

RULES OF AUCTION

in respect of sales by

Vleissentraal Bloemfontein (Pty) Ltd

(Reg No. 1999/023878/07)

Or c/o Abrahamskraal & Dealsevilleroad, Bainsvlei, 9301
Tel: 051-4511 439 / E-mail: bloemfontein@vleissentraal.co.za / Fax: 051-4511 883

(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 agent and the auctioneer may bid up to the reserve price of the owner (seller), but shall not be entitled to make a bid equal to or exceeding the reserve price.
3. This Rules Of Auction comply with Section 45 of the Act and the Regulations of the Act and Section 45 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 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. All assets shall, immediately after the bid has been knocked down and accepted by the Seller, 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.

9. Notwithstanding delivery, ownership of the purchased assets will not pass to the Buyer until the full purchase price plus interest, if any, is paid.

10. Subject to any reserve placed on any of the assets by the Seller, and the provisions of clause 11 and 12 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.

11. The auction shall take place under the exclusive control of the auctioneer. The auctioneer reserves the right, in its sole discretion, 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 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.

12. 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.

13. Any error by the auctioneer shall be entitled to be corrected by him or her upon discovery.

14. All profit, loss or risk in the assets will pass to the Buyer once it has been delivered to the Buyer who shall at this own risk and expense remove it from the sale venue, subject to 8 above. The Buyer shall be responsible for all costs incurred by either the Seller or the Auctioneer until actual removal of the assets.

15. Should any contractor remove any assets from the sale venue on instruction of the Auctioneer, 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.

16. 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 as against the Buyer that the assets are free of any patent or latent defects.

17. The Seller, who offers the assets for sale, accepts all liability regarding the information furnished as to pedigrees, ages, date 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.

18. 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.

18. The Seller warrants as against the Auctioneer that the assets are free of patent and latent defects and that any right of 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.

19. 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.

20. 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.

21. The purchase price is payable by the Buyer to the Auctioneer in cash (to the discretion of the Auctioneer) or by bank-guaranteed cheque on the date of sale ("the payment date") unless other payment terms and or means are agreed between the Auctioneer and the Buyer. The Company reserves the right to refuse any method or means as payment.

22. 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:

22.1 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.

22.2 Upon payment of the amount referred to in 10.1 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 which session the Auctioneer hereby accepts.

23. In the event of any Payment Terms Agreement between the Auctioneer and the Buyer, the following shall apply;

23.1 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 10 shall be strictly subject to the terms and conditions of the Payment Terms Agreement.

23.2 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.

22.3 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.

24. Anyone that intends to bid at the auction (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 and proof of residence.

25. 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.

26. A person who attends the auction, to bid and to sign the bidder's record, on behalf of another person (i.e. on behalf of a company or legal entity) must produce a signed letter of authority that expressly authorizes him or her to bid or sign the bidder's record on behalf of that person. Where a person is bidding on behalf of another entity the letter of authority must appear on the letterhead of the entity and must be accompanied by a certified copy of the resolution, if required, authorizing him or her to bid on behalf of the entity. The person bidding 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 Rules Of Auction.

27. In the event where a Buyer allows another person to purchase on his or her buyers 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.

28. Until all amounts owing by the Buyer have been paid in full, the Buyer hereby:

28.1 irrevocably undertake 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.

28.2 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.

29. The Buyer shall be obligated to pay the bid price of the assets to the Auctioneer on the date of sale, unless otherwise agreed in writing between the Buyer and the Auctioneer.

29. 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.
30. A certificate issued by a Manager 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.
31. Any indulgence granted by the Auctioneer to the Buyer or the Seller will not prejudice the rights of the Auctioneer in terms of these Rules Of Auction and such indulgence will not constitute an amendment or waiver or novation of these Rules Of Auction.
32. The entries made in the Company's auction roll shall be prima facie evidence of the transaction and shall be binding on the Seller and the Buyer.
33. 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.
34. The Auctioneer does have a trust account into which all money will be paid for the benefit of the Seller.
35. 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.
36. 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.
37. If no bid equals or exceeds the reserve price, if any, the property or goods may be withdrawn from the auction.
38. The Auctioneer accepts no liability for any withdrawal of assets from sale.
39. No bid may be withdrawn after the fall of the hammer 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.
40. The highest bidder in respect of immovable property, being the Purchaser, shall sign the Conditions of Sale immediately after the fall of the hammer.
41. 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.
42. 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.
43. Any agreement contrary to these Rules Of Auction shall not be binding unless it is confirmed in writing and signed by a Manager of the Auctioneer.
44. The Company reserves the right to amend these Rules Of Auction in writing.
45. By entering a bid any prospective Buyer binds himself or herself to this Rules Of Auction.

SPEZIALE VOORWAARDES / SPECIAL CONDITIONS

SPEZIALE VOORWAARDES / SPECIAL CONDITIONS Ons verkoop names die Verkoper / We are selling on behalf of the Seller

1. Sleisentraal se standaard verkoopsvoorwaardes bly van toepassing.
2. Sleisentraal waarborg niks nie, maak seker dat u gelukkig is met dit waarop u bie.
- 3.a HOKDIERE: Die risiko van wins en verlies en versorgingsplig gaan oor die koper met die toeslaan van die bod.
- 3.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. Koper moet verkieslik transito versekering uitneem.
4. U koop per stuk om die lot te neem.
- 5.a. Terme streng kontant of bangewaarborgede tjek op dag van veiling.
6. BTW is betaalbaar
7. Bod eenmaal gemaak kan nie teruggetrek word nie.
8. Die Prinsipaal het die geslagte so goed as moontlik bepaal, maar ons waarborg dit nie.
9. Gee al u instruksies skriftelik in by die veilingsklerk.
10. Die Afslaers aanvaag geen aanspreeklikheid vir die vervoer reëlins nie.
11. _____ sal die weglai van die wild kontroleer. Moet asb. nie self in die hokke ingaan nie.
12. 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/beskermdespesies moet u reeds in besit wees van: Vrystellingspermit/TOPS permit/ WR reg no., voordat u aankope doen. Die koper bly steeds verplig om sy aankope vandag te betaal al word sy permit geweier.
13. 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.
- 14.. 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.
15. Op voorwaarde dat die Koper sy betalings-verpligtinge ten volle nagekom het, sal sy wild so gou moontlik gelewer word. Enige vervoer reëlins is onderhewig aan die bepalings van paragraaf 5A.
16. _____ **is bereid om die vervoer te doen. Reël asseblief met _____.**
17. Voltooi die padkaart agter in die katalogus.
18. Wild moet verwyder word binne 96 uur na veiling.

1. Sleisentraal's standard conditions of sale apply.
2. Sleisentraal for it's part guarantees nothing. Make sure you are happy with what you are bidding on.

2. _____ viceversa for its part guarantees nothing. Make sure you are happy with what you are bidding on.
- 3.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.
- 3.b. CATALOGUE ANIMALS: In all instances the sellers responsibility for losses ceases when the animals are loaded onto the contractors vehicle. Buyers are advised to make use of transit insurance.
4. You are buying per piece to take the lot.
- 5.a. Terms are strictly cash or bank guaranteed cheques on the day of the sale.
6. VAT is payable.
7. A bid once made cannot be withdrawn.
8. The Principal has determined the sees as well as possible, but does not guarantee the absolute correctness of these.
9. All instructions have to be given in writing to the sale's clerk at the sale.
10. The Auctioneers accepts no liability for the transport arrangements.
11. _____ will control the loading of your purchased game. Please do not enter the pens yourself.
12. 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.
13. BEFORE opening the doors of the truck to unload the animals, count the animals aboard the truck in the presence of the truck driver.
14. Should an animal be severely injured before being loaded, we shall consult with the veterinarian, and on their recommendation, we shall have it destroyed.
15. 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, are subject to the conditions set out paragraph 5A.
16. _____ **is willing to do the transport. Arrange with _____.**
17. Kindly complete a route sketch.
18. **Game must be removed within 96 hours after the auction.**

BEPALINGS EN VOORWAARDES TEN OPSIGTE VAN VERKOPE DEUR

VLEISSENTRAAL BLOEMFONTEIN (Edms) Bpk – Registrasie no 1999/023878/07 (Hierna die “Maatskappy” genoem)

- Alle 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.
- 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 wettig 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.
- Die Maatskappy aanvaar geen aanspreeklikheid vir enige onttrekking van bates en verkoop, of vir enige uitdrukkings of stillswyende verklarings of waarborge wat mondeling deur sy agente of werknemers of deur die Verkoper self gegee mag word nie.
- 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 stegs 'n eis teen die Verkoper hê en nie teen die Maatskappy nie.
- 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”).
- 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:
 - 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.
 - Met betaling van die bedrag soos na verwys in 6.1 hierbo, sal die Verkoper se reg, titel en belang in en tot enige aanspraak of regte teenoor die Koper ten opsigte van elke verkoops-ooreenkoms, aan die Maatskappy.
 - 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.
 - In geval van verskil van die inhoud van hierdie dokument en die Betalingsterme-ooreenkoms, sal die bepalinge van die Betalingsterme-ooreenkoms geld.
 - 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.
- 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 volle en onmiddellik teen die Koper afdwingbaar is.
- 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 hê nie.
- 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 hê met betrekking tot enige van die bates wat na bewering deur hom aangekoop is nie.
- 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 hamer aangedui word, of op sodanige ander wyse as wat hy mag kies.
- Alle 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 volle koopprys, soos op die Maatskappy se faktuur aangedui, ten volle betaal is nie.
- Alle 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.
- 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's in verband met sodanige verwydering aanvaar.
- 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 bieder 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 bieder nie 'n bona fide bod gemaak het nie, of nie in staat is om die koopprys te betaal nie of nie bevredigende reëlins 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 bieder hom tevrede gestel.
- Indien 'n geskil tussen bieder ontstaan, sal die bates in geskil geheel na die goeddunke van die Maatskappy weer opgeveel word.
- 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. Alle 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.

- Die Koper moet voor die veiling hom 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 tye van verkoop.
- Die Maatskappy behou die reg voor om enige tjek as betaling te weier.
- Nieteenstaande lewering, geen eienskaap van die bates nie oor op die Koper totdat die volle koopprys plus rente indien betaalbaar, vereffen is nie.
- Totdat alle bedrae verskuldig deur die Koper ten volle betaal is, onderneem die Koper hiermee:
 - onherroeplik om die bates op so 'n wyse te identifiseer dat hy te enige tyd die bates wat geag word die eiendom van en verpand aan die Maatskappy te wees, kan identifiseer en aandui
 - aan die Maatskappy te alle redelike tye 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
- Die Koper en die Verkoper stem hiermee in tot die jurisdisksie 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 litgasie in enige Hof met regsbevoegdheid in te stel.
- Die inskrywings wat gemaak is in die Maatskappy se verdu-rof sal dien as prima facie bewys van die transaksie en sal bindend wees op sowel die Koper as die Verkoper.
- '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.
- Enige persoon wat namens 'n prinsipaal koop, moet voor die aanvang van die veiling 'n volmag aan die Maatskappy voorlê, 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 bief 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.
- 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.
- Alle persone 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.
- Die Maatskappy behou die reg voor om hierdie verkoopsvoorwaardes skriftelik te wysig.
- Enige bates wat te 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 gehet 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.
- 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 onderneem 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 te voorsien nie.
- 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.
- By wanbetaling van die koopprys deur die Koper, sal Vleissentraal Bloemfontein geregtig wees om volgens eie diskresie:
 - rente teen die maksimum toelaatbare koers bereken vanaf datum van aankope tot datum van betaling, van Koper te eis; en/of
 - die bate in herbesit te neem, te herverkoop op risiko van die wanpresterende Koper, wat alle koste in verband met die herverkoop en enige verlies en/of skade wat gely mag word, sal dra, en nie geregtig wees op enige voordeel wat uit die herverkoop mag voortvloei nie; en/of
 - regsaksie in sy eie naam in te 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
 - betaling van Vleissentraal Bloemfontein se regskoste, bereken op die Prokureur/Kliënt skaal insluitende invorderingsgelde van die Koper tee is.
- Wild Katalogusverkope: Vanaf die oomblik van lewering sal alle risiko, wins of verlies ten opsigte van die bates op die Koper oorgaan, wat dit op sy eie koste van die ooreengekome leweringsterrein moet verwyder.
- Wild Veilingsverkope (Bomas): Alle 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 te 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

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

1. 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.
2. 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 as against the Buyer that the assets are free of patent and latent defects
3. 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 be given verbally by its agents or employees, or by the Seller.
4. 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 Company.
5. 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.
6. 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:
 - 6.1. 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.
 - 6.2. 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.
 - 6.3. 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 6 shall be strictly subject to the terms and conditions of the Payment Terms Agreement.
 - 6.4. 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.
 - 6.5. 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 Company.
7. The Seller warrants as 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 deduction or set-off, and that the said right or claim is fully and immediately enforceable against the Buyer.
8. 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.
9. 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 bid by an unregistered Buyer will be accepted by the Company and the Buyer will have no claim to any of the assets allegedly purchased by him.
10. 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.
11. All assets shall, immediately after the bid being knocked down, 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.
12. All profit, loss or risk in the assets will pass to the Buyer once it has been delivered to the Buyer who shall at this own risk and expense remove it from the sale venue, subject to 11 above.
13. Should a cartage 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.
14. 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 bid under such circumstances the assets may immediately be re-auctioned.
15. 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.
16. 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. All 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.
17. 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.
18. The Company reserves the right to refuse any cheque as payment.
19. Notwithstanding delivery, ownership of the purchased assets will not pass to the Buyer until the full purchase price plus interest, if payable, is paid.
20. Until all amounts owing by the Buyer have been paid in full, the Buyer hereby:
 - 20.1. 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 Company.
 - 20.2. 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.
21. 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 Company against the Buyer although the Company is entitled to institute litigation in any competent Court.
22. The entries made in the Company's auction roll shall be prima facie evidence of the transaction and shall be binding on the Seller and the Buyer.
23. A certificate issued by a Manager of the Company, whose appointment 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.
24. 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 bidding 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.
25. Any indulgence granted by the Company to the Buyer or the Seller will 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.
26. 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.
27. The Company reserves the right to amend these conditions of sale in writing.
28. 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 customarily 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 said assets, whichever date is the earlier, and notwithstanding any breach on the part of the Seller.
29. 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.
30. 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.
31. Should the Purchaser fail to pay the purchase price, Vleissentraal Bloemfontein shall be entitled in its discretion to:
 - 31.1 claim from the Purchaser interest at the maximum interest rate from date of purchase until date of settlement; and/or
 - 31.2 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
 - 31.3 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
 - 31.4 recover any legal costs calculated at the Attorney/Client tariff as well as collection costs.
32. 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.
33. Game Auction Sales (Bomas): 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 bomas 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.