

VOORWAARDES TEN OPSIGTE VAN KOPERS:

VERKLARING DEUR OF NAMENS DIE KOPER

1. Die KOPER erken dat KROON VEE (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 die gehalte daarvan, en dat dit geskik is vir die doel waarvoor hy dit gekoop het.

3. Indien die KOPER 'n regspersoon is waarvan die ondertekenaar van hierdie faktuur 'n Direkteur, Aandeelhouer, Lid, Agent of Trustee is, verbind die ondertekenaar hom deur en by die ondertekening van die faktuur teenoor die AFSLAER as borg en mede-hoofskuldenaar in solidum met afstanddoening van die regseksepies, 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 Standard Bank primakoers plus 5% per maand maandeliks saamgestel en sal bereken word op rekenings wat nie die dag van die veiling ten volle vereffen is nie.

5. KOPERS en VERKOPERS stem vir doeleinades van enige regsgedinge wat uit die koop of die verkoop van diere voortspruit toe tot die jurisdiksie van die Landdroshof. Die AFSLAER sal egter oor die diskresie beskik om aksie in die Hooggereghof in te stel in welke geval die KOPER of VERKOPER se toestemming tot Landdroshof jurisdiksie nie beskou sal word as 'n grond vir die beperking van die AFSLAER se reg om regskoste te verhaal ooreenkomsdig die Hooggereghof se tariewe nie.

6. KOPERS en VERKOPERS aanvaar aanspreeklikheid vir betaling van regskostes op 'n skaal van prokureur en eie kliënt vir doeleinades van enige regsgedinge wat mag voortspruit uit die koop of verkoop van diere.

7. 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 5% (vyf persent) per maand - welke rente maandeliks gekapitaliseer sal word.

Die gevoldmagtigde waarborg dat hy magtig 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 KROON VEE te betaal en gebonde sal wees aan alle voorwaardes wat op die KOPER bindend sou wees asof hyself die KOPER is.

8. Geen diere sal gelaai word voordat alles nie ten volle betaal is of 'n regsgeldige ooreenkoms geteken is deur beide partye.

9. Die volle risiko gaan oor na die koper sodra die bod toegeslaan is.

CONDITIONS APPLICABLE TO BUYERS:

DECLARATION BY ON OR BEHALF OF THE PURCHASER

1. The PURCHASER acknowledges that the conditions of sale of KROON VEE (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 acknowledge 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, Member, Agent or Trustee, 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 Standard Bank's prime rate plus 5% per month, monthly compiled and calculated will be levied on accounts not fully paid for on date of auction.

5. BUYERS en 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.

6. 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 form the buying and selling of animals.

7. The undersigned bind the PURCHASER of the above mentioned GOODS to:

- the conditions on the reverse there of
- an agreement with the AUCTIONEER that any outstanding amount on the invoice shall bear interest at the prime interest rate of the Standard Bank of SA Ltd plus 5% (five percent) 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 thereof, failing which authorized he shall be personally responsible for payment of the purchase price of the GOODS to KROON VEE on request, and shall be bound by all conditions which would have been binding on the PURCHASER as though he himself were the PURCHASER.

8. No animals will be loaded until all expenses have been paid in full or a legal agreement has been signed by both parties.

9. All risk will go to the buyer at the closing of the bid.