

## THABA THOLO SPECIAL CONDITIONS

1. In addition to any terms and conditions contained in the Standard Terms and Conditions of Wildswinkel Veilings (Pty) Limited (“the Auctioneer”) (Rules of Auction of the Auctioneer), the following Special Conditions will apply to the purchase by the Buyer of any assets (“Assets”) of Thaba Tholo (“the Seller”) on Auction, by the Auctioneer.  
The **special conditions**, additional to the rules of the auction as pertaining to the auction dates of **15 & 16 September 2016, at 11H00**, on the farm Amsterdam, off the Rooibokkraal Road, Thabazimbi district, will apply
2. **Transfer of Risk**  
The transaction shall be finalized at fall of the hammer, and any other conditions and/or terms not read out by the Auctioneer and stated additionally herein, shall not constitute a novation of the sale agreement, and are part of the auction rules, and are without prejudice to the Seller’s rights and obligations.  
All animals should be removed by 17 October 2016, after which Thaba Tholo will have no or any liability for the health or well -being of any animal, and the Purchaser indemnifies and holds the Seller harmless against any loss suffered by the Purchaser.
- 2.1 **Animals in Pens & Catalogue animals**  
The sale with the Purchaser is concluded at the fall of the hammer, however Thaba Tholo, subject to the keeping rules (clause 8 below) and subject to clause 4.1 below, will provide a refund on any mortalities from the date of purchase, and subject to the purchase price having been fully paid to date of safe step off at the premises of the Purchaser. The refund includes only the purchase price, but excludes any other loss of the Purchaser contemplated, like, aborted animals, loss of income, broken legs or horns etc. Safe step off at the Purchaser’s designated site constitutes complete delivery of the animal/s to the purchaser.
3. **Purchase**
  - 3.1. Buyers are buying per piece, to take a specific lot.
  - 3.2. A bid once made cannot be withdrawn after the bid has been knocked down (fall of the hammer).
  - 3.3. The Auctioneer’s Rules of Auction apply, and the onus is on the Buyer to acquaint him/herself with said Rules. These are available on the website of Wildswinkel Veilings (Pty) Limited [www.wildswinkel.co.za](http://www.wildswinkel.co.za) ; from the offices of Wildswinkel, or on the Thaba Tholo website [www.thabatholo.co.za](http://www.thabatholo.co.za)
  - 3.4. Terms of payment are strictly EFT (payable by way of Electronic Funds Transfer) into the bank account of the Auctioneer, or bank guaranteed cheques made out to the Auctioneer on the day of the Auction.
  - 3.5. VAT is payable on the purchase price.
4. **Transportation & Delivery**
  - 4.1. Irrespective of anything else, Thaba Tholo reserves the right to carriage the animals, using a transport contractor employed by Thaba Tholo for that purpose, and will carry the costs of transport within the boundaries of RSA.
  - 4.2. Wildswinkel (Ockie Goosen 082 808 2479) or such other designated representative of the Seller, will control and manage the loading of the Buyer’s purchased animals. The Buyer or his representative entering the pens, do so at own risk, and in all instances indemnifies and holds the Auctioneer and Thaba Tholo harmless for any injury or death of any such person.
  - 4.2. To enable delivery and transport, the Buyer must furnish the Seller’s designated Contractor (Tina de Jager on 082 774 4777 or 079 525 7377) with proper directions, maps and all relevant authorizations, to facilitate such delivery.
  - 4.3. Delivery will be without delay, and within reasonable time and subject to full payment of the purchase price having been received.
  - 4.5. In all instances, Thaba Tholo only accepts liability for mortalities during transport, and excludes any other contemplated losses like aborted or non-viable fetuses, broken horns, broken legs, loss of income or future value etc.
5. **Limitation of liability**
  - 5.1. In any and all instances the liability of Thaba Tholo is strictly limited to the precise amount actually paid by the Purchaser, and excludes any future value, income, loss of income, deformation of an animal, or transport etc.

6. **No Guarantee**

- 6.1. The Seller has endeavoured to determine the sexes and health condition (including pregnancy) of animals, but does not warrant or guarantee the sex of any animal, or its particular health condition, including fertility or state of pregnancy, and any prospective buyer may at his/her cost & expense, inspect any animal and endeavour to establish or determine the sex or health of an animal, without removing said animal/s from the Auctioneer's or Seller's premises.
- 6.3. Horn measurements are performed to a specific date, and verified by external and independent consultants (Dr Louis Greeff from Medivet or Ockie Goosen from Wildswinkel, and the recorded date may be before the auction. Although independently recorded, neither the Auctioneer or Thaba Tholo accept liability for any variance in horn measurements at any juncture.

7. **Permits**

- 7.1. It is the prospective Buyer's responsibility to ensure that he has obtained the required permits or authorization from Dept of Environmental Affairs, enabling him to keep animals on his property.  
Buyers of listed TOPS species AND/OR DISEASE FREE BUFFALO must be in possession of the following appropriate permits: TOPS permit / Exemption permit / WR reg. certificate. The permits and authorizations are however, not a condition of the sale at auction, and closing of a bid on a buyer concludes an effective sale which may be enforced by either party. Note: Minimum sizes for introduction of game species in Limpopo, being the following : **50ha**: Impala, Blesbok, Springbok. **200ha**: Other species: **400ha**: Giraffe, Sable, White Rhino, Tsessebe, Roan and Buffalo].
- 7.3. The Buyer is responsible for payment, and application for the necessary permits from their Department of Environmental affairs.

8. **Keeping fees**

- 8.1. The Seller will absorb the keeping fees for animals in pens purchased, for the first 14 days after the auction date. Once the 14day period has expired, the keeping fees are liable to be paid by the Buyer to the Seller, on demand at the following rates:
- 8.2. LARGE ANIMALS: Buffalo @ R 140 / day / animal.  
OTHER ANIMALS: Sable, Roan, Eland, Tsessebe, Gemsbok and Nyala @ R 100 / day / animal.  
SMALL GAME: Bushbuck, Steenbok, Duiker, Impala @ R 50 / day / animal.
- 8.3. Keeping fees are subject to change upon written notice from the Seller to the Buyer.
- 8.4. Keeping fees do not include any Veterinarian services or feed, nor do they guarantee the security of any animal, or constitute a duty of care, and consequently the Seller is indemnified and held harmless against liability for the loss, injury or damage to any animal kept as contemplated.

9. **DNA Results**

Read with the conditions in clause 6 above in an effort to provide the best possible product, Thaba Tholo submits DNA samples to different institutions, in order to provide DNA profiling, fingerprinting and parentage confirmation. Nonetheless, Thaba Tholo does not guarantee the profiling and DNA profiling of any animal, and such profiling is not a warranty or guarantee issued by Thaba Tholo. Should it emanate that a DNA profile is incorrect, the Purchaser will be refunded as contemplated in clause 5.

10. **Severability**

The clause in these terms is severable for each other, and should it be found that any clause is inconsistent with any legislation, or unenforceable, such finding will not render the remainder of the terms unenforceable.

11. **INALA - BUFFALO BULL**

This is a “no frills” sale.

The transaction will be concluded at the fall of the hammer. The sale, irrespective of anything else in the Auctioneers terms, excludes any other conditions contemplated by any prospective buyer, such as any other animals to be sold together with it, or an extended stay with the Seller.

**Fall of the hammer to loading** - Thaba Tholo will refund the Purchaser the full auction price in the event of the death or irreparable injury, from fall of the hammer until successful loading onto the transport vehicle, to the Purchaser. The refund is limited to the auctioned price only.

**Loading to step off - “Inala”** will be insured at the Seller’s expense (to the limit of Fifty million Rands), from date of loading, including transit, safe step off, and up to 14 calendar days after step off, on the property of the Purchaser. An excess amount of 15% will be applicable upon an insurance claim, and will be borne by the Purchaser. The amount insured is limited to fifty million rands only or the exact auction price whichever is the least.

The auction price includes the transportation to the Purchaser’s designated property at the instance of Thaba Tholo, and subject to clause 4.

Read together with clause 9 above, the blood test results will be available at the auction. The blood test results expire on 22 October 2016 and should the Purchaser choose not to have the animal removed and transported before that date, the Thaba Tholo refund policy will apply to date of loading, but not beyond, 23 October 2016, after which the risk, (including re-testing of blood) of Thaba Tholo keeping the animal will be borne by the Purchaser, save for the insurance by Thaba Tholo, from loading to 14 days subsequent to safe step off.