

Ottershaw

19th Production Sale OTTERSHAW-WESTMINSTER **9 AUGUST 2023 at 11:00**





20 Registered Heifers 30 Registered Bulls -Certified in Calf

FOR MORE INFORMATION CONTACT:

Arthur Gilbert - 082 578 0801 <u> Jaco Pienaar - 082 782 8492</u>





www.ottershawbeefmasters.com





GPS: 29 12' 57" S, 27 09' 19" E | Free Delivery by Arrangement with Sellers

Conditions of Sale: Strictly cash or bank guaranteed cheques on day of auction. Internet facilities available. 1% Cash handling fee. Offer subject to change. Ottershaw is geleë tussen Ladybrand en Bloemfontein naby die N8 100 km vanaf Bloemfontein en 40 km vanaf Ladybrand. Volg padaanwysings vanaf die Westminster kruispad



All the usual inoculations which are necessary in our area are done in the herd

The bulls were fertility tested and sheath washed, and the females pregnancy diagnosed

by Dr Marthie Kleynhans & Dr TJ Boshoff



welcome you to our 19th Annual Beefmaster Sale

We hope you enjoy the day with us

Arthur & Rose Gilbert

Dan & Ann Burnett

We would like to thank our sponsors:

Godfrey Korb Brokers

OVK

Voermol

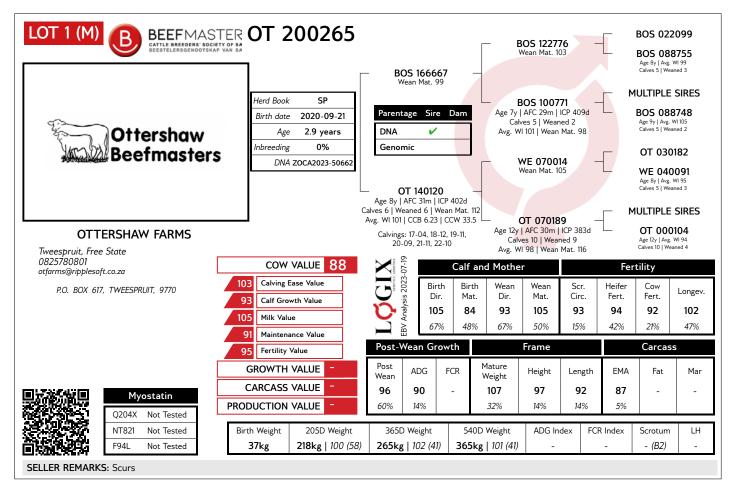
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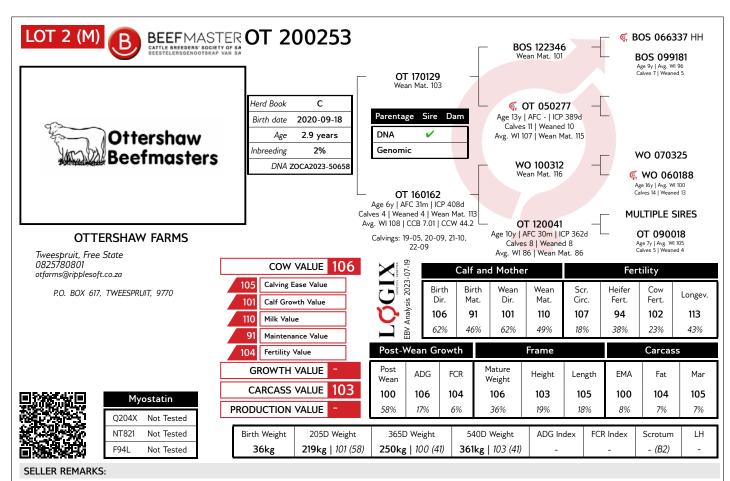
FNB

		Su	mma	ry OTTE	RSH	AW B	EEFN	//AST	ERS S	SALE BUI	LS	0	9-Aug-23	}	
												Dan	 n		
Lot	ID No	Reg.	Cont	Birth	Birth	Wean	Year	18 m	Scrot.	Sire	ID No	_	Av 205 D	Av Calf	Domonto
No.	ID No.	No.	Sect.	Date	Mass	Index	Index	Index	Circ.	ID No.	ID No.	Calves	Index	Interval	Remarks
1	OT200265	90841701	SP	21-Sep-20	37	100	102	101	42	BOS166667	OT140120	8/6	101	402	Scurs
2	OT200253	91058560	С	18-Sep-20	36	101	100	103	42	OT170129	OT160162	6/4	108	408	
3	OT200114	90725557	SP	15-Jul-20	40	107		96	40	FCK140067	OT170175	4/2	107	426	
4	OT200209	90841503	С	02-Sep-20	32	109	102	104	34	HU130140	OT100025	12.5 / 11	103	363	Elite Gold dam
5	OT200122	90725615	SP	18-Jul-20	38	101		108	42	HU140203	OT170140	4/2	96	424	
6	OT200249	91058479	С	17-Sep-20	41	97	94	99	45	BOS100447	OT160006	6.5 / 5	102	421	
7	OT200275	91058925	SP	24-Sep-20	40	93	99	97	40	OT170232	OT150204	5/3	98	451	Used in herd
8	OT200128	90725672	С	20-Jul-20	42	92		109	42	GH140020	OT170278	5/3	93	410	Scurs, used
9	OT200286	90841784	SP	28-Sep-20	38	102	102	103	40	HU130140	OT140142	8/6	103	408	Scurs
10	OT210032		Com	14-Mar-21	39				36	BOS166667	OT160126	6.5 / 5		372	
11	OT200115	90725540	SP	15-Jul-20	28	95		99	39	HU140203	OT170136	5/3	93	406	
12	OT200254	91058552	SP	18-Sep-20	33	107	100	109	42	OT170232	OT150185	5/3	106	458	Polled
13	OT200308	91059170	С	12-Oct-20	44	122	108	105	43	BOS166667	OT100234	11 / 9	103	390	Scurs
14	OT200219	91058420	С	07-Sep-20	30	106	105	108	41	OT170167	OT160013	4.5 / 3	106	366	
15	OT200289		Com	29-Sep-20	42				36	BOS166667	OT090246	11 / 9		390	Polled
16	OT200303	91059147	С	09-Oct-20	38	105	93	97	39	BOS166667	OT120003	10.5 / 9	92	366	Polled
17	OT210039	91700575	SP	25-Mar-21	34	106		107	37	BOS166667	OT160168	5.5 / 4	111	366	
18	OT200262	91058909	С	21-Sep-20	42	108	105	107	43	OT170119	OT160227	6/4	111	441	
19	OT200215	90841529	SP	05-Sep-20	32	99	100	99	39	OT100170	OT140123	8/6	96	397	
20	OT200203	90731191	SP	22-Aug-20	43	108	107	108	39	OT100170	OT140137	8 / 6	103	405	
21	OT200288	90841800	SP	29-Sep-20	33	102	98	98	37	OT100170	OT110150	9/7	93	397	Scurs
22	OT200276	91058917	С	25-Sep-20	36	97	97	93	38	OT170129	OT160223	4/2	96	560	
23	OT200293	91059030	С	01-Oct-20	35	109	96	99	42	OT170129	OT160198	4/2	100	558	
24	OT210031	91700583	С	13-Mar-21	39	108		96	38	SCH150190	OT180150	4/2	126	563	Scurs
25	OT200270	90841735	SP	22-Sep-20	38	95	98	97	44	HU130140	OT090102	13 / 11	96	388	
26	OT200320		Com	22-Oct-20	40				46	BOS166667	OT120027	9.5 / 8		370	
27	OT200218	91058461	SP	06-Sep-20	36	99	99	104	43	BOS100447		4/2	99	418	
		1.130.01		24 - 5P 2 0	- 55	- 55	- 55					.,_	- 50		



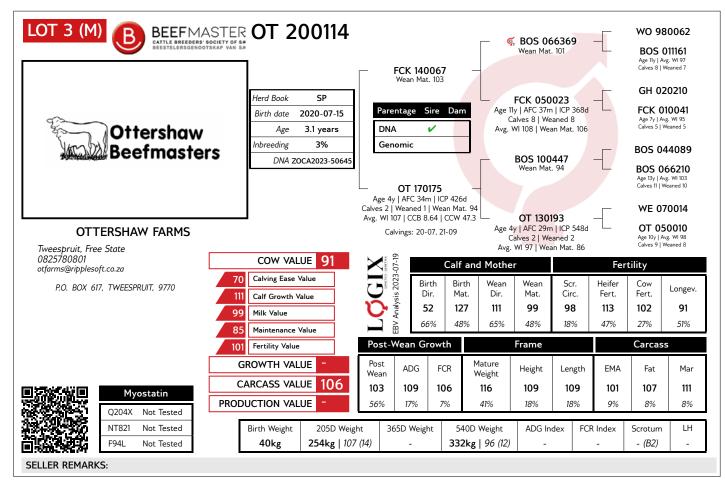


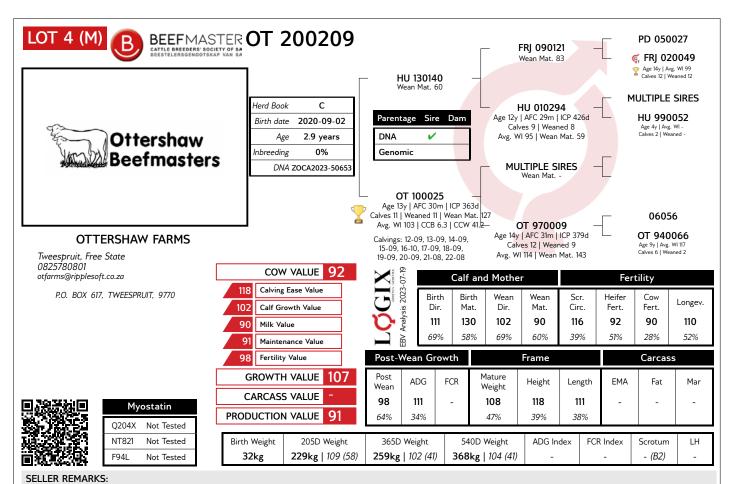






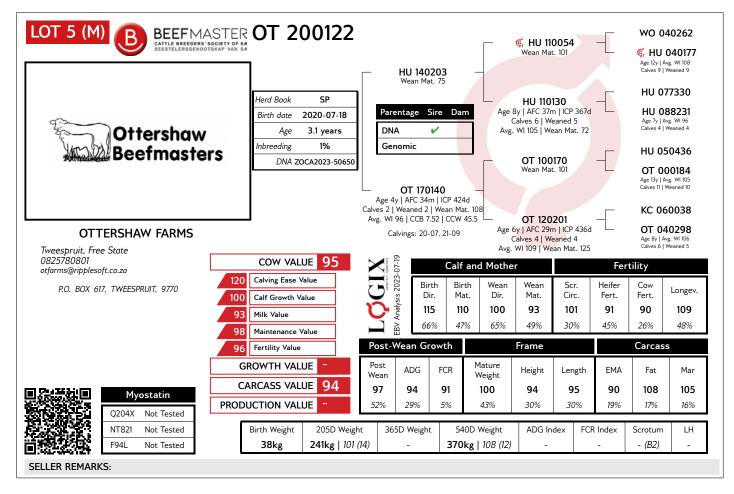


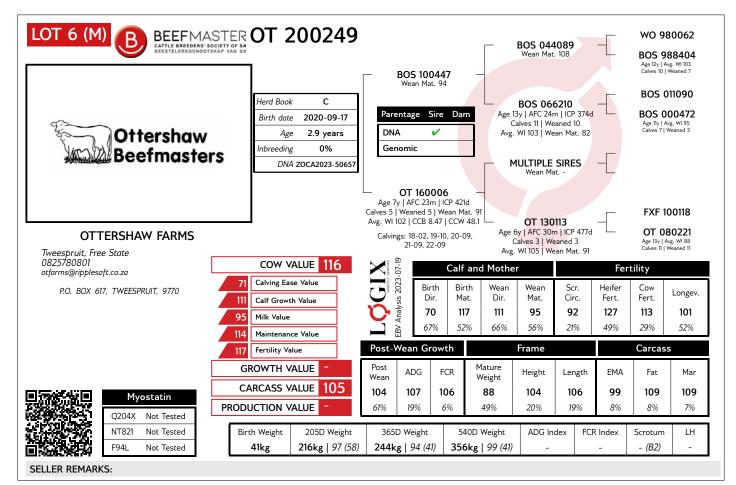






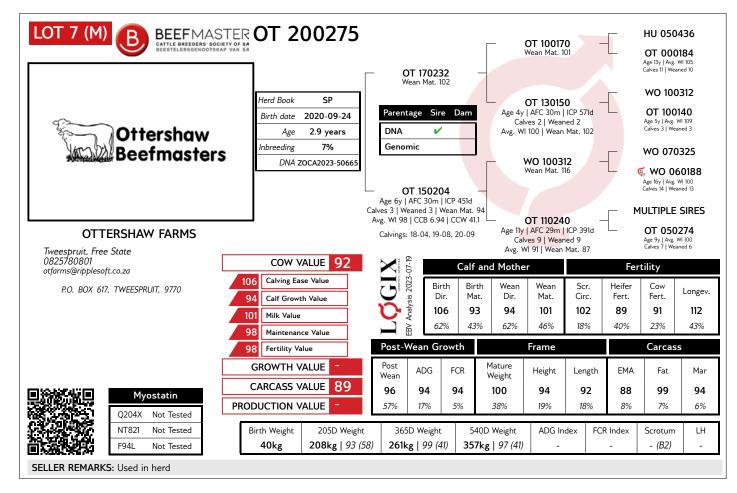


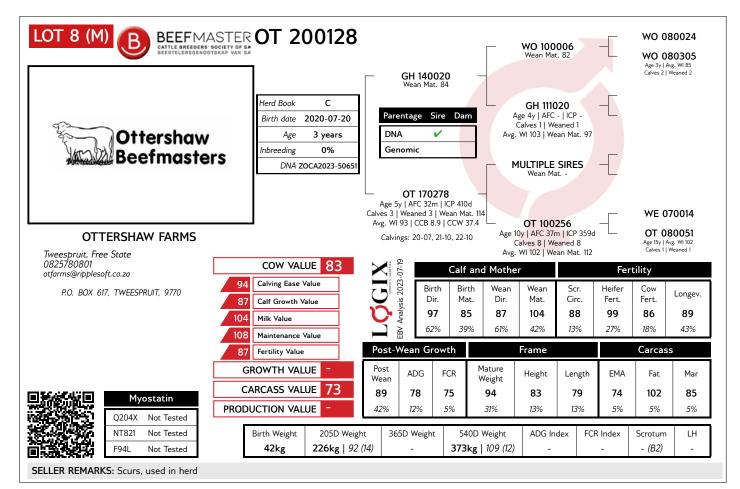




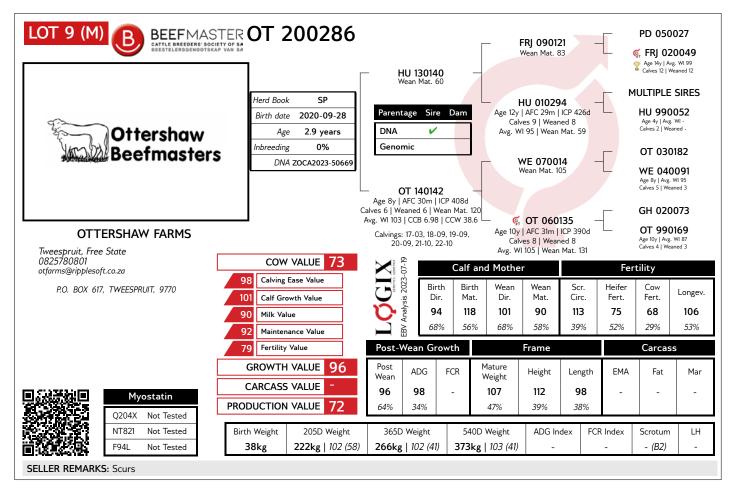


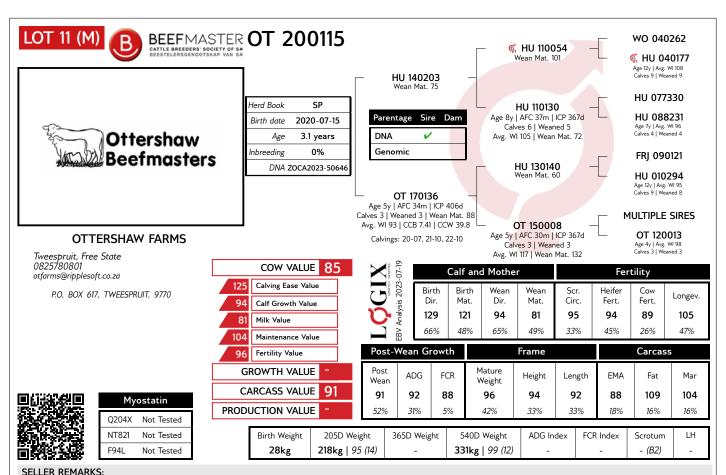






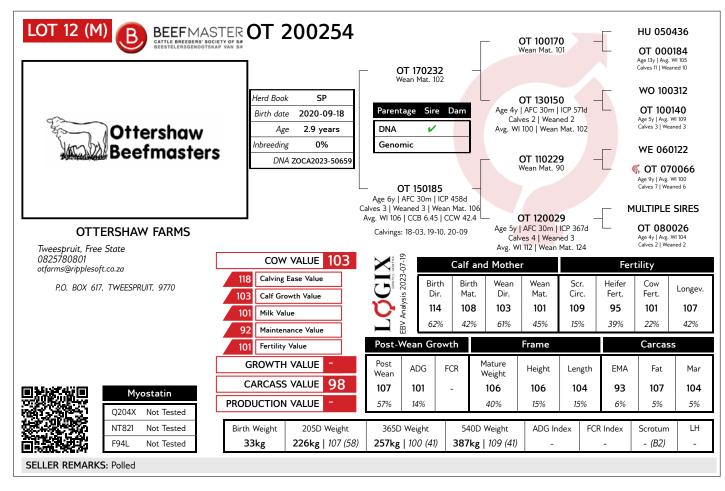


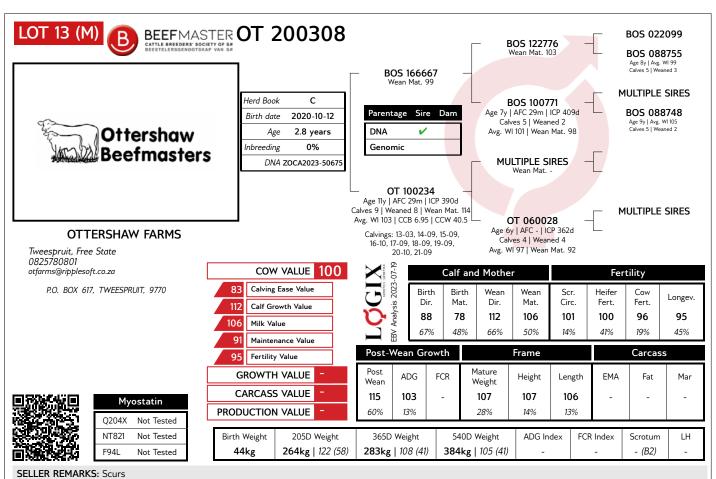




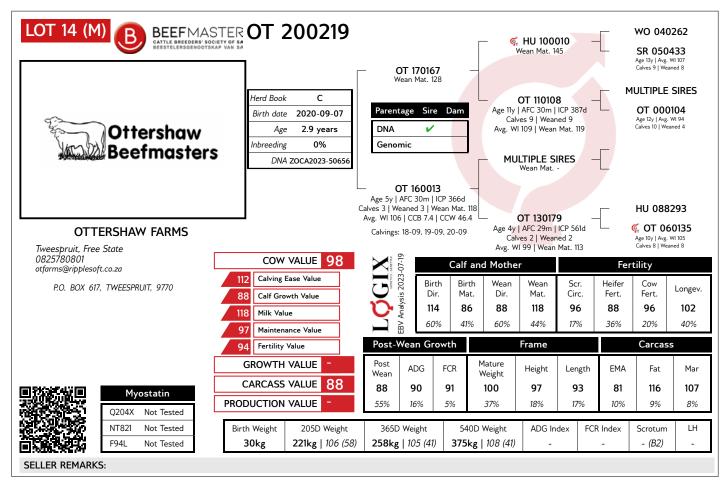


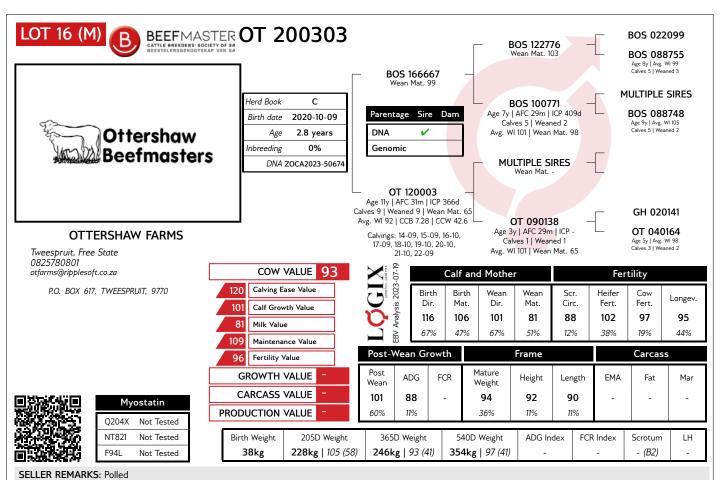






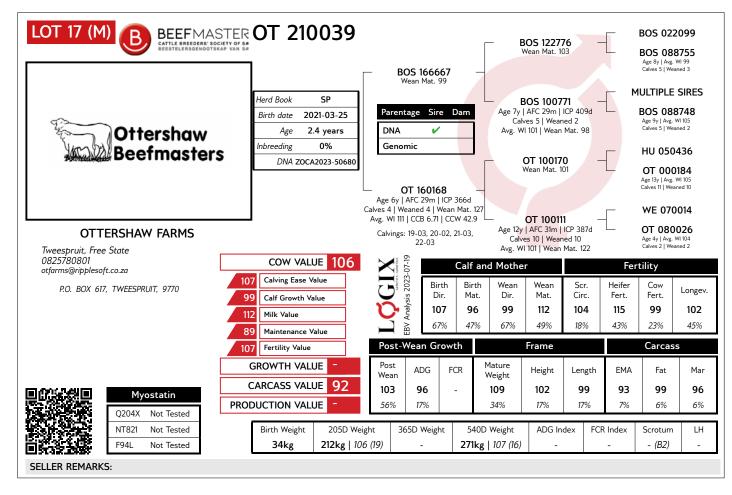


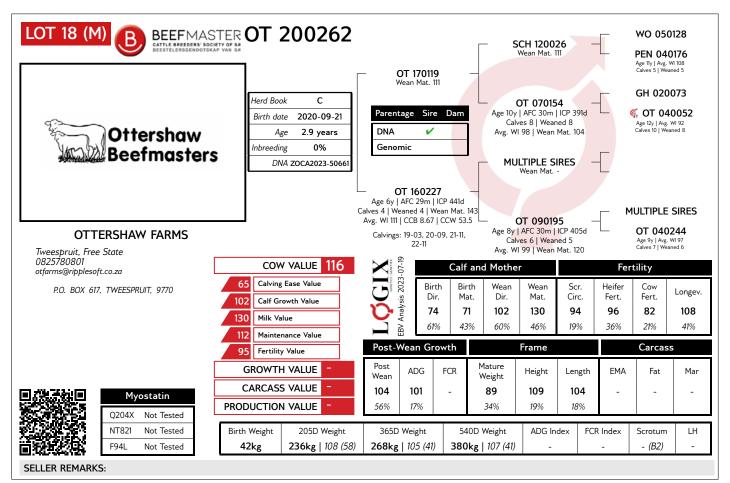




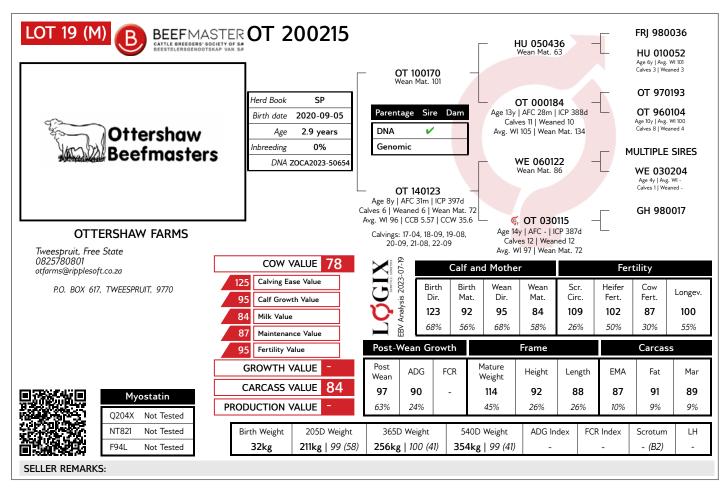


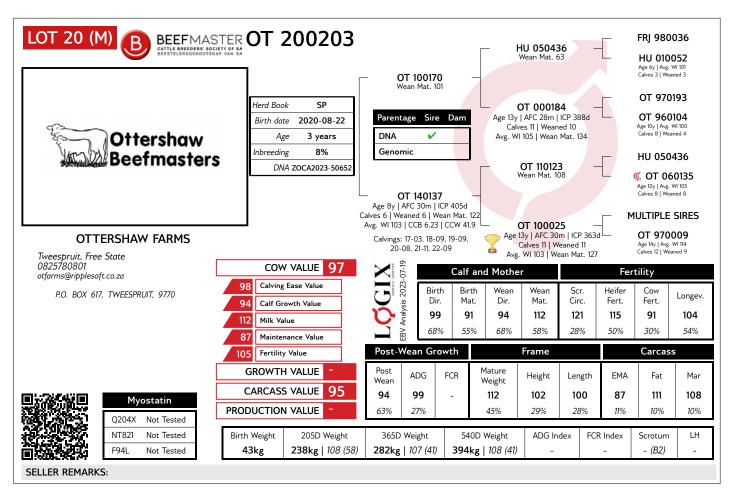






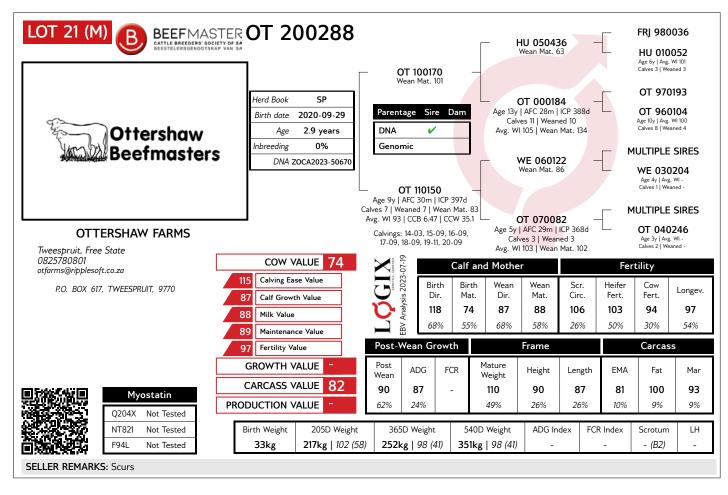


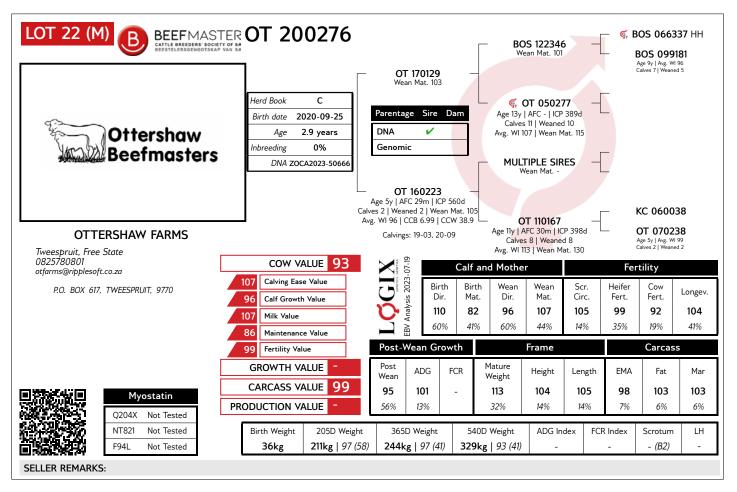






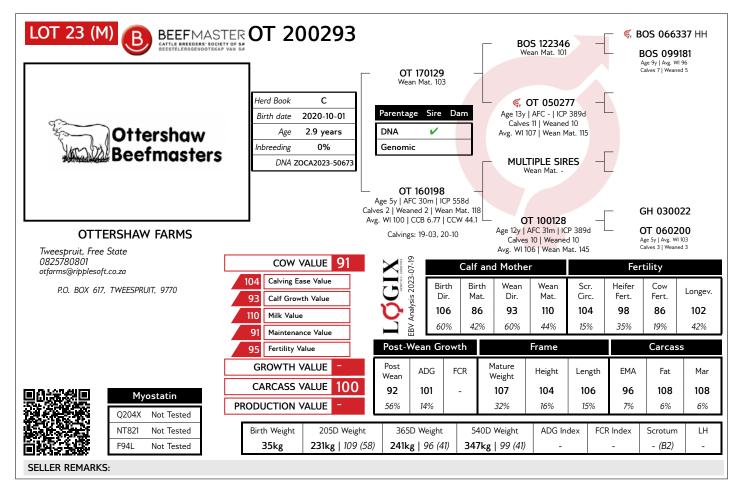


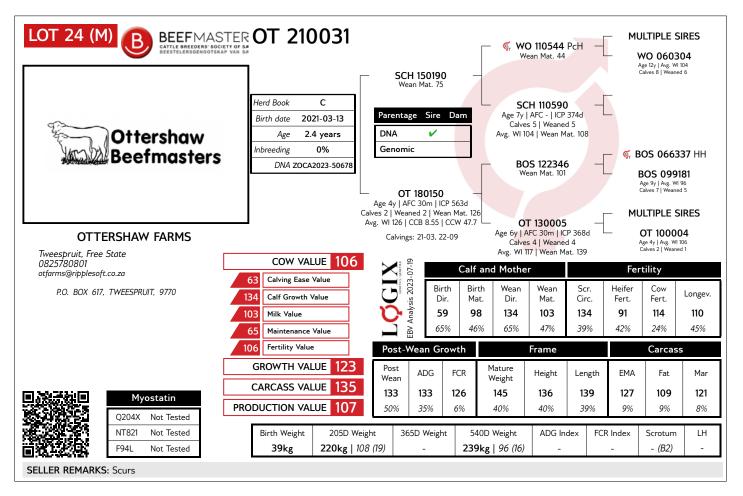




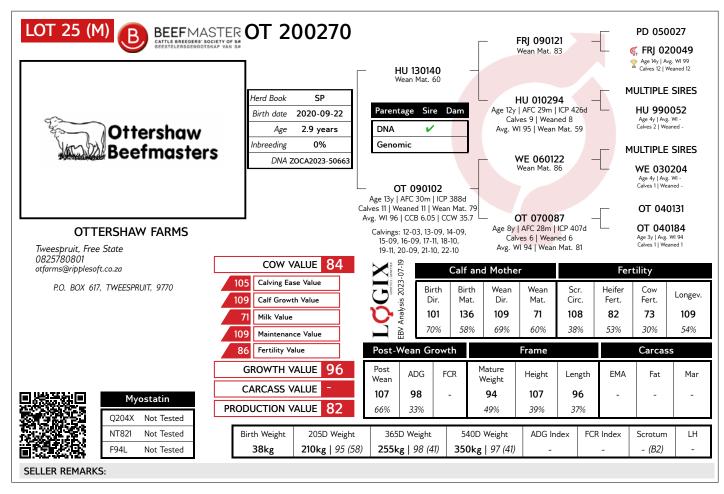


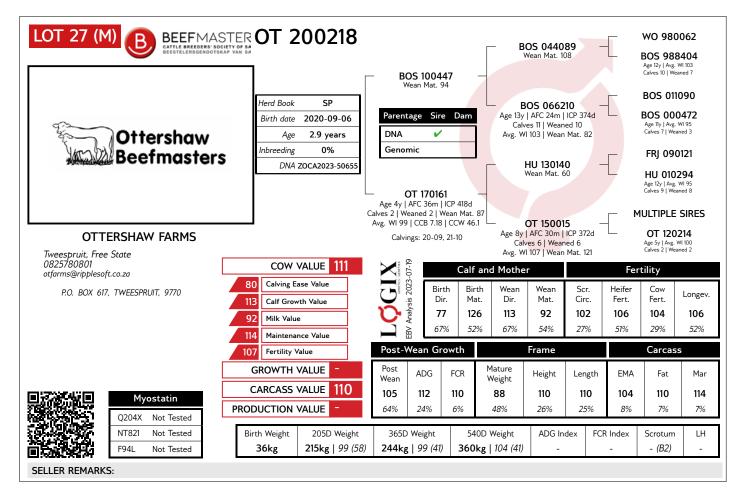








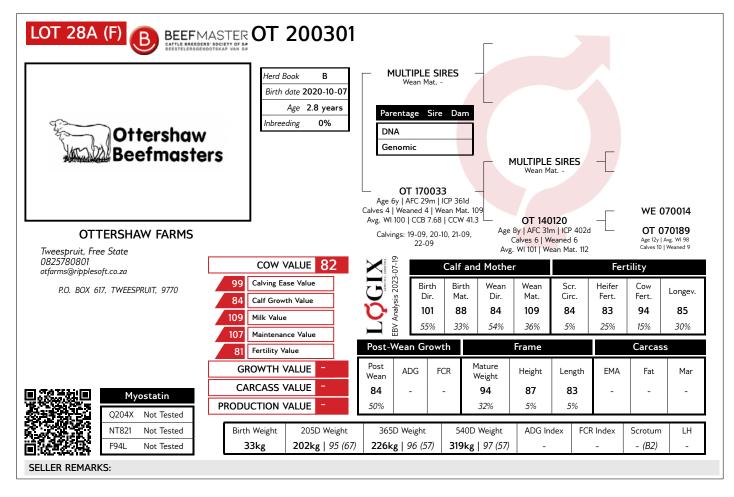


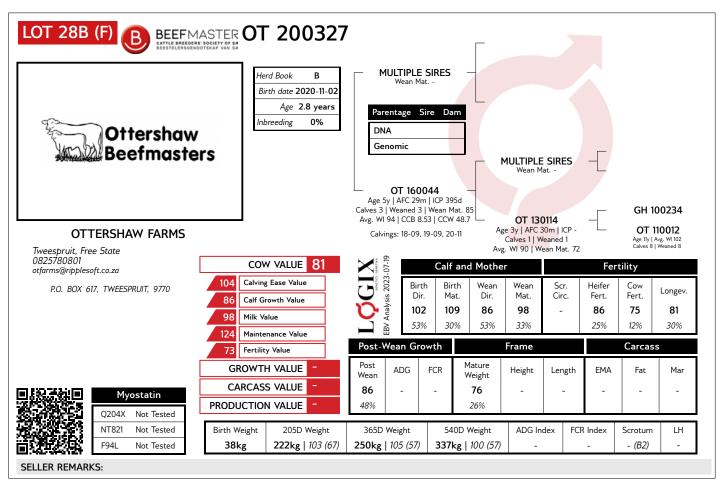


	Sur	nmary O	TTERS	HAW BE	EFM	ASTE	RS S	ALE	HEIFERS		09-A	ug-23
Lot		Reg.		Birth	Birth			18 m	Sire	Dam	Expected Calving	Served
No.	ID No.	No.	Section	Date	Mass	Index	Index	Index	ID No.	ID No.	Date	by Bull
28A	OT200301	91059014	В	07-Oct-20	33	95	96	97	MS	OT170033	September	MS
200	OT200227	04000000	D	02 Nav 20	20	402	105	100	MC	OT160044	Cantambar	MC
200	OT200327	91228338	В	02-Nov-20	38	103	105	100	MS	01160044	September	MS
	0700040	00044000		11.0	0.5		404		07400470	07440400	0 1 1	140
29A	OT200242	90841602	С	14-Sep-20	35	99	104	99	OT100170	OT110166	September	MS
29B	OT200267	91058040	В	21-Sep-20	34	96	103	98	MS	OT170025	September	MS
30A	OT200228	90841552	С	10-Sep-20	35	103	96	94	HU130140	OT110108	September	MS
200	OT200200	04050424	D	25 Can 20	4.4	101	04	97	MC	OT400404	Cantambar	MC
300	OT200280	91058131	В	25-Sep-20	44	101	94	97	MS	OT160184	September	MS
31A	OT200235	91058065	В	12-Sep-20	37	106	102	96	MS	OT150228	September	MS
31B	OT200314	91059063	В	17-Oct-20	37	98	98	96	MS	OT150244	September	MS
32A	OT200113	90725508	В	14-Jul-20	31	99		99	MS	OT180023	September	MS
220	OT200234	91058032	В	12-Sep-20	37	85	90	94	MS	OT160122	October	MS
32C	OT200313	91059055	SP	17-Oct-20	39	110	100	103	BOS166667	OT110126	October	MS
22.4	OT000407	00705504	0	20 1.1 20	24	440		00	MO	07470400	C t l	MC
	OT200127	90725524	В	20-Jul-20	34	112		96	MS	OT170126	September	MS
33B	OT200226	91057869	В	10-Sep-20	31	92	98	94	MS	OT170106	October	MS
33C	OT200298	91058990	В	05-Oct-20	33	102	88	90	MS	OT180022	September	MS
34A	OT200136		Com	05-Aug-20	36				MS	OT150108	October	MS
34B	OT200257		Com	19-Sep-20	36				OT100170	OT120041	September	MS
34C	OT200268		Com	21-Sep-20	38				HU130140	OT130149	September	MS
35A	OT200230		Com	11-Sep-20	30				OT100170	OT140198	September	MS
35B	OT200295		Com	03-Oct-20	34				OT100170	OT110122	September	MS
	OT200302		Com	08-Oct-20	35				OT100170		September	MS
330	O1200302		COIII	00-00t - 20	33				51100170	31000221	Cepternoer	IVIO



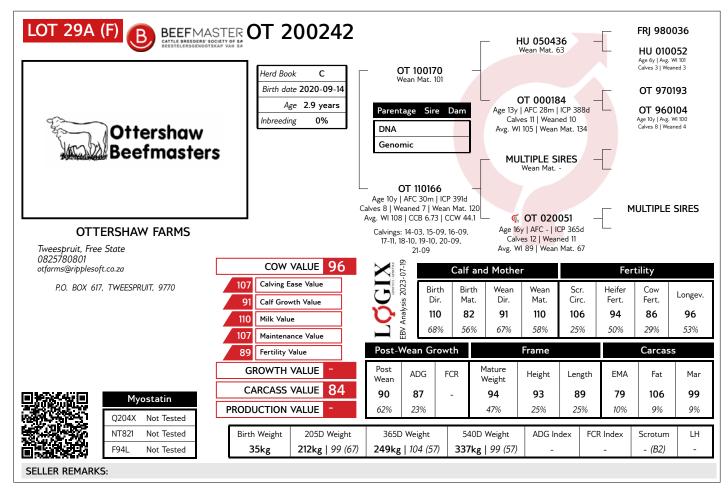


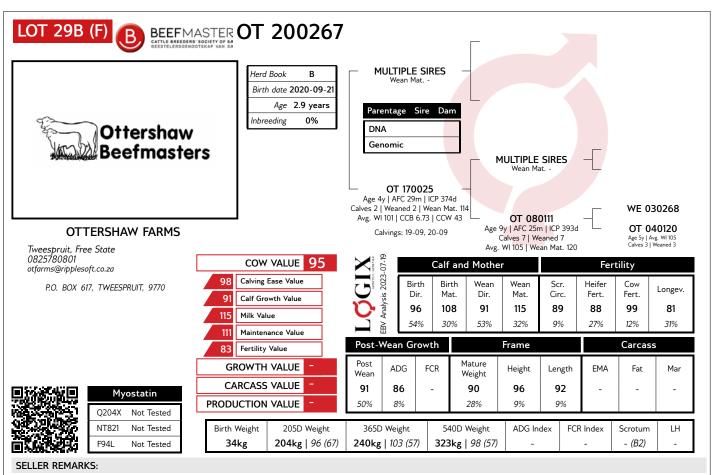




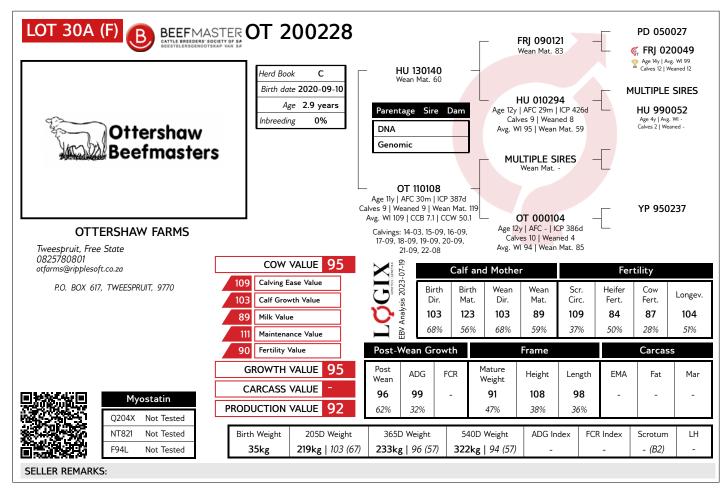


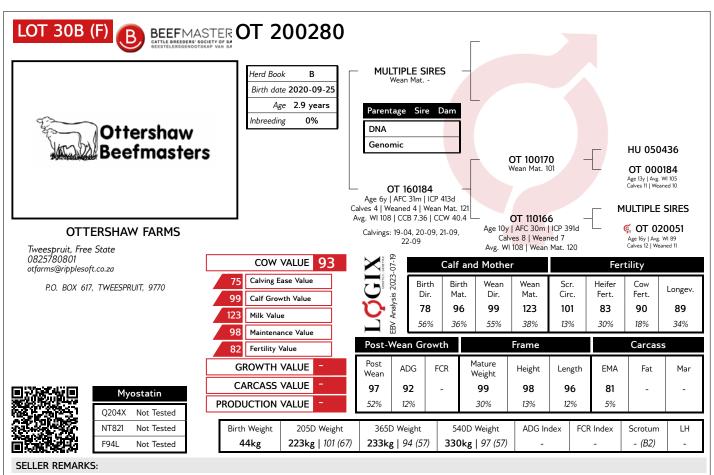




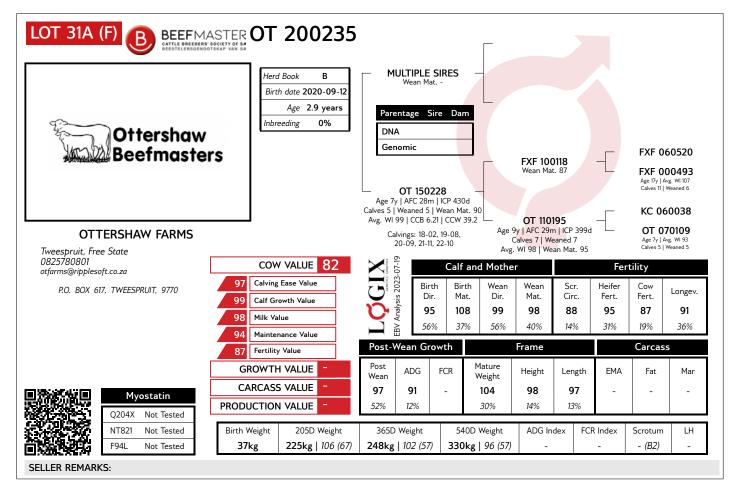


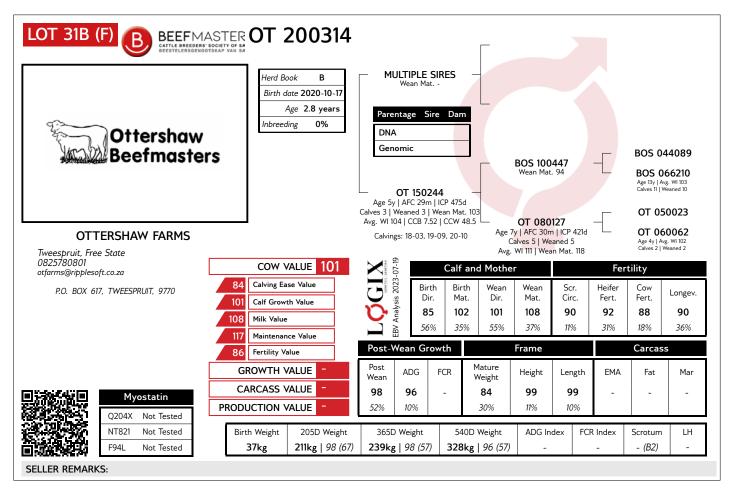




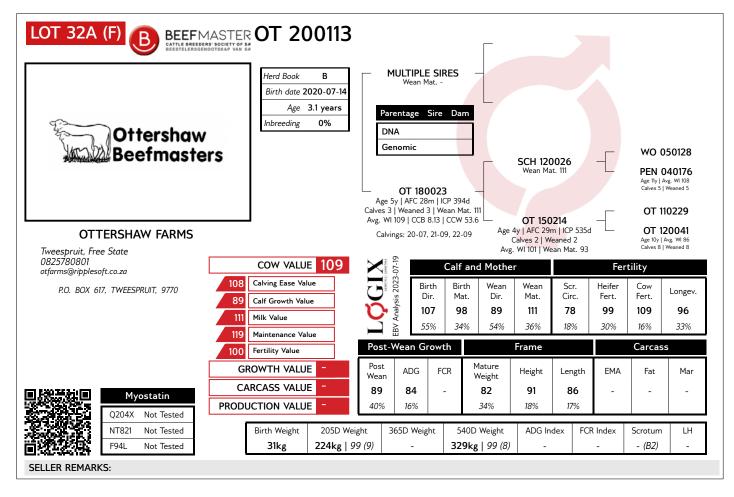


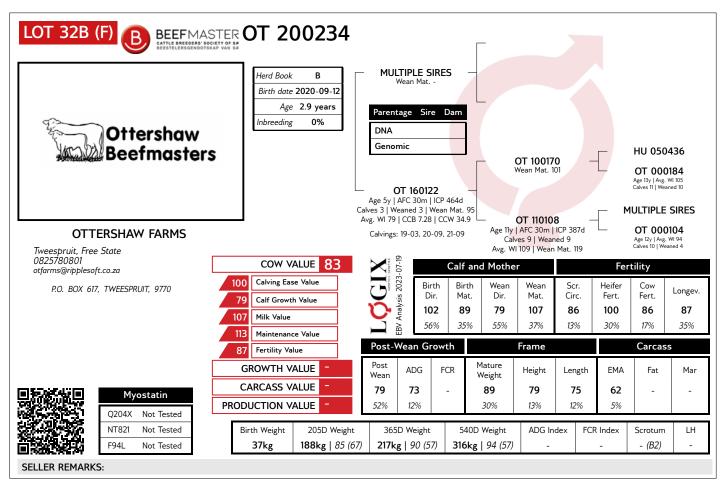






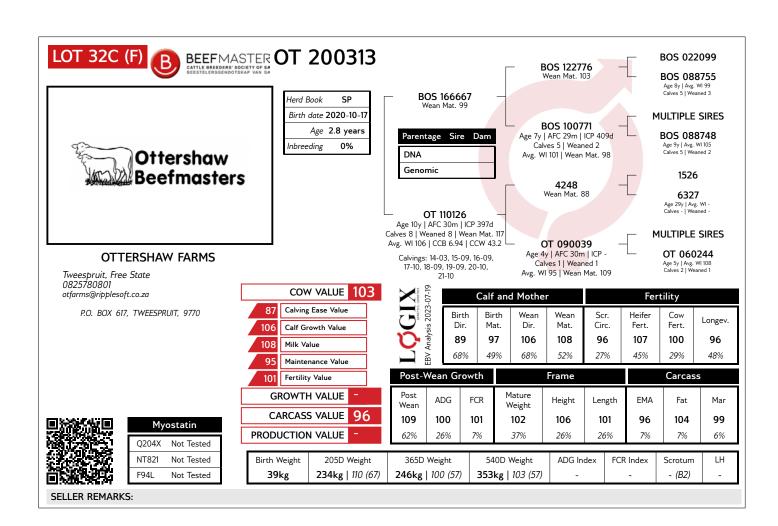






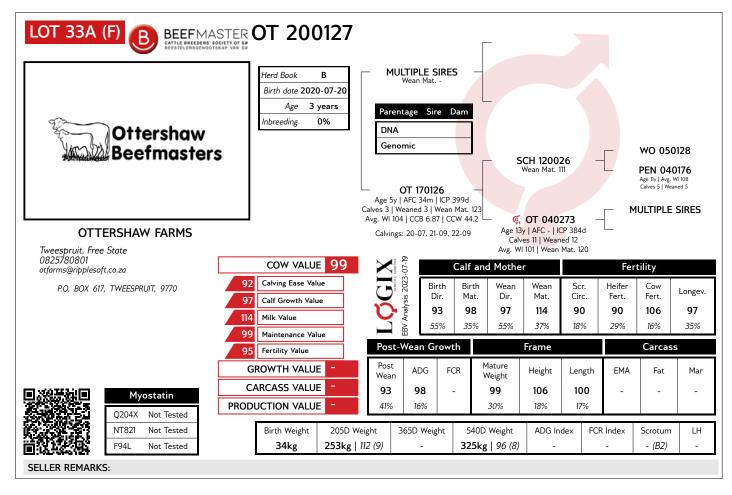


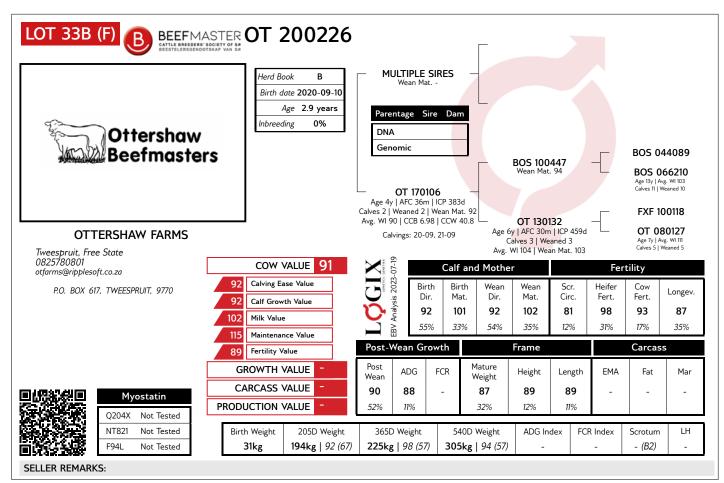






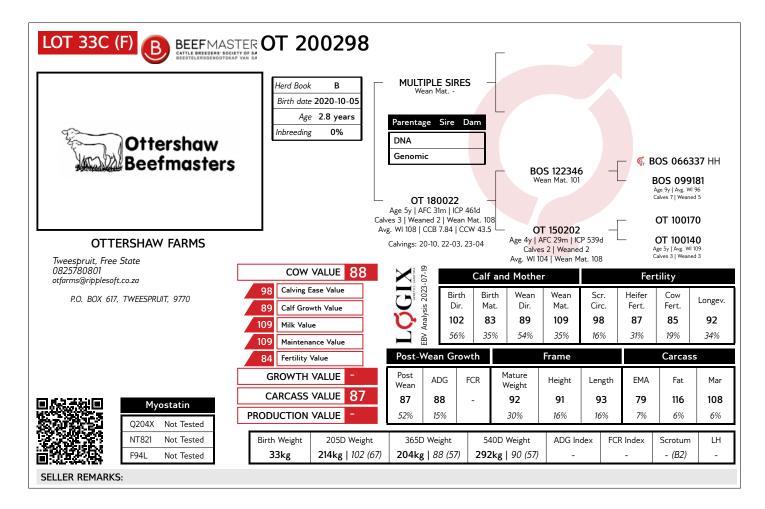














TWEESPRUIT 09 August 2023



AUCTIONS UNDER THE AUSPICES OF THE BEEFMASTER CATTLE BREEDERS' SOCIETY

It is compulsory for all stud auctions to be conducted under the auspices of the Society.

The term "Under the auspices of the Beefmaster Cattle Breeders' Society" means that officers of the society shall ensure that the official catalogues, drawn up by SA Stud Book with the information on its "Logix system", are available at the auction, that the information regarding paternity, production data and estimated breeding values, contained in the catalogue complies with the minimum breed standards as set by the Beefmaster Cattle Breeders' Society as well as the applicable provisions of the Constitution of the Beefmaster Cattle Breeders' Society, and that the animals offered have already been inspected and approved by an inspector.

The Beefmaster Cattle Breeders' Society also requires that stud animals offered at stud auctions under the auspices of the Beefmaster Cattle Breeders' Society are inspected on the day of the auction by inspectors of the Society to ensure that the animals still comply to the Beefmaster's minimum breed standards.

The Society also verifys the following requirements for animals to be offered at an auction under the auspice of the Society:

- Fertility certificate (not older than three months) and certificate regarding venereal diseases of bulls
- Certificate (not older than three months) of a negative Tuberculosis test of cows, heifers and bulls
- Certificate (not older than three months) of a negative Contagious Abortion test of cows and bulls
- Heifers older than 32 months and cows without a calf should preferably be pregnant and certified as such
- All semen and embryo donors offered for sale must be registered as donors

Although the Society carries out all checks to the best of its ability, the Society do however, not have any control over tests carried out and/or information provided by a third party and/or guarantee its accuracy or accept responsibility for erroneous information. The Society can thus not vouch for the following:

- Immunisation and health status of the animals
- Pregnancy status of cows and heifers
- Breeding ability of bulls
- Fertility status
- Venereal desease
- Faulty information due to printing errors.

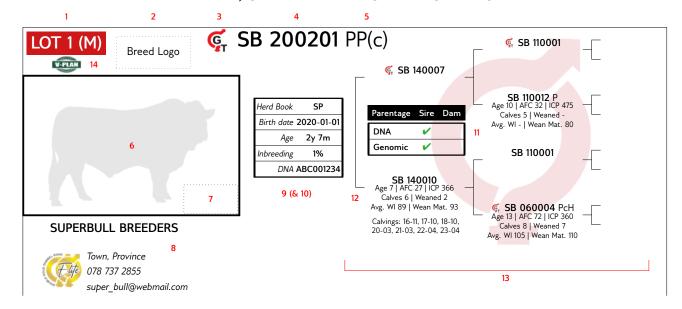
The "Logix system" the computer animal recording system used by SA Stud Book to administer the Society's animal recording services, is also deemed as a third party. The information obtained from Logix is therefore deemed as information from a third party.

Commercial animals and animals not approved for sale at an auction, cannot be offered for sale under the auspices of the Society.

TWEESPRUIT 09 August 2023



ANIMAL. OWNER AND PEDIGREE INFORMATION



- 1. Lot Number & sex (mixed lots)
- 2. Breed's logo
- 3. GT animal is genomically tested
- 4. Animal Identification Number
- 5. Polled Status
 - Celtic: PP(c)/Pp(c) polled, HH(c) - horned
 - Phenotypic: P/PcH polled, HH - horned, SC - scurs
- 6. Animal's photo, or Herd's logo
- 7. Herd's logo
- 8. Owner's information

QR Code

This code can be scanned with a smart device. It redirects to the animal's information on www.SABeefBulls.com where additional information for the animal is available.

- 9. Animal's information
 - Herd book section
 - Birth date
 - · Animal's age
 - · Animal's inbreeding percentage
 - DNA Number if available
- 10. Additional information (only females)
 - · Age at first calving
 - Number of calves born
 - Number of calves weaned
 - Average Wean Index
 - Intercalving Period

- Parentage Verification a green tick (✓) indicates that the sire and/or dam has been
 - verified via microsatellite (DNA) and/or Genomic testing
 - 12. Dam information
 - Age and Number of Calvings
 - Average Wean Index and Number of Calves Weaned
 - Age at First Calving and Intercalving Period
 - Cow award
 - 13. Four (4) generation pedigree
 - 14. VPLAN Membership

Myostatin Results

- Free free from double muscling genes
- Carrier heterozygotic / carrier of one double muscling gene
- D. Muscled homozygotic / double muscled

Myostatin									
Q204X	Free								
NT821	Carrier								
F94L	Not Tested								

GENETIC VALUES - BUILDING BLOCKS

Calf and Mother		Fertility				Post-Wean Growth				Frame	Carcass					
Birth Dir.	Birth Mat.	Wean Dir.	Wean Mat.	Scr. Circ.	Heifer Fert.	Cow Fert.	Longev.	Post Wean	ADG	FCR	Mature Weight	Height	Length	EMA	Fat	Mar
83	121	130	89	112	84	101	112	125	126	129	113	104	115	149	82	119
87%	70%	83%	70%	81%	68%	59%	69%	72%	76%	80%	65%	81%	80%	77%	74%	73%
10	11	12	13	16	14	15	17	18	19	20	21	22	23	25	26	27

The Logix Selection Values are compiled of specific genetic building blocks, as indicated in the selection value descritions on the next page.

These genetic building blocks are indicated in the catalogue by their Breeding Value indices and accuracies.

PHENOTYPIC VALUES

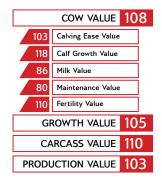
	Birth Weight	205D Weight	365D Weight	540D Wegiht	ADG Index	FCR Index	Scrotum	LH
	47kg	239kg 109 (19)	284kg 99 (10)	390kg <i>92 (10)</i>	1680g/d 90 (13)	6.08 98	353mm (D1)	1.20
•	10	12			19	20	16	24

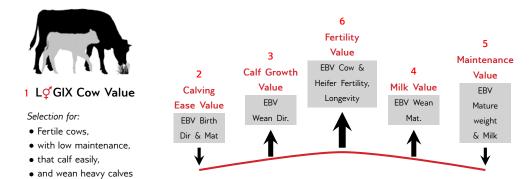
- 205D, 365D, 540D weights adjusted weaning, year and 18 month weights, the phenotypic index obtained, and the number of animals in the contemporary group
- ADG and FCR Indices phenotypic index obtained within the animal's contemporary group
- Scrotum adjusted scrotal circumference, in mm, as measured at the end of the growth test, as well as the growth test type
- Length-Height Ratio (LH) the animal's length to height ratio, as measured at the end of the growth test

TWEESPRUIT 09 August 2023



LOGIX SELECTION VALUES







7 LÇGIX Growth Value

Selection for efficient growers on veld & in the feedlot





9 LQGIX Production Value

Selection for easy-care, Profitable cattle

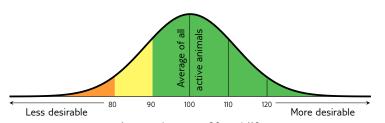
- 80% Cow Value
- 20% Growth Value

EXPLANATION OF BREEDING VALUES AND SELECTION VALUES

		Traits	Description/Measurement	Goal		G	ener	al Guid	deline	es	
		iraits	Description/Fieusurement	Cour		<80	<90	90-110	>110	>120	
	1	Cow Value	Combination of Calving Ease, Calf Growth, Milk, Maintenance and Fertility Values (Rand-Value)	Profitable Cow	Loss						Profit
SS S	2	Calving Ease Value	Risk for calving problems (calf too heavy) vs calf too small	Avg. birth weight	High						Low
Selection Values	3	Calf Growth Value	Calf's genetic ability for pre-weaning growth	Heavy weaner calf	Light						Heavy
>	4	Milk Value	Cow's genetic mothering and milking ability	Enough milk for the calf	Less						More
. <u>ē</u>	5	Maintenance Value	Maintenance requirements of cow (cow weight and milk)	Low cow maintenance	High					*	Low
ec	6	Fertility Value	Fertility and retention of cows and heifers	Fertile cows	Low						High
Se	7	Growth Value	Efficient growth on veld and in feedlot (R-value)	Profitable growth	Loss						Profit
	8	Carcass Value	Meat on carcass (Weight and RTU EBVs)	More meat on the carcass	Less						More
	9	Production Value	Combination of Cow- and Growth values (R-value)	Profitable animals	Loss						Profit
	10	Birth Weight Direct	Birth weight (Calf's genetic ability)	Avg. birth weight	Heavy						Light
e e	11	Birth Weight Maternal	Birth weight (Cow's genetic ability)	Easy calving	Heavy						Light
& Heifer	12	Weaning Weight Direct	Weaning weight (Calf's genetic ability)	Heavy weaner calves	Light						Heavy
Α,	13	Weaning Weight Maternal	Weaning weight (Cow's genetic ability)	Good mothers	Poor						Good
3	21	Mature Cow Weight	Cow weight at weaning of first three calves	Avg. mature cow weight	Light				*	*	Heavy
Co		Cow-Calf Birth	EBV Birth Direct / EBV Mature Cow weight	Average	Low						High
		Cow-Calf Wean	EBV Wean Direct / EBV Mature Cow weight	High calf-cow ratio	Low						High
	14	Heifer Fertility	Age at first calving	Fertile heifers	Less						More
Fertility	15	Cow Fertility	First 3 inter-calving periods (ICPs)	Fertile cows	Less						More
ert	16	Scrotal Circumference	As measured during the growth test	Fertile bulls	Less						More
L	17	Longevity	Retention of progeny	Acceptable progeny	Poor						Good
4)	18	Post-Wean Weight	12- and 18 month weights	Good post-wean growth	Low					*	High
Frame	19	Average Daily Gain	Average daily gain	Good growth	Poor						Good
F	20	Feed Conversion Ratio	100g feed intake / g weight gain	Feed efficiency	Poor						Good
Ø		Final Test Weight	Final weight in the growth test	Heavy carcass	Light					*	Heavy
Growth	22	Height	Shoulder / Hip height in growth test	Average height	Short						Tall
ĺ	23	Length	Length in growth test	Longer for more muscle	Short						Long
0	24	Length-Height Ratio	EBV Length / EBV Height	Longer rather than tall	<1						>1
SS	25	Eye Muscle Area	RTU measured eye muscle area	Bigger steaks	Small						Big
Carcass	26	Fat Thickness	RTU measured P8 backfat thickness	Carcass quality	Thin						Thick
Ca	27	Marbling	RTU measured % of intra-muscular fat	Juicy meat	Low						High

* Determined by own selection goal

INTERPRETATION OF BREEDING VALUE INDICES



Average between 90 and 110 (Acceptable between 80 and 120)

BEPALINGS EN VOORWAARDES TEN OPSIGTE VAN VERKOPE DEUR

VLEISSENTRAAL BLOEMFONTEIN (Edms) Bpk – Registrasie no 1999/023878/07 (Hierna die "Maatskappy" genoem)

- Alle goedere en lewendehave (Hierna die "bates" genoem) word deur die Maatskappy as agent verkoop namens die Verkoper, wat hiermee die Maatskappy magtig om die kooppry sau die Koper te verhaal. Die koopprys sluit nie BTW in nie en moet, tensy spesifiek anders algekondig, by die koopprys bygetel en deur die Koper betaal word.
- Die Verkoper waarborg hiernee dat daar geen beswarings op sodanige bates bestaan nie, dat die gemelde bates die eiendom van die Verkoper is en dat die Verkoper bevoeg en wetlike daarop geregtig is om die bates van die hand te sit. Die Verkoper waarborg verder, soos teenoor die Koper, dat die bates vry is van die verborge en ooglopende gebreke.
- Die Maatskappy aanvaar geen aanspreeklikheid vir enige onttrekking van bates en verkoop, of vir enige uitdruklike of stilswyende verklarings of waarborge wat mondeling deur sy agente of werknemers of deur die Verkoper self gegee mag word nie.
- 4. Die Verkoper wat die bates te koop aanbied, aanvaar alle aanspreeklikheid rakende alle inligting wat verskaf word wat betref stambome en opregtheid, ouderdomme, datums van diens, gesondheidstoestand of dragtigheid of enige ander besonderhede wat onjuis mag wees. Ingeval van enige geskil sal die Koper slegs 'n eis teen die Verkoper hê en nie teen die Maatskappy nie.
- Die Koopprys is in kontant (onder sekere voorwaardes) of deur 'n bankgewaarborgde tjek betaalbaar deur die Koper aan die Maatskappy, tensy anders skriitelik ooreengekom, op die dag van verkoop ("die Betaaldatum").
- Indien die Maatskappy toestem om die koopprys aan die Verkoper te betaal alvorens die Koper die Maatskappy betaal ("die betalingstermeooreenkoms"), sal die volgende van toepassing wees:
 6.1 Die eleksie om die Verkoper Aldus te betaal berus in die alleen diskresie van die Maatskappy, wie sy diskresie alsonderlik mag uitoefen ten
- opsigte van elke transaksie waartoe die Koper 'n party is, gesedeer en oorgedra word. 6.2 Met betaling van die bedrag soos na verwys in 6.1 hierbo, sal die Verkoper se reg, titel en belang in en tot enige aanspraak of regte teenoor die Koper ten opsigte van elke verkoopsooreenkoms, aan die Maatskappy.
 - 6.3 Geen Betalingsterme-ooreenkoms sal van krag wees nie tensy op skrif gestel en behoorlik namens die Maatskappy onderteken is. Die fasillering van enige verkoopstransaksie soos in hierdie Rlousule 6 verwys, sal streng volgens die bepalings van die terme en voorwaardes van die Betalingsterme-ooreenkoms wees.
 6.4 In geval van verskif van die inhoud van hierdie dokument en die Betalingsterme-ooreenkoms, sal die bepalings van die Betalingsterme-
- ooreenkoms geld. G.S. Geen aansoek vir krediet soos omskryf in artikel 8 van die "National Credit Act", Wet 34 van 2005, sal deur die Maatskappy ontvang of oorweeg word nie.
- 7. Die Verkoper waarborg teenoor die Maatskappy dat alle bates vry is van enige ooglopende of verborge gebreke en dat enige reg of eis wat ingevolge hierdie bepalings en voorwaardes aan die Maatskappy gesedeer word, vry is van enige gebrek of reg van aftrekking of verrekening en dat die
- hierdie bepalings en voorwaardes aan die Maatskappy gesedeer word, vry is van enige gebrek of reg van aftrekking of verrekening en dat die gemelde reg of eis ten volle en onmiddellik teen die Koper afdwingbaar is.
 - Die Koper is nie daarop geregtig om enige betaling van die koopprys aan die Maatskappy te weerhou as gevolg van enige moontlike of hangende eis wat hy teen die Verkoper, gebaseer op wanvoorstelling of vir enige rede hoegenaamd mag hê nie.
 In die geval waar Kopers by 'n Veilling moet registreer en sodanige geregistreerde Koper 'n ander persoon todaat om met sy kopers kaant te koop, is die geregistreerde Koper aanspreeklik vir die betaling van sodanige aankope. Geen bod deur 'n nie-geregistreerde koper sal deur die Maatskappy.
- aanvaar word en die Koper sal geen eis hê met betrekking tot enige van die bates wat na bewering deur hom aangekoop is nie.

 10. Onderworpe aan enige reserves wat op enige van die Verkoper se bates geplaas word en aan die bepalings van klousules 14 en 15 hieronder, is die Koper by enige veiling die hoogste bieër wat deur die Maatskappy se afslaer deur die val van die hammer aangedui word, of op sodanige ander wyse
- 11. Alle bates sal, omniddellik nadat die bod toegeslaan is, geag word aan die Koper gelewer te wees. Nieteenstaande lewering sal die koper nie geregtig wees om die bates te verwyder alvorens die volle koopprys, soos op die Maatskappy se faktuur aangedui, ten volle betaal is nie.

as wat hy mag kies.

- 12. Alle wins, verlies of risko ten opsigte van die bates sal op die Koper oorgaan sodra dit aan die Koper gelewer is, wat dan op eie risiko en onkoste sodanige bates van die verkoopsplek moet verwyder, onderhewig aan klousule 11 hierbo.
- 13. Indien 'n vervoerkontrakteur enige bates van die verkoopsplek verwyder in opdrag van die Maatskappy, sal die kontrakteur geag word 'n agent van die Koper te wees, wat alle kostes en risiko's in verband met sodanige verwydering aanvaar.
- 14. Die veiling vind onder die uisbuitlike beheer van die Maatskappy plaas. Die Maatskappy behou die reg voor om, geheel na eie goeddunke, die bod van enige persoon te weier, om die bieëry te reguleer, om die hoogste bieër aan te dui en om die orde van die veiling te enige tyd te verander sonder om redes daarvoor te verstriek. Indien die alstaer vermoed dat 'n bieër nie 'n bona fide bod gemaak het nie, of nie in staat is om die koopprys te betaal nie of nie bevredigende reëlings vir die betaling van die koopprys getref het nie, mag hy weier om die bod van sodanige bieër te aarvaar of dit voorwaardelik aanvaar jotdat die bieer hom iervrede gestel
- 15. Indien 'n geskil tussen bieër ontstaan, sal die bates in geskil geheel na die goeddunke van die Maatskappy weer opgeveil word.
- 16. Die Maarskappy is nie aanspreeklik vir enige verlies of skade veroorsaak deur of opgedoen ten opsigte van enige optrede deur die Maatskappy of sy helpers, werknemers of agentie nie, niedenstaande 'n ondemenning om die bates in bewaring te neem, daarvoor te sorg, dit te versend of te lewer nie. Alle bates word voetstoots aan die Koper verkoop die Maatskappy is nie aanspreeklik vir enige gebreke, verborge of andersins, wat met of sonder die Maatskappy mag bestaan nie.

- 17. Die Koper moet voor die veiling hom vergewis van enige gebreke in die baties en enige bod deur 'n Koper word geag aanvaarding van die baties te wees met enige ooglopende of verborge gebreke in hulle toestand, ten tye van verkoop.
- Die Maatskappy behou die reg voor om enige tjek as betaling te weier.
- 19. Nieteenstaande lewering, geen eienaarskap van die bates nie oor op die Koper totdat die volle koopprys plus rente indien betaalbaar, vereffen is nie.
- Totdat alle bedrae verskuldig deur die Koper ten volle betaal is, onderneem die Koper hiermee:
 19.1 onherroeplik om die bates op so 'n wyse te identifiseer dat hy te enige tyd die bates wat geag word die eiendom van en verpand aan die
- Maatskapty to wees, kan identifiseer en aandui 19.2. aan die Maatskappt te alle redelike tye toegang te verleen tot die perseel waar die bates geberg word, vir die doeleindes van vervolmaking van sy pand en uitoelening van enige ander regte ingewodge hierdie bepalings en voorwaardes
- Die Koper en die Verkoper stem hiermee in tot die jurischiksie van die Landdroshof ingevolge Artikel 45 van die Landdroshof wet (Wet 22 van 1944, soos gewysig) vir enige regsaksie wat deur die Maatskeppt teen die Koper of Verkoper ingestel mag word, alhoewel die Maatskappt daarop geregtig is om tiligasie in enige Hof met regsbevoegdheid in te stel.
- 22. Die inskrywings wat gemaak is in die Maatskappy se vendu-rol sal dien as prima facie bewys van die transaksie en sal bindend wees op sowel die Koper as die Verkoper.
- 'n Sertifikaat uitgereik deur 'n Bestuurder van die Maatskappy, sal dien as prima facie bewys van gelde verskuldig deur die Koper aan die Verkoper of deur enige van voormelde partye aan die Maatskappy.
- 24. Enige persoon wat namens 'n prinsipaal koop, moet voor die aanvang van die veiling 'n volmag aan die Maatskappy voorlê, by gebreke waaraan hy persoon wat namens die Koper bie of enige persoon wat namens die Koper bie of enige dokument onderteken in povolging van 'n suksesvolle dook, verbind homself persoonlik as medehoofskuldenaar met die Koper vir die betaling van die kooper wir die betaling van die kooper win die betaling van die kooper vir die betaling van die koopprys en waarboorg persoonlik dat al die verpligtinge van die kooper ingevolge hierdie bepalings en voorwaardes nagekom sal word.
- 25. Enige toegewing wat deur die Maatskappy aan die Koper of die Verkoper toegestaan word, sal nie die regte van die Maatskappy ingevolge hierdie bepalings en voonwaardes benadeel nie en sodanige uitstel of toegewing sal nie 'n wysiging of novasie van hierdie bepalings en voonwaardes uitmaak nie.
- Alle persone wat die verkoopsplek betree, doen dit op eie risiko en die Maatskappy is nie aanspreeklik vir enige beserings, skade of verliese van enige aard hoegenaamd nie.
- Die Maatskappy behou die reg voor om hierdie verkoopsvoorwaardes skriftelik te wysig.
- Enige bates wat te koop aangebied of ingeskryf word, is onderhewig aan betaling deur die Verkoper van die ooreengekome kommissie of, in die afwesigheid van ooreenkoms, die gewone kommisse deur die Verkoper aan die Maatskappy teen die koers wat gebruiklik van tyd tot tyd deur die Maatskappy gehet word, ongeag of die bates by die veiling of daarna uit die hand verkoop word. Tensy andersins skritelik korenagekom, word sodanige kommissie deur die Verkoper bataabaar by die val van die hamer of by die aangaan van enige uit-die-hand-verkoopstransaksie met betrekking tot die Verkoper se gemelde bates, watter datum ook al die eerste voorkom en nieteenstaande enige kontrakbreuk aan die kant van die Verkoper.
- 29. Ingeval van geregistreerde voertuie wat deur die Maatskappy verkoop word, is dit 'n spesifieke voorwaarde dat die Maatskappy nie die inligting met befrekking tot sodanige voertuie waarbog nie en ine onderneem om die bodrag dokumente en registrasie-sertifikate aan die Koper te voorsten nie. Dit is die Koper se veraantwoordelikheid om bogenoemde dokumente te bekom en hy is ine daarop geregtig om betaling te weerhou weens versuim aan die kant van die Maatskappy of die Verkoper om sodanige dokumente te voorsten nie.
- Enige ooreenkoms teenstrydig met hierdie verkoopsvoorwaardes het geen bindings krag hoegenaamd tensy dit op skrif gestel en bevestig en onderteken word deur 'n Bestuurder van die Maatskappy nie.
- 31 By wanbetaling van die koopprys deur die Koper, sal Weissentraal Bleomfontein geregtig wees om volgens eie diskresie:
- 31.1 rente teen die maksimum toelaatbare koers bereken vanaf datum van aankope tot datum van betaling, van Koper te eis; en/of
- 31.2 die bate in herbesit te neem, te herverkoop op risiko van die wanpresterende Koper, wat alle koste in verband met die herverkoping en enige verfles en/of skade wat gely mag word, sal dra, en nie geregtig wees op enige voordeel wat uit die herverkoping mag voortvloei nie; en/of
- 31.3 regsaksie in sy eie naam in te stel vir die betaling van die bedrag verskuldig of vir die teruglewering van die bates in welke geval die voorwaardes in 13.2 hierbo van toepassing sal wees; en
- 31.4 betaling van Vleissentraal Bloemfontein se regskoste, bereken op die Prokureur/Kliënt skaal insluitende invorderingsgelde van die Koper tee is.
- 32. Wild Katalogusverkope: Vanaf die oomblik van lewening sal alle risiko, wins of verslies ten opsigte van die bates op die Koper oorgaan, wat dit op sy eie koste van die ooreengekome leweringsterrein moet verwyder.
- 33. Wild Veilingsverkope (Bomas): Alle Bates sal onmiddellik nadat die bod toegeslaan is, as afgelewer aan die Koper beskou word, alle riskke, wins of verwiels ten pogiget van die betas sale op die Koper ongaan, wat dit op by ale koste van die veilingsterien moet verwyder. Kopers van wild wat in Bomas aangebied word moet sodarige wild binne 48 uur na die veiling in ontradis neem en verwyder. 'n Koper wat versuin om die lewering binne die vasgestelde tyd te neem sal die aankoopsbedrag reeds betaal, verbeur en sal dit as roukoop deur die Verkoper opgeeis word.

RULES OF AUCTION

in respect of sales by

Vleissentraal Bloemfontein (Pty) Ltd (Reg No. 1999/023988/07)

of c/o Abrahamskraal- & Boshof Road, Bainsvlei, , 9338

: 051 451 1439 / E-mail: <u>bloemfontein@vleissentraal.co.za</u> / Fax: 051 451 1883

(As Auction House hereinafter referred to as the "**Auctioneer**" and the person conducting the auction referred to as the "**auctioneer**")

The Sale by auction is subject to a reserve price, unless specifically stated to the contrary by the auctioneer.

N -

- The seller (owner) and/or his agent and the auctioneer may bid up to the reserve price of the owner (seller), but shall not be entitled to
- ω make a bid equal to or exceeding the reserve price. This Rules Of Auction comply with Section 45 of the Act and the Regulations of the Act and Section 45 of the Consumer Protection Act

- 45.(1) In this section, "auction" includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.
- 2 When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject
- (ω A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.
- 4 Notice must be given in advance that a sale by auction is subject to -
- of the owner or auctioneer, as the case may be, may bid at the auction. (b) a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any other person on behalf
- (5) (a) the owner or auctioneer must not bid or employ any person to bid at the sale; Unless notice is given in advance that a sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer –
- 6 the auctioneer must not knowingly accept any bid from a person contemplated in paragraph (a); and
- 6) (b) (a) (c) the consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated.

 The Minister may prescribe requirements to be compiled with by an auctioneer, or different categories of auctioneer, in respect of -
- the records to be maintained with respect to property placed for auction; and
- the sale of any property by auction.
- 4 The auctioneer will during the auction announce the reason for the auction unless the reason is the normal and voluntary disposal by the
- Ġ The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the
- 0 All goods and livestock (hereinafter referred to as the "assets") are sold by the Auctioneer as agent on behalf of the Seller, who hereby rights, title and interest in and to its claim for payment of the purchase price against the purchaser which session the Auctioneer do hereby authorizes the Auctioneer to collect the purchase price from the Buyer and the seller do hereby cedes to the Auctioneer all the seller's
- 7 The purchase price excludes VAT and VAT must be added to the purchase price and paid by the Buyer, unless specifically stipulated
- .∞ All assets shall, immediately after the bid has been knocked down and accepted by the Seller, be deemed to have been delivered to the Buyer respect of such assets has been paid in full. Notwithstanding delivery, the Buyer shall not be entitled to remove any purchased assets unless the total amount reflected on the Auctioneer's invoice in
- 9 Notwithstanding delivery, ownership of the purchased assets will not pass to the Buyer until the full purchase price plus interest, if any, is paid.
- 0.0 Subject to any reserve placed on any of the assets by the Seller, and the provisions of clause 11 and 12 below, the Buyer at any sale shall be the highest bidder indicated by the auctioneer by the fall of the hammer or by such other means as he or she may select
- ⇉ provisionally until the bidder has satisfied him that he is in position to pay the purchase price or that he has made satisfactory arrangements for payment thereof. On refusal of a bid under such circumstances the assets may immediately be re-auctioned. the purchase price or has not made satisfactory arrangements for payment of the purchase price, he may refuse to accept the bid of such bidder or accept if person, to regulate the bidding and to indicate the highest bidder. If the auctioneer suspects that a bidder has not made a bona fide bid, or is unable to pay place under the exclusive control of the auctioneer. The auctioneer reserves the right, in its sole discretion, to refuse the bid of any
- 2 In the event of a dispute arising amongst the bidders and or the Auctioneer, the assets in dispute shall, at the sole discretion of the auctioneer, be re-
- £ £ Any error by the auctioneer shall be entitled to be corrected by him or her upon discovery.
- All profit, loss or risk in the assets will pass to the Buyer once it has been delivered to the Buyer who shall at this own risk and expense remove it from the sale venue, subject to 8 above. The Buyer shall be responsible for all costs incurred by either the Seller or the Auctioneer until actual removal of the assets
- 15. Should any contractor remove any assets from the sale venue on instruction of the Auctioneer, on behalf of the Buyer, the contractor will be deemed to be the contractor of the Buyer who accepts all costs and risks connected with such removal
- 6. is competent and legally entitled to dispose of the assets. The Seller further warrants as against the Buyer that the assets are free of any The Seller warrants that there are no encumbrances on such assets, that the said assets are the property of the Seller, and that the Seller
- , 17. gestation or any other particulars which might be incorrect. In the event of any dispute the Buyer shall only have a claim against the Seller and not against The Seller, who offers the assets for sale, accepts all liability regarding the information furnished as to pedigrees, ages, date of service, state of health or The Seller warrants as against the Auctioneer that the assets are free of patent and latent defects and that any right or claim ceded to the Auctioneer
- against the Buyer.

 The Buyer shall, prior to the sale, ascertain whether there are any defects in the assets and any bid by a Buyer shall be considered as acceptance of the terms of these Rules Of Auction is free of any defect or right of deduction or set-off, and that the said right or claim is fully and immediately enforceable
- 19. assets with any patent or latent defects in their condition at the time of sale.

- The Buyer shall not be entitled to withhold payment of the purchase price to the Auctioneer as a result of any possible or pending claim that he may have
- 2 against the Selier on the grounds of misrepresentation or for any other reason whatsoever.

 The purchase price is payable by the Buyer to the Auctioneer in cash (to the discretion of the Auctioneer) or by bank-guaranteed cheque on the date of sale. refuse any method or means as payment ("the payment date") unless other payment terms and or means are agreed between the Auctioneer and the Buyer. The Company reserves the right to
- 23 In the event that the Auctioneer agrees to facilitate the purchase of the assets by paying an amount equal to the purchase price to the Seller before the Buyer makes payment to the Auctioneer ("the Payment Terms Agreement"), then the following shall apply: 22.1 The election to make any payment to the Seller shall be in the sole and absolute discretion of the Auctioneer, which discretion may be exercised
- Upon payment of the amount referred to in 10.1 above the Seller's right, title and interest in and to any claims and other rights as against the Buyer in terms of or connected with the sale of the assets shall forthwith be ceded and transferred to the Company which session the Auctioneer hereby

separately in regard to each transaction entered into by the Buyer.

- 23 In the event of any Payment Terms Agreement between the Auctioneer and the Buyer, the following shall apply 23.1 No Payment Terms Agreement shall be valid unless reduced to writing and duly signed on behalf of the A
- No Payment Terms Agreement shall be valid unless reduced to writing and duly signed on behalf of the Auctioneer. The facilitation of any sale by the Auctioneer as referred to in this paragraph 10 shall be strictly subject to the terms and conditions of the Payment Terms Agreement.
- In the event of any conflict between the contents of this document and the Payment Terms Agreement, the provisions of the Payment Terms
- 24 Anyone that intends to bid at the auction (Buyer) must register his or her identity on the bidder's record prior to the commencement of the establishment and verification of identity of the person and the person must sign the registration entry and the prospective Buyer must 23.3 No application for credit as defined in section 8 of the National Credit Act, Act 34 of 2005, will be received or considered by the Auctioneer furnish the Auctioneer with a copy of his/her identity document and proof of residence. auction and such registration must meet the requirements of the FICA (Financial Intelligence Centre Act, 2001) in respect of the
- 25 Any person who purchases on behalf of a Principal (i.e. natural person) must furnish the Auctioneer with a written signed Power of obligations of the Buyer under this Rules Of Auction. him/her. The person bidding on behalf of or signing any document on behalf of the purchaser pursuant to a successful bid hereby binds himself/herself personally as co-principal debtor with the Buyer for payment of the purchase price and personally guarantees all the Attorney, prior to the commencement of the auction, failing which he/she will be personally liable for payment of any purchases made by
- 26 for payment of the purchase price and personally guarantees all the obligations of the Buyer under these Rules Of Auction. A person who attends the auction, to bid and to sign the bidder's record, on behalf of another person (i.e. on behalf of a company or legal behalf of or signing any document on behalf of the Buyer pursuant to a successful bid thereby binds himself personally as co-principal debtor with the Buyer accompanied by a certified copy of the resolution, if required, authorizing him or her to bid on behalf of the entity. The person bidding on person. Where a person is bidding on behalf of another entity the letter of authority must appear on the letterhead of the entity and must be entity) must produce a signed letter of authority that expressly authorizes him or her to bid or sign the bidder's record on behalf of that
- 28 27 In the event where a Buyer allows another person to purchase on his or her buyers number, the registered Buyer shall be liable for payment of such purchases. No bid by an unregistered Buyer will be accepted by the auctioneer and the Buyer will have no claim to any of Until all amounts owing by the Buyer have been paid in full, the Buyer hereby: the assets allegedly purchased by him
- 28.1 property of, and pledged to, the Auctioneer. irrevocably undertake to identify the purchased assets in such a manner that he can at any time identify and indicate the assets deemed to be the
- 29 28.2 grants the Auctioneer at all reasonable time's access to the premises where the assets are stored or kept for the purposes of perfecting its pledge and exercising any other rights in terms of these Rules Of Auction.
- amended) for any action instituted by the Auctioneer against the Buyer although the Auctioneer is entitled to institute proceedings in any competent Court The Buyer and the Seller hereby consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Act on Magistrate Court (Act 32 of 1944 as
- 30. A certificate issued by a Manager of the Auctioneer, whose appointment and authority shall not be necessary to prove, shall be prima facie proof of the amount owing by the Buyer to the Seller or the Auctioneer.
- 88 3 Any indulgence granted by the Auctioneer to the Buyer or the Seller will not prejudice the rights of the Auctioneer in terms of these Rules Of Auction and such indulgence will not constitute an amendment or waiver or novation of these Rules Of Auction.
- The entries made in the Company's auction roll shall be prima facie evidence of the transaction and shall be binding on the Seller and the Buyer.
- of the Auctioneer during normal business hours free of charge. The bidder's record and the vendor or vendu roll will be made available for inspection within reasonable time after the auction at the office
- The Auctioneer does have a trust account into which all money will be paid for the benefit of the Seller

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- Any assets entered or offered for sale are subject to payment by the Seller/Buyer of the agreed commission, or in absence of agreement the usual commission by the Seller/Buyer to the Auctioneer at the rate customarily charged by the Auctioneer from time to time, whether the assets are sold at the auction or thereafter, or at any time thereafter by private treaty. Unless otherwise agreed in writing, commission shall become due and payable by notwithstanding any breach on the part of the Seller/Buyer. Seller/Buyer upon the fall of the hammer or upon the entering into of any private treaty involving the Seller's said assets, whichever date is the earlier, and ŧ
- 36 Every bid shall constitute an offer to purchase the property or goods for the amount bid, which the Seller or the auctioneer may accept or the sale prior to acceptance by the seller. reject in their absolute discretion. The seller and auctioneer are entitled, in their absolute discretion to withdraw the property or goods from
- 37 38 If no bid equals or exceeds the reserve price, if any, the property or goods may be withdrawn from the auction
- The Auctioneer accepts no liability for any withdrawal of assets from sale.
- 39 of Sale, during which time the offer shall be open for acceptance by the Seller or his agent and if the offer is accepted the sale shall be No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period (if any) that is provided for in the Conditions deemed to be a sale by auction for purposes of the Act.
- 40. The highest bidder in respect of immovable property, being the Purchaser, shall sign the Conditions of Sale immediately after the fall of the
- 4 whichever may be applicable, has signed the Conditions of Sale on behalf of the Seller in the space provided at the end of the Conditions The purchaser's offer in respect of immovable property shall only be deemed to have been accepted when the seller or his agent or
- 42 In the event of the sale requiring the consent of any statutory authority or any court of law, then this auction will be subject to the granting
- of such consent

Any agreement contrary to these Rules Of Auction shall not be binding unless it is confirmed in writing and signed by a Manager of the Auctionee

- The Company reserves the right to amend these Rules Of Auction in writing.
- By entering a bid any prospective Buyer binds himself or herself to this Rules Of Auction

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