

CONDITIONS OF SALE: SELLER

1. The Seller is conversant with and accepts the conditions under which the Auctioneers mentioned on the face of this document (hereinafter called the "Auctioneer") sells goods (including livestock) on behalf of the owners thereof, acknowledges that any of those conditions not restated in this document, shall nevertheless apply as if they have been reinstated in this document and also accepts the supplementary conditions herein mentioned.
2. All goods and/or livestock are sold by the Auctioneer on behalf of the Seller. The Seller declares that there are no encumbrances on such assets and that it is his property.
3. The Auctioneers will not be liable in any way whatsoever for any false description, particulars or defaults regarding the goods and/or livestock that is offered for sale or for any consequences of such description, particulars or defaults or for any statements or guarantees, whether given orally or in writing, explicit or tacit and regardless of the person giving such statement or guarantee.
4. Subject to the provisions of paragraph 11, supra the Seller shall bear the full risk and responsibility in respect of the goods and/or livestock up to and until the brand or mark of the Purchaser has been affixed on it, when the risk and responsibility will pass to the Purchaser. The Auctioneer will not be liable for any damage whatsoever caused to the goods and/or livestock.
5. The Auctioneer may in his own unfettered discretion allow discounts on any account according to its business policy.
6. Payments of the purchase price of the goods and/or livestock should be made in cash immediately following the auction. The Auctioneers, however, reserve the right to demand payment of the purchase price in cash immediately after the bid was closed on a Purchaser. Any amount not paid on the date of the auction in respect of any transaction will bear interest at a rate as determined by the Auctioneers from time to time, which interest rate the Purchaser accepts as binding on himself, calculated from the date of the auction to the date of payment. The Purchaser further accepts responsibility for and undertake to pay any costs incurred by the Auctioneer for collection of any amount that is not paid punctually on the date thereof, including tracing fees and legal costs on an attorney's and client scale, including collection charges. The Auctioneers will in their sole discretion be entitled to accept or reject payment tendered by cheque and to withhold delivery of any goods and/or livestock until a cheque tendered as payment of the purchase price has been cleared and paid by the bank of the drawer of that cheque.
7. The Purchaser will be liable for the payment of the purchase price of any goods and/or livestock in respect of which the bid was closed on him, notwithstanding any dispute between the Purchaser, Seller and/or Auctioneer in respect of such goods and/or livestock or any other matter. The Purchaser accepts and agrees that the Auctioneer will be entitled to take any action it may deem necessary to recover payment of the goods and/or livestock on accordance with the bid of the Purchaser and the Purchaser agrees that in such event he will be liable for payment of interest and costs in accordance with paragraph 5 infra. The Purchaser will not be entitled to withhold payment of any amount payable as a result of any bid that was closed on him for reasons of any dispute, action or defense which he may have against the Seller or the Auctioneers, nor may he institute any action against the Auctioneers in respect thereof.
8. By offering or bidding on any goods and/or livestock at an auction, the Seller and/or the Purchaser agree and accepts that he will be bound by the conditions of sale, terms and conditions as appear on any tax invoice or auction note, and any terms and conditions referred to in such documents as well as any terms and conditions that may be announced before or during any auction, and that it will be binding on him same as it would be if reduced to a single contract signed by all parties involved. No alteration, amendment or non-compliance with such terms and conditions will be binding on the Auctioneers unless reduced to writing and signed by or on behalf of the Auctioneers. The Auctioneers will be entitled to add, remove or alter any of the conditions of sale as may be necessary by way of notice before the auction or an announcement during the course of the auction, as it may deem fit, without any prior notice.
9. The Auctioneer's rights in terms of the conditions of sale will not in any way be prejudiced nor will it be regarded that the Auctioneer has waived such right or will be precluded from exercising such rights as a result of any lenience or extension of time granted to any Seller or Purchaser regarding any payment, condition of sale or any other agreement between them.
10. The person signed as authorized representative of the Buyer on the face of this document, acknowledges and accepts that in addition to the Buyer, he himself is also bound unconditionally in his personal capacity by the said conditions of sale and the supplementary provisions herein set out, and that any reference to the buyer in this document shall include him.
11. Unless the Buyer proves the contrary, the sale was concluded on the basis of net cash and voetstoots and all risks passed to him immediately at the time of sale, but he may not remove the goods without the consent of the Auctioneer (which consent may be withheld if the purchase price has not been paid in cash) and ownership shall not be passed to him before he has paid the full purchase price, plus interest, costs and damages, if applicable.
12. The necessary bank charges shall be added to any cheque, bill or promissory note which may be accepted by the Auctioneer in his discretion, and if any cheque, bill or promissory note is dishonoured, the full amount payable plus interest at the maximum rate permitted by Law, calculated from the date of sale to the date of full payment (both dates inclusive) as well as costs, damages and losses incurred or suffered by the Seller, the Auctioneer or a Cessionary, shall be payable immediately in cash, provided that if the maximum interest permitted by Law should be increased, such higher interest shall apply from the date of such increase.
13. If the Seller or the Auctioneer grants credit or agrees to deferred payment, the Buyer shall:
 - (a) pay the amount plus interest as agreed upon, strictly on the date or dates agreed upon, provided that, unless the Buyer proves the contrary, the interest rates referred to in clause 4 shall apply;
 - (b) if requested by the Seller or the Auctioneer to do so, within seven days of such request, furnish a formal deed of acknowledgment of debt in favour of the Seller or the Auctioneer as requested.
14. If the Buyer fails to comply with any of the conditions under which the goods were sold to him, the full purchase price shall, notwithstanding any credit arrangements be immediately payable in cash plus interest, costs, damages and losses as referred to in Clause 4, and the Seller, Auctioneer or Cessionary, as the case may be, shall in addition to any other rights which he possesses, have the right:
 - (a) to refuse delivery of the goods to the Buyer without prior notice to the Buyer;
 - (b) at the sole cost of the buyer to obtain an interdict against him and/or any other person to prevent alienation, hypothecation or transfer of the goods and judgement against him and/or any other person for the return of the goods;
 - (c) if the goods have already been removed by or on behalf of the Buyer to summarily repossess the goods, which shall entitle the Seller, the Auctioneer or the Cessionary, as the case may be, to repossess the said goods without let or hindrance, to which the buyer expressly agrees;
 - (d) to resell goods in respect of which delivery has been refused or which have been repossessed, by public auction or otherwise without prior notice to the Buyer and without the prior acquiescence of the Buyer at prices which shall be deemed to be actual value of the goods at the time of resale, any loss thereon to be for the account of the Buyer; Provided that the Buyer shall be further liable for all costs, including costs in connection with the collection of the purchase price, damages and losses arising from the aforesaid circumstances and from any action on the part of the buyer which is calculated to hinder or obstruct the Seller, the Auctioneer or the Cessionary, as the case may be, in the exercise of his rights, for commission of the sale of the goods if the goods are resold, and for interest reckoned at the rates referred to in Clause 4 on the amount representing such costs, damages, losses and commission as aforesaid, from the date on which the liability to pay every such amount is incurred to the date of full payment of each such amount (both dates inclusive); provided further that a statement furnished by the Seller, the Auctioneer or Cessionary, as the case may be, shall be prima facie proof of the amounts and interest owing as aforesaid.
15. The Buyer hereby agrees that in the event of any action being instituted against him based on the sale of the goods to him, he will also pay costs of the Seller and/or the Auctioneer, as between Attorney and client including collection charges.
16. The buyer hereby expressly agrees in terms of Section 45 of the Magistrate's Court's Act (No. 32 of 1944) as amended, that the Magistrate's Court having jurisdiction over his person shall have jurisdiction in any action arising from the sale of goods to him, irrespectively of the nature thereof of the amount involved.
17. The Buyer hereby expressly renounces any rights, protection or indemnity which he may have in terms of the aforesaid Magistrate's Court's Act and the Agricultural Credit Act (No. 28 of 1966) as amended, with which he is conversant.
18. The Buyer and, if applicable, his authorized representative who signed the declaration on the face of this document, agrees that the residential address of the Buyer furnished on the face of this document shall be domicilium citandi et executandi of the Buyer and such representative.
19. The contents of the auction roll of the Auctioneer will constitute prima facie evidence of the transaction entered and will be binding on the Seller and the Buyer. A certificate issued by the Auctioneer in accordance with the transaction in the auction roll will be prima facie evidence as to a specific transaction and the amounts owing by the Purchaser to the Seller.

CESSION OF RIGHTS OR ON BEHALF OF THE OWNER: If the Auctioneer mentioned on the face of this document pays the purchase price in respect of the goods mentioned there to the Seller, then the Seller cedes to the Auctioneer all the rights, title and interest of the Seller in and to the said goods as well as his right of repossession of the said goods to the Auctioneer.

DECLARATION BY BUYER OR OTHER COMPETENT PERSON ON BEHALF OF BUYER

1. The Buyer is conversant with and accepts the conditions under which the Auctioneers mentioned on the face of this document (hereinafter called the "Auctioneer") sells goods (including livestock) on behalf of the owners thereof, acknowledges that any of those conditions not restated in this document, shall nevertheless apply as if they have been reinstated in this document and also accepts the supplementary conditions herein mentioned.
2. All goods and/or livestock are sold by the Auctioneer on behalf of the Seller. The Seller declares that there are no encumbrances on such assets and that it is his property.
3. The Auctioneers will not be liable in any way whatsoever for any false description, particulars or defaults regarding the goods and/or livestock that is offered for sale or for any consequences of such description, particulars or defaults or for any statements or guarantees, whether given orally or in writing, explicit or tacit and regardless of the person giving such statement or guarantee.
4. Subject to the provisions of paragraph 11, supra the Seller shall bear the full risk and responsibility in respect of the goods and/or livestock up to and until the brand or mark of the Purchaser has been affixed on it, when the risk and responsibility will pass to the Purchaser. The Auctioneer will not be liable for any damage whatsoever caused to the goods and/or livestock.
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8. By offering or bidding on any goods and/or livestock at an auction, the Seller and/or the Purchaser agree and accepts that he will be bound by the conditions of sale, terms and conditions as appear on any tax invoice or auction note, and any terms and conditions referred to in such documents as well as any terms and conditions that may be announced before or during any auction, and that it will be binding on him same as it would be if reduced to a single contract signed by all parties involved. No alteration, amendment or non-compliance with such terms and conditions will be binding on the Auctioneers unless reduced to writing and signed by or on behalf of the Auctioneers. The Auctioneers will be entitled to add, remove or alter any of the conditions of sale as may be necessary by way of notice before the auction or an announcement during the course of the auction, as it may deem fit, without any prior notice.
9. The Auctioneer's rights in terms of the conditions of sale will not in any way be prejudiced nor will it be regarded that the Auctioneer has waived such right or will be precluded from exercising such rights as a result of any lenience or extension of time granted to any Seller or Purchaser regarding any payment, condition of sale or any other agreement between them.
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 - (b) if requested by the Seller or the Auctioneer to do so, within seven days of such request, furnish a formal deed of acknowledgment of debt in favour of the Seller or the Auctioneer as requested.
14. If the Buyer fails to comply with any of the conditions under which the goods were sold to him, the full purchase price shall, notwithstanding any credit arrangements be immediately payable in cash plus interest, costs, damages and losses as referred to in Clause 4, and the Seller, Auctioneer or Cessionary, as the case may be, shall in addition to any other rights which he possesses, have the right:
 - (a) to refuse delivery of the goods to the Buyer without prior notice to the Buyer;
 - (b) at the sole cost of the buyer to obtain an interdict against him and/or any other person to prevent alienation, hypothecation or transfer of the goods and judgement against him and/or any other person for the return of the goods;
 - (c) if the goods have already been removed by or on behalf of the Buyer to summarily repossess the goods, which shall entitle the Seller, the Auctioneer or the Cessionary, as the case may be, to repossess the said goods without let or hindrance, to which the buyer expressly agrees;
 - (d) to resell goods in respect of which delivery has been refused or which have been repossessed, by public auction or otherwise without prior notice to the Buyer and without the prior acquiescence of the Buyer at prices which shall be deemed to be actual value of the goods at the time of resale, any loss thereon to be for the account of the Buyer; Provided that the Buyer shall be further liable for all costs, including costs in connection with the collection of the purchase price, damages and losses arising from the aforesaid circumstances and from any action on the part of the buyer which is calculated to hinder or obstruct the Seller, the Auctioneer or the Cessionary, as the case may be, in the exercise of his rights, for commission of the sale of the goods if the goods are resold, and for interest reckoned at the rates referred to in Clause 4 on the amount representing such costs, damages, losses and commission as aforesaid, from the date on which the liability to pay every such amount is incurred to the date of full payment of each such amount (both dates inclusive); provided further that a statement furnished by the Seller, the Auctioneer or Cessionary, as the case may be, shall be prima facie proof of the amounts and interest owing as aforesaid.
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