

Special Conditions of the Auction Highlighted

1. The auction is under the control of the Auctioneers who will decide how the bidding will take place.
2. The Sale by auction is subject to a reserve price, unless specifically stated to the contrary by the auctioneer.
3. No animals will be loaded until full payment has been received for said animals.
4. The Auctioneers or any of their representatives will not accept any liability for any withdrawal of game, statements or guarantees, which may be given verbally by its officials.
5. Every bid is irrevocable and the Auctioneers retain the sole right to: reject any bid, indicate the highest bidder, change the order of the sale, suspend the auction during its course, declare a sale null and void in case of dispute and to put up the animals for resale.
6. The Buyer shall not be entitled to withhold payment of the purchase price as a result of any possible or pending claim that he/she may have against the Seller on the grounds of misrepresentation or for any other reason whatsoever.
7. Under no circumstances, can a Buyer who is also a Seller, and who has sold animals on the same auction, withhold payment as a contra against his purchases.
8. Buyers must register prior to the commencement of the auction.
9. If a registered Buyer allows another person to buy on his/her buyer's card, the registered Buyer shall be liable for payment of such purchases.
10. Any bona fide error committed by the Auctioneer before, during or after the auction does not bind the Seller and can be rectified immediately.
11. A person who is acting as an agent for a bidder must notify the auctioneer of this status prior to the commencement of the sale. This is also applicable to any person acting as an agent for a foreign bidder who is not normally resident in the R.S.A. and will have to settle the account in foreign currency.
12. Although no guarantee can be given that specific requests to bid can be complied with, Buyers can give bidding instructions to staff prior to the sale.
13. Persons who enter the auction site do so at their own responsibility and risk.
14. The Auctioneer can, without prior notice, add to, reduce or alter these conditions by making announcements before or during the auction.
15. The details contained herein are intended only as a guide to prospective purchasers who in their own interest should verify all statements, information, etc given.

16. Buyers must make sure that they are satisfied with what they are bidding on.
17. Insurance must be arranged by the buyer. The Auctioneer may assist in this regard, if specifically requested in writing by the buyer. The ultimate obligation to insure the game purchased shall vest with the buyer, unless the Auctioneer has accepted a written instruction to arrange the insurance.
18. All game sold as family groups are mixed sexes and ages. Family groups will consist of more females than males unless otherwise specified.
19. PLEASE NOTE that bids are PER ANIMAL and not per lot! Buyers bid per animal to take the whole lot unless otherwise specified.
20. In the case of Boma animals, all game shall, immediately after the bid is knocked down, be considered as delivered to the Buyer and as such the risk passes to the Buyer. Upon acceptance of a bid, regardless of whether it is the highest and subject to reserve placed on the game by the seller, sale of the animals takes place and the entire risk thereof passes to the Buyer for the animals purchased.
21. The Buyer shall, prior to the sale, ascertain whether there are any defects in the game and any bid by a Buyer shall be considered as acceptance of the game in their condition at the time of the sale. Drugs, which may have been used to sedate animals, may have worn off at the time of purchase.
22. In the case of Catalogue animals, all risk will pass to the buyer once the animals are loaded onto the transport vehicle.
23. It is the Buyers responsibility to arrange the necessary permits and transport of the animals. Transport is available on the day of sale. Buyers should be able to accept delivery on short notice and must be available at all times.
24. The party, who is, in accordance with such law, regulation or proclamation, liable for the payment thereof, shall pay any VAT or levy payable in terms of any law, regulation or proclamation. The Buyer is responsible for the payment of VAT where applicable.
25. All payment is to take place via means of EFT, or by a bank guaranteed cheque payable immediately after the sale.
26. If payment by cheque is accepted, in the sole and absolute discretion of the Auctioneer, it takes place subject to payment thereof, and right of ownership of the animals shall pass to the Buyer only when the banker meets the cheque, and it does not constitute a novation of any cause of action pursuant to the provisions hereof.
27. The invoice issued between the Auctioneer and the Buyer will reflect the actual sale as decided by the auctioneers hammer.
28. **THE AUCTIONEERS CONDITIONS ARE BINDING**