

VOORWAARDES TEN OPSIGTE VAN KOPERS:**VERKLARING DEUR OF NAMENS DIE KOPER**

1. Die KOPER erken dat KAAROO-OCHE (die AFSLAER) se verkoopsvoorwaardes wat van toepassing is op openbare veilings deur hom gehou, van toepassing is op die aankoop van die GOEDERE op die keersy hiervan en dat daardie voorwaardes op hom bindend is asof dit hierin herhaal is, met dien verstande dat niks hierin vervat enige afbreuk doen aan enige verpligtinge wat hy mag hê uit hoofde van 'n KOPERSOOREENKOMS wat met die AFSLAER aangegaan is nie.

2. Die KOPER erken dat hy die GOEDERE op die keersy hiervan uiteengesit, ontvang het, dat dit die GOEDERE is wat hy inderdaad gekoop het en dat hy in alle opsigte tevrede is met die toestand en gehalte daarvan en dat dit geskik is vir die doel waarvoor hy dit gekoop het.

3. Indien die KOPER 'n regs persoon is waarvan die ondertekenaar van hierdie faktuur 'n direkteur, aandeelhouer of lid is, verbind die ondertekenaar hom deur en by die ondertekening van die faktuur teenoor die AFSALAER as borg en mede-hoofskuldenaar in solidum met afstanddoening van die regseksepsie, ordinis seu excussionis et divisionis vir die behoorlike nakoming van al die KOPER se verpligtinge tot betaling van die bedrag in hierdie faktuur vermeld, tesame met enige rente wat daarop verskuldig mag wees.

4. Rente teen 4% bo Standard Bank Primakoers sal gehef word op rekenings wat nie dag van die veiling ten volle vereffen is nie.

5. Kopers en Verkopers stem vir doeleindes van enige regsdinge wat uit die koop of die verkoop van diere voorspruit toe tot die jurisduksie van die Landdroshof. Die Afslaer sal egter oor die diskresie beskik om aksie in die Hooggeregshof in te stel in welke geval die Koper of Verkoper se toestemming tot Landdroshof jurisduksie nie beskou sal word as 'n grond vir die beperkig van die Afslaer se reg om regskoste te verhaal ooreenkomstig die Hooggeregshof se tariewe nie.

Kopers en Verkopers aanvaar aanspreeklikheid vir betaling van regskostes op 'n skaal van proukureur en eie kliënt vir doeleides van enige regsdinge wat mag voorspruit uit die koop of verkoop van diere.

Die ondergetekende verbind die koper van die bogenoemde GOEDERE tot:

- die voorwaardes op die keersy hiervan

- 'n ooreenkoms met die AFSLAER dat enige uitstaande bedrag op hierdie faktuur rente sal dra teen die prima rentekoers van die Standard Bank van SA Bpk. Plus 4% (vier persent) welke rente maandeliks gekapitaliseer sal word.

Die gevolgmagtigde waarborg dat hy magtiging het om namens die KOPER die bogenoemde GOEDERE te koop, hierdie faktuur te teken en die KOPER te verbind aan die voorwaardes op die keersy hiervan by gebreke aan welke magtiging hy persoonlik aanspreeklik sal wees om die koopprys van die goedere op navraag aan KAROO-OCHSE te betaal en die gebonde sal wees aan alle voorwaardes wat op die KOPER bindend sou wees asof hyself die KOPER is.

CONDITIONS APPLICABLE TO BUYERS:**DECLARATION BY OR ON BEHALF OF THE PURCHASER**

1. The PURCHASER acknowledges that the CONDITIONS OF SALE of KAROO-OCHSE (the AUCTIONEER) as applicable to public auctions held by it, shall be applicable to the purchase of the GOODS on the reverse hereof and that such conditions shall be binding on him as though repeated herein, provided that nothing contained herein shall in any way prejudice any obligations he may have in terms of a PURCHASER'S AGREEMENT entered into with the AUCTIONEER.

2. The PURCHASER acknowledges that he has received the GOODS described on the reverse hereof, that these are the GOODS he did indeed buy and that he is satisfied on all accounts with the condition and quality thereof and that they are suitable for the purpose for which he bought them.

3. If the PURCHASER should be a judicial body of which the signatory of this invoice is a director, shareholder or member, the signatory binds himself by and through signing the invoice to the AUCTIONEER as guarantor and joint principal debtor in solidum with waiver of the legal exceptions ordinis seu excussionis et divisionis for the proper compliance with all the obligations for payment of the amount stated in this invoice, together with any interest which may be due thereon.

4. Interest at 4% above Standard Bank's Prime Rate will be levied on accounts not fully paid for on date of auction.

5. Buyers and Sellers agree for the purposes of any court cases that may arise from the buying and selling of animals to the jurisdiction of the Magisterial district. The Auctioneer will have the discretion of taking the case to the High Court in which case the Buyer or Seller's agreement to Magisterial Jurisdiction will not be perceived as grounds for inhibiting the auctioneer of recovering legal costs in accordance with the tariffs of the High Court.

Buyers and Sellers accept liability for payment of legal costs based on a scale of attorney and own client costs for purposes of any lawsuit that may result from the buying and selling of animals.

The undersigned, bind the purchaser of the aforementioned GOODS to:

- the conditions on the reverse thereof

- an agreement with the AUCTIONEER that any outstanding amount on this invoice shall bear interest at the prime interest rate of the Standard Bank of SA Ltd plus 4% (four percentum) which interest shall be capitalized monthly.

The authorized representative certifies that he has authorization to buy the GOODS on behalf of the PURCHASER, to sign this invoice and to bind the PURCHASER to the conditions on the reverse side hereof, failing which authorization he shall be personally responsible for payment of the purchase price of the GOODS to KAROO-OCHSE on request and shall be bound by all conditions which would have been binding on the PURCHASER as though he himself were the PURCHASER.

VOORWAARDES TEN OPSIGTE VAN VERKOPERS:**VERKLARING DEUR OF NAMENS DIE VERKOPER**

Die VERKOPER verklaar en erken dat

1. Die inskrywings hierbo gemaak korrek is;

2. Die GOEDERE hierbo vermeld deur hom vir verkoop op die veiling aangebied is, dat dit verkoop is teen die pryse hierbo vermeld en dat hy die pryse aanvaar as korrek in elke opsig.

3. Die GOEDERE hierbo vermeld die enigste goedere is wat hy op die veiling verkoop het; en

4. GOEDERE wat hy na die veiling gebring het wat nie verkoop is nie, deur hom verwyder is of sal word op sy eie koste en risiko, en dat hy geen aanspraak van watter aard hoegenaamd ookal teen die AFSLAER het vir betaling van enige bedrag ten opsigte van of in verband met die GOEDERE nie.

5. Die VERKOPER erken dat die goedere soos hierbo uiteengesit sy wettige eiendom is.

6. Indien hy die BTW van die Afslaer ontvang het, moet hy wel vir die doel geregistreer wees.

CONDITIONS APPLICABLE TO SELLERS:**DECLARATION BY OR ON BEHALF OF THE SELLER**

The SELLER declares and acknowledges that

1. The above-mentioned entries are correct;

2. The GOODS specified above were offered by him for sale at the auction, that it is indeed the sale at the prices stated herein and that he accepts the prices as correct in every respect;

3. The GOODS above are the only GOODS that he sold at the auction;

4. GOODS which he brought to the auction and which were not sold, have been removed by him or will be removed at his own cost and risk and the seller has no claim whatsoever against the AUCTIONEER for payment of any amount regarding or in respect of the GOODS.

5. The PURCHASER acknowledges that the goods described as above being his lawful property.

6. If he had received the VAT from the Auctioneer, he must be registered for the purpose.