



TERMS AND CONDITIONS: SUPER GAME

This auction is conducted subject to AGRA Auction General Terms and Conditions, the below specific stated terms and conditions relating to GAME auctions and further subject to all stipulations made anywhere in the catalogue and/or announced by the Auctioneer, either at the commencement of or during the auction, whether the buyer is present at the time any such announcement is made.

1. Value added tax (VAT) is payable on all purchases of live game! **All bids are made exclusive of VAT, which will be added at the current rate of 15% to the price offered.**
2. Animals are offered on a per head basis, however the total number of animals in a lot is being offered and the buyer accepts that his/her bid will bind him/her to purchase all animals in the lot, at the average per head price as per the final bid made.
3. Only registered buyers may bid.
4. The auctioneer reserves the right to regulate the bidding and withdraw any lots or vary their order.
5. The seller and/or agent has the right to withdraw any lot before or after the auction, should it be necessary, due to unforeseen circumstances.
6. In the event of the seller withdrawing a lot(s) the purchase price concerned will be refunded to the buyer(s).
7. The auctioneer's venue roll of sale is final, and no dispute will be considered as to the correctness of the sale. A buyer will be required to sign a register as confirmation of the sale, upon conclusion of the bidding on a specific lot.
8. Any animals offered for sale on the day of the auction are subject to payment of commission by the seller, whether the animals are sold at the auction or thereafter as result of this auction.
9. The purchaser chooses his/her domicilium citandi et executandi as the address given on the signed buyer's card.
10. The buyer must obtain (at his/her cost) all necessary permits before animals can be loaded. This applies to both national requirements (e.g., for Blue and Black Wildebeest as well as Black-faced Impala) or those applicable for the export of game.
11. Animals supplied from outside the borders of Namibia (if any) will be subjected to the obtainment of the necessary cross border import permits.
12. **TRANSFER OF RISK**
 - 12.1 **Live Sale: The seller will bear the risk of the animals until the fall of the hammer, after which all risk transfers to the buyer. Boma fees will be applicable.** All live animals bought at the auction may be left in the boma for a period of five days, at the buyer's risk. If the buyer does not pay by Monday, 12 June 2023, a boma VAT exclusive daily charge of N\$180.00 per large animal and N\$90.00 per small animal will be levied. All boma fees, if applicable, must be paid in full before any animals will be loaded.
 - 12.2 **Catalogue Sale: The seller will ensure capture of the game by the game dealer and bears all risk in respect of the capture of the animals.** Super Game Dealers will transport the animals to the property of the buyer at the below mentioned transport rates. Transport for catalogue sales will be calculated from the capture site. Risk transfers to the buyer once the buyer or his representative or transporter signs the delivery note. The buyer will also have to arrange insurance if required for the transport of the animals. Super Game bears the risk of animals sold on Catalogue by Super Game, except in the instance of White Rhino. In the instance of a catalogue sale by a Guest Seller, the risk is carried by the Guest Seller until the animal is delivered alive and awake on the transport in which case the risk transfers to the Buyer. Super Game will transport all the animals.
 - 12.3 No other transporter than Super Game will be allowed to load animals at the boma site. **Boma fees** will be applicable the same as per clause 12.1 if payment is not received by 13 June 2023.
 - 12.4 Transport will be supplied by Super Game at the following rate N\$50/km for a big truck and N\$40/km for the small truck excluding VAT to the buyer. The Buyer (or a duly appointed representative of the Buyer) must receive the purchased animals at the delivery site and sign a delivery note confirming receipt of the animals. From this point onwards the animals will be **at the risk of the Buyer**, even if ownership has not been passed to the Buyer (due to conditions in Clause 10 not being met).
 - 12.5 Any transport offer made by Super Game on the day of the auction is not applicable to guest sellers. Transport is payable after delivery and will be invoiced on the day of delivery.
13. In the case of animals purchased per catalogue, any animal at delivery being found to be in poor condition, with debilitating injury or patent sign of disease must be noted and the points of concern stipulated on the delivery note. Should a specified animal die because of the concerns stipulated a written claim for refund of the purchase price or replacement of the animal must be directed to the seller and a copy sent to the seller within 7 (seven) days of delivery of the animal. A veterinary certificate specifying the nature of the cause of death, issued by an experienced wildlife veterinarian, must support such claim. All costs incurred in obtaining such certificate and for veterinary care and advice regarding the purchased animal will be borne by the buyer.
14. The buyer will have no claim against the seller or Auctioneer for damage to or loss of any tusk, rhino- or antelope horn and/or superficial injury that may occur during capture, holding, loading, transportation or offloading of animals.
15. **REFUNDS**
 - 15.1 If not all the animals purchased are delivered to the buyer within 3 (three) months (or otherwise stipulated) from the date of the auction, then the balance of the purchase price in respect of such undelivered animals, will be refunded to the buyer, **unless the parties have agreed otherwise amongst themselves, or a different delivery date has been stipulated in the auction catalogue** and informed AGRA in writing of the terms and conditions of such new agreement.
 - 15.2 Refunds due for undelivered animals will be paid from the AGRA account to the buyer. Should the balance of the purchase price to be refunded exceed the amount of the initial purchase price less the commission paid to the Auctioneer, the seller will be liable towards the buyer for such excess.
16. **IMPORT/EXPORT**
 - 16.1 When game is exported to South Africa, Botswana, Angola, and Zambia the risk transfers to the seller immediately after fall of the hammer.
 - 16.2 All game imported from South Africa requires a valid game proof fence registration from the Ministry of Environment, Tourism and Forestry.
 - 16.3 CITES export permits may take as long as 8 months to complete in the case where a valid game proof fence registration is in place.