE			
333	SJAMPANJE GLASE			
334	WYN GLASE			
335	LANG GLASE			
336	LANG GLASE			
337	WYN GLASE			
338	WYN GLASE			
339	WYN GLASE			
340	GLASE			
341	GLASE			
342	MELKBEKERS			
343	MARTINI GLASE			
344	KOELDRANK GLASE			
345	BIER GLASE			
346	RAK ALLEN			
347	DEEP FRYER			
348	CHIPS WARMER			
349	KOUEVLEIS SNYER			
350	CHIP CUTTER			
351	GROENTE SNYER			
352	WAFEL MAKER			

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NOORDWES

LOT	ITEM	GETAL	NOTA	PRYS
353	TOASTER			
354	POTTE			
355	ALLES IN DIE HOEK			
356	3 RAK DRIE FASE OOND			
357	VRIESKAS			
358	YSKAS			
359	BILTONG KAS			
360	LEER			
361	ROLLER			

BEPALINGS EN VOORWAARDES TEN OPSIGTE VAN VERKOPE DEUR

VLEISSENTRAAL BLOEMFONTEIN (Edms) Bpk - Registrasie no 1999/023878/07 (Hierna die "Maatskappy" genoem)

1. Alie goedere en lewendehawe (Hierna die "bates" genoem) word deur die Maatskappy as agent verkoop namens die Verkoper, wat hiermee die Maatskappy magtig om die koopprys van die Koper te verhaal. Die koopprys sluit nie BTW in nie en moet, tensy spesifiek anders afgekondig, by die koopprys bygetel en deur die Koper betaal word.
2. Die Verkoper waarborg hiermee dat daar geen beserings op sodanige bates bestaan nie, dat die gemelde bates die eiendom van die Verkoper is en dat die Verkoper bevoeg en wetlike daarop geregtig is om die bates van die hand te sit. Die Verkoper waarborg verder, soos teenoor die Koper, dat die bates vry is van die verborge en ooglopende gebreke.
3. Die Maatskappy aanvaar geen aanspreeklikheid vir enige onttrekking van bates en verkoop, of vir enige uitdruklike of stilswyende verklarings of waarborge wat mondeling deur sy agente of werknemers of deur die Verkoper self gegee mag word nie.
4. Die Verkoper wat die bates te koop aanbied, aanvaar alle aanspreeklikheid rakende alle inligting wat verskaf word wat betref stambome en opregtheid, ouderdomme, datums van diens, gesondheidstoestand of dragtigheid of enige ander besonderhede wat onjuis mag wees. Ingeval van enige geskil sal die Koper slegs 'n eis teen die Verkoper he en nie teen die Maatskappy nie.
5. Die Koopprys is in kontant (onder sekere voorwaardes) of deur 'n bankgewaarborgde tjek betaalbaar deur die Koper aan die Maatskappy, tensy anders skriftelik ooreengekom, op die dag van verkoop ("die Betaaldatum").
6. Indien die Maatskappy toestem om die koopprys aan die Verkoper te betaal alvorens die Koper die Maatskappy betaal ("die betalingsterme-ooreenkoms"), sal die volgende van toepassing wees:
 - 6.1 Die eleksie om die Verkoper Aldus te betaal berus in die alleen diskresie van die Maatskappy, wie sy diskresie afsonderlik mag uitoefen ten opsigte van elke transaksie waartoe die Koper 'n party is, gesedeer en oorgedra word.
 - 6.2 Met betaling van die bedrag soos na verwys in 6.1 hierbo, sal die Verkoper se reg, lilel en belang in en tot enige aanspraak of regte teenoor die Koper ten opsigte van elke verkoopsooreenkoms, aan die Maatskappy.
 - 6.3 Geen Betalingsterme-ooreenkoms sal van krag wees nie tensy op skrif gestel en behoorlik namens die Maatskappy onderteken is. Die **fasilitering van enige verkoopstransaksie soos in hierdie klousule 6 verwys, sal streng volgens die bepalinge van die terme en voorwaardes van die Betalingsterme-ooreenkoms wees.**
 - 6.4 In geval van verskil van die inhoud van hierdie dokument en die Betalingsterme-ooreenkoms, sal die bepalinge van die Betalingsterme-ooreenkoms geld.
 - 6.5 Geen aansoek vir krediet soos omskryf in artikel 8 van die "National Credit Act", Wet 34 van 2005, sal deur die Maatskappy ontvang of oorweeg word nie.
7. Die Verkoper waarborg teenoor die Maatskappy dat alle bates vry is van enige ooglopende of verborge gebreke en dat enige reg of eis wat ingevolge hierdie bepalinge en voorwaardes aan die Maatskappy gesedeer word, vry is van enige gebrek of reg van aftrekking of verrekening en dat die gemelde reg of eis ten voile en onmiddellik teen die Koper afdwingbaar is.
8. Die Koper is nie daarop geregtig om enige betaling van die koopprys aan die Maatskappy te weerhou as gevolg van enige moontlike of hangende eis wat hy teen die Verkoper, gebaseer op wanvoorstelling of vir enige rede hoegenaamd mag he nie.
9. In die geval waar Kopers by 'n Veiling moet registreer en sodanige geregistreerde Koper 'n ander persoon toelaat om met sy kopers kaart te koop, is die geregistreerde Koper aanspreeklik vir die betaling van sodanige aankope. Geen bod deur 'n nie-geregistreerde Koper sal deur die Maatskappy aanvaar word en die Koper sal geen eis hE! met betrekking tot enige van die bates wat na bewaring deur horn aangekoop is nie.
10. Onderworpe aan enige reserwes wat op enige van die Verkoper se bates geplaas word en aan die bepalinge van klousules 14 en 15 hieronder, is die Koper by enige veiling die hoogste bieder wat deur die Maatskappy se afslaer deur die val van die hammer aangedui word, of op sodanige ander wyse as wat hy mag kies.
11. Alie bates sal, onmiddellik nadat die bod toegeslaan is, geag word aan die Koper gelewer te wees. Nieteenstaande lewering sal die koper nie geregtig wees om die bates te verwyder alvorens die voile koopprys, soos op die Maatskappy se faktuur aangedui, ten voile betaal is nie.
12. **Alie wins, verlies of risiko ten opsigte van die bates sal op die Koper oorgaan sodra dit aan die Koper gelewer is, wat dan op eie risiko en onkoste sodanige bates van die verkoopsplek moet verwyder, onderhewig aan klousule 11 hierbo.**
13. Indien 'n vervoerkontraakteur enige bates van die verkoopsplek verwyder in opdrag van die Maatskappy, sal die kontraakteur geag word 'n agent van die Koper te wees, wat alle kostes en risiko'sin verband met sodanige verwydering aanvaar.
14. Die veiling vind onder die uitsluitlike beheer van die Maatskappy plaas. Die Maatskappy behou die reg voor om, geheel na eie goeddunke, die bod van enige persoon te weier, om die biesElry te reguleer, om die hoogste bieder aan te dui en om die orde van die veiling te enige tyd te verander sonder om redes daarvoor te verstrek. Indien die afslaer vermoed dat 'n biesElr nie 'n bona fide bod gemaak het nie, of nie in staat is om die koopprys te betaal nie of nie bevredigende reëlings vir die betaling van die koopprys getref het nie, mag hy weier om die bod van sodanige bieder te aanvaar of dit **voorwaardelik aanvaar totdat die biesr horn tevrede gestel**
15. Indien 'n ges□ tussen biesir ontstaan, sal die bates in geskil geheel na die goeddunke van die Maatskappy weer opgeveel word.
16. Die Maatskappy is nie aanspreeklik vir enige verlies of skade veroorsaak deur of opgedoen ten opsigte van enige optrede deur die Maatskappy of sy helpers, werknemers of agente nie, **nieteenstaande 'n onderneming om die bates in bewaring te neem, daarvoor te sorg, dit te versend of te lewer** nie. Alie bates word voetstoots aan die Koper verkoop en die Maatskappy is nie aanspreeklik vir enige gebreke, verborge of andersins, wat met of sonder die kennis van die Maatskappy mag bestaan nie.

17. **Die Koper moet voor die veiling horn vergewis van enige gebreke in die bates en enige bod deur 'n Koper word geag aanvaarding van die bates te wees met enige ooglopende of verborge gebreke in hulle toestand, ten lye van verkoop.**
18. Die Maatskappy behou die reg voor om enige tjek as betaling te weier.
19. Nieteenstaande lewering, geen eienaarskap van die bates nie oor op die Koper totdat die voile koopprys plus rente indien betaalbaar, verfeen is nie.
20. Toldat alle bedrae verskuldig deur die Koper ten voile betaal is, onderneem die Koper hiermee:
 - 19.1 onherroeplik om die bates op so 'n wyse te identifiseer dat hy le enige tyd die bates wat geag word die eiendom van en verpand aan die Maatskappy te wees, kan identifiseer en aandui
 - 19.2 aan die Maatskappy le alle redelike lye toegang te verleen tot die perseel waar die bates geberg word, vir die doeleindes van vervolmaking van sy pand en uitoefening van enige ander regte ingevolge hierdie bepalinge en voorwaardes
21. Die Koper en die Verkoper stem hiermee in tot die jurisdiksie van die Landdroshof ingevolge Artikel 45 van die Landdroshof wet (Wet 32 van 1944, soos gewysig) vir enige regsaksie wat deur die Maatskappy teen die Koper of Verkoper ingestel mag word, alhoewel die Maatskappy daarop geregtig is om litigasie in enige Hof met regsbevoegdheid in le stel.
22. **Die inskrywings wat gemaak is in die Maatskappy se vendu-rol sal dien as prima facie bewys van die transaksie en sal bindend wees op sowel die Koper as die Verkoper.**
23. 'n Sertifikaat uitgereik deur 'n Bestuurder van die Maatskappy, sal dien as prima facie bewys van gelde verskuldig deur die Koper aan die Verkoper of deur enige van voormelde partye aan die Maatskappy.
24. **Enige persoon wat namens 'n prinsiaal koop, moet voor die aanvang van die veiling 'n volmag aan die Maatskappy voorl8, by gebreke waaraan hy persoonlik aanspreeklik gehou sal word vir die betaling van enige aankope wat hy gemaak het. Die persoon wat namens die Koper bies of enige dokument onderteken in opvolging van 'n suksesvolle bod, verbind homself persoonlik as medehoofskuldenaar met die Koper vir die betaling van die koopprys en waarborg persoonlik dat al die verpligtinge van die Koper ingevolge hierdie bepalinge en voorwaardes nagekom sal word.**
25. Enige toegewing wat deur die Maatskappy aan die Koper of die Verkoper toegestaan word, sal nie die regte van die Maatskappy ingevolge hierdie bepalinge en voorwaardes benadeel nie en sodanige uitstel of toegewing sal nie 'n wysiging of novasie van hierdie bepalinge en voorwaardes uitmaak nie.
26. Alie persona wat die verkoopsplek betree, doen dit op eie risiko en die Maatskappy is nie aanspreeklik vir enige beserings, skade of verliese van enige aard hoegenaamd nie.
27. Die Maatskappy behou die reg voor om hierdie verkoopsvoorwaardes skriftelik te wysig.
28. Enige bates wat le koop aangebied of ingeskryf word, is onderhewig aan betaling deur die Verkoper van die ooreengekome kommissie of, in die afwesigheid van ooreenkoms, die gewone kommissie deur die Verkoper aan die Maatskappy teen die koers wat gebruiklik van tyd tot tyd deur die Maatskappy gehel word, ongeag of die bates by die veiling of daarna uit die hand verkoop word. Tensy andersins skriftelik ooreengekom, word sodanige kommissie deur die Verkoper betaalbaar by die val van die hamer of by die aangaan van enige uit-die-hand-verkoopstransaksie met betrekking tot die Verkoper se gemelde bates, watter datum ook al die eerste voorkom en nieteenstaande enige kontrakbreuk aan die kant van die Verkoper.
29. Ingeval van geregistreerde voertuie wat deur die Maatskappy verkoop word, is dit 'n spesifieke voorwaarde dat die Maatskappy nie die inligting met betrekking tot sodanige voertuie waarborg nie en nie ondemeem om die oordrag dokumente en registrasie-sertifikate aan die Koper te voorsien nie. **Dit is die Koper se verantwoordelikheid om bogenoemde dokumente te bekom en hy is nie daarop geregtig om betaling te weerhou weens versium** aan die kant van die Maatskappy of die Verkoper om sodanige dokumente le voorsien nie.
30. Enige ooreenkoms teenstrydig met hierdie verkoopsvoorwaardes het geen bindings krag hoegenaamd tensy dit op skrif gestel en bevestig en onderteken word deur 'n Bestuurder van die Maatskappy nie.
31. By wanbetaling van die koopprys deur die Koper, sal Vleissentraal Bloemfontein geregtig wees om volgens eie diskresie:
 - 31.1 rente teen die maksimum toelaatbare koers bereken vanaf datum van aankope tot datum van betaling, van Koper te eis; en/of
 - 31.2 die bate in herbesit le neem, le herverkoop op risiko van die wanpresterende Koper, wat alle koste in verband met die herverkoping en enige verlies en/of skade wat gely mag word, sal dra, en nie geregtig wees op enige voordeel wat uit die herverkoping mag voortvloei nie; en/of
 - 31.3 regsaksie in sy eie naam in le stel vir die betaling van die bedrag verskuldig of vir die teruglewering van die bates in welke geval die voorwaardes in 13.2 hierbo van toepassing sal wees; en
 - 31.4 betaling van Vleissentraal Bloemfontein se regskoste, bereken op die Prokureur/Klient skaal insluitende invorderingsgelde van die Koper tee is.
32. Wild Katalogusverkope: Vanaf die oomblik van lewering sal alle risiko, wins of verslies ten opsigte van die bates op die Koper oorgaan, wat dit op sy eie koste van die ooreengekome leweringsterrein moet verwyder.
33. Wild Veilingsverkope (Bomas): Alie Bates sal onmiddellik nadat die bod toegeslaan is, as afgelewer aan die Koper beskou word, alle risiko, wins of verlies ten opsigte van die bates sal op die Koper oorgaan, wat dit op sy eie koste van die veilingsterrein moet verwyder. Kopers van wild wat in Bomas aangebied word moet sodanige wild binne 48 uur na die veiling in ontvangs neem en verwyder. 'n Koper wat versium om die lewering binne die vasgestelde tyd le neem sal die aankoopbedrag reeds betaal, verbeur en sal dit as roukoop deur die Verkoper opgeeis word.

TERMS AND CONDITIONS OF SALE IN RESPECT OF SALES BY

VLEISSENTRAAL BLOEMFONTEIN (Pty) Ltd - Registration no 1999/023878/07 (Hereinafter referred to as the "Company")

- All goods and livestock (hereinafter referred to as the "assets") are sold by the Company as agent on behalf of the Seller, who hereby authorises the Company to collect the purchase price from the Buyer.
- The Seller warrants that there are no encumbrances on such assets, 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 against the Buyer that the assets are free of patent and latent defects.
 - The Company accepts no liability for any withdrawal of assets from sale, or for any express or implied statements or guarantees which may be contained in catalogues or advertisements begun verily by its agents or employees, or by the Seier.
 - The Seier, who offers the assets for sale, accepts all liability regarding the information furnished as to pedigrees, ages, dates of setment, 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 Company.
 - The purchase price is payable by the Buyer to the Company in cash (under certain conditions) or by bank-guaranteed cheque on the date of sale ("the payment date") unless other payment terms are agreed in writing between the Company and the Buyer.
 - In the event that the Company 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 Company ("the Payment Terms Agreement") then the following shall apply:
 - The election to make any payment to the Seller shall be in the sole and absolute discretion of the Company, which discretion may be exercised separately in regard to each transaction entered into by the Buyer.
 - Upon payment of the amount referred to in 6.1 above the Seller's right, title and interest in and to any claims and other rights as against the Buyer in terms of or connected with the sale of the assets shall forthwith be ceded and transferred to the Company.
 - No Payment Terms Agreement shall be valid unless reduced to writing and duly signed on behalf of the Company. The facilitation of any sale by the Company as referred to in this paragraph shall be strictly subject to the terms and conditions of the Payment Terms Agreement.
 - 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.
 - No application for credit as defined in section 8 of the National Credit Act, Act 34 of 2005, shall be considered or granted by the Company.
 - The Seier warrants against the Company that the assets are free of patent and latent defects and that any right or claim ceded to the Company in terms of these terms and conditions is free of any defect or right of dereliction or set-off, and that the said right or claim is fully and immediately enforceable against the Buyer.
 - The Buyer shall not be entitled to withhold payment of the purchase price to the Company 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.
 - In the event where Buyers must register at an Auction, and such a registered Buyer allows another person to purchase on his buyers card, the registered Buyer shall be liable for payment of such purchases. No duty of an unregistered Buyer shall be accepted by the Company and the Buyer shall have no claim to any of the assets allegedly purchased by him.
 - Subject to any reserve placed on any of the assets by the Seller, and the provisions of clause 14 and 15 below, the Buyer at any sale shall be the highest bidder indicated by the Company's auctioneer by the fall of the hammer or by such other means as he may select.
 - All assets shall, immediately after the aforesaid commencement, 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 Company's tax invoice in respect of such assets has been paid in full.
 - 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 11 above.
 - Should a contractor remove any assets from the sale venue on instruction of the Company, the contractor will be deemed an agent of the Buyer who accepts all costs and risks connected with such removal.
 - The auction shall take place under the exclusive control of the Company. The Company reserves the right, in its sole discretion, to refuse the bid of any person, to regulate the bidding, to indicate the highest bidder and to vary the order of the sale at any time without giving reasons therefor. 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 position to pay the purchase price or that he has made satisfactory arrangements for payment thereof. On refusal of a bidder such circumstances the assets may immediately be re-auctioned.
 - In the event of a dispute arising amongst the bidders, the assets in dispute shall, at the sole discretion of the Company, be re-auctioned.
 - The Company shall not be liable for loss or damages caused to, or sustained in respect of any action by, the Company or its helpers, employees or agents notwithstanding an undertaking to care for or attend to, to despatch or deliver the assets. If assets are sold to the Buyer "voetstoots" and the Company shall not be liable for any defects, latent or otherwise which might exist with or without the knowledge of the Company.
 - The Buyer shall, prior to the sale, ascertain whether there are any defects in the assets and any bid by a Buyer shall be deemed as acceptance of the assets without any patent or latent defects in their condition at the time of sale.
 - The Company reserves the right to refuse any cheque as payment.
 - Notwithstanding delivery, ownership of the purchased assets shall not pass to the Buyer until the full purchase price is paid, if payable, in full.
 - Until all amounts owing by the Buyer have been paid in full, the Buyer hereby:
 - 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 Company.
 - grants the Company access at all reasonable times to the premises where the assets are stored for the purposes of perfecting its pledge and exercising any other rights in terms of these terms and conditions.
 - The Buyer and the Seller hereby consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Administration of Magistrate Courts Act (Act 32 of 1944 as amended) for any action instituted by the Company against the Buyer although the Company is entitled to institute litigation in any competent Court.
 - The entries made in the Company's ledger shall be prima facie evidence of the transaction and shall be binding on the Seller and the Buyer.
 - A certificate issued by a Manager of the Company, whose signature and authority shall not be necessary to prove, shall be prima facie proof of monies owing by the Buyer to the Seller or the Company.
 - Any person who purchases on behalf of a principal must furnish the Company with a power of attorney prior to the commencement of the sale failing which he will personally be liable for payment of any purchases made by him. The person adding on behalf of or signing any document on behalf of the Buyer pursuant to a successful bid thereby binds himself 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 terms and conditions.
 - Any indulgence granted by the Company to the Buyer or the Seller shall not prejudice the rights of the Company in terms of these conditions and such indulgence will not constitute an amendment or waiver or novation of these terms and conditions.
 - All persons entering the sale venue do so at their own risk and the Company shall not be liable for any injuries, damages or losses of any nature whatsoever.
 - The Company reserves the right to amend these conditions of sale in writing.
 - Any assets entered or offered for sale are subject to payment by the Seller of the agreed commission, or in absence of agreement the usual commission by the Seller to the Company at the rate of 5% normally charged by the Company 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 upon the fall of the hammer or upon the entering into of any private treaty involving the Seller's assets, whichever date is the earlier, and notwithstanding any liability on the part of the Seller.
 - In the event of registered vehicles being sold by the Company, it is a specific condition that the Company does not guarantee the information regarding the vehicles and does not undertake to furnish the transfer documents and registration certificates to the Buyer. The Buyer shall be responsible to obtain the aforementioned documents and shall not be entitled to withhold payment due to a failure on the part of either the Company or the Seller to furnish the documents.
 - Any agreement contrary to these conditions of sale shall not be binding unless it is confirmed in writing and signed by a Manager of the Company.
 - Should the Purchaser fail to pay the purchase price, Veissentraal Bloemfontein shall be entitled in its discretion to:
 - claim from the Purchaser interest at the maximum interest rate from date of purchase until date of settlement; and/or
 - repossess the assets, to resell it at the risk of the defaulting Purchaser who shall be liable for all costs involved with the resale and also be liable of any damages sustained. The Purchaser will not be entitled to any profit that may arise from the resale; or
 - institute legal proceedings for the payment of the amount owing or for the return of the assets in which event the conditions of Clause 13.2 will apply; and
 - recover any legal costs calculated at the Attorney/Client tariff as well as collection costs.
 - Game Catalogue Sales: All profit, loss and risk in the assets will pass to the Purchaser once it has been delivered to the Purchaser who shall at own expense remove it from the venue agreed between the Seller and Purchaser.
 - Game Auction Sales (Barnas): All assets shall immediately after bid being knocked down, be considered as delivered to the Purchaser and all profit, loss or risk in the assets will pass to the Purchaser who shall at own expense remove it from the sale venue. Buyers of game kept in barnas must take possession and remove such game within 48 hours after sale. Should a buyer fail to remove and take delivery within the fixed time after the sale, he/she will forfeit all monies already paid to the Seller.

RULES OF AUCTION

in respect of the sale,

Vleissentraal Klerksdorp (Pty) Ltd (Reg No. 2022/409506/07)
of Unit 4 Buffelspark, 48 Buffeldoring Road, Klerksdorp, 2571,
Tel: 018 468 5622 / E-mail: adminkld@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

Signature of auctioneer

January 2025