ANNEXURE
RULES OF AUCTION
Live Webcast Auction on website www.livestockauctions.co.za

Herewith the Rules of Auction in accordance with Regulation 21 of the Consumer Protection Act 68 of 2008 ("the Act"):

1. DETAILS OF AUCTION

Place of auction:
3 Voortrekker Road, Portion 33 and 44, Vaalwater,

Method of Auction:
Live Webcast Auction

Time of auction:
11:00

Auction house:
African Wildlife Auctions (Pty) Ltd thru its website portal
www.livestockauctions.co.za
Registration number: 2005/042657/07

Name of website platform:
www.livestockauctions.co.za

Address of auction house:
3 Voortrekker Road, Portion 33 and 44, KR137,
Vaalwater, Waterberg, Limpopo.

Contact details of auction house:
Johan du Toit
082 416 8888
johan.dutoit@awla.co.za

2. In compliance with Regulation 21(2)(c) of the Regulations of the Act, all interested parties' attention is drawn to Section 45(2), (4) and (5) of the Act where it is stated that:

"(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 of a separate transaction.

(4) Notice must be given in advance that a sale by auction is subject to –

(a) a reserved or upset price; or

(b) a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.

(5) 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 –

(a) the owner or auctioneer must not bid (online or physical)or employ any person to bid at the sale;

(b) the auctioneer must not knowingly accept any bid from a person contemplated in paragraph (a); and

(c) the consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated."

3. These Rules of Auction comply with Section 45 of the Act as well as with the Regulations of the Act.

4. The Auction will commence at the published time (as published on the website www.livestockauctions.co.za) and it will not be delayed to enable any specific person or more persons in general to take part in the auction.

5. A person who intends to bid at the Auction must meet the requirements that every prospective bidder must prior to the commencement of the auction register his or her identity in the bidder's record, and such registration must, with the necessary changes, meet the requirements of Chapter 1 of the regulations of the Financial Intelligence Centre Act, 2001, published in Notice No. R.2595 in Gazette No. 24176 of 20 December 2002, in respect of establishment and verification of identity, and sign that entry.

6. A person who intends to bid on behalf of another person on Auction website must produce a letter of authority expressly authorizing him or her to do so and both that person and the person bidding on his or her behalf must meet the requirements that every prospective bidder must prior to the commencement of the auction register his or her identity in the bidder's record, and such registration must, with the necessary changes, meet the requirements of Chapter 1 of the regulations of the Financial Intelligence Centre Act, 2001, published in Notice No. R.2595 in

Gazette No. 24176 of 20 December 2002, in respect of establishment and verification of identity, and sign that entry.

7. Unless the Auctioneer is the owner or rightful owner (who has the right to sell) of the goods to be auctioned, all monies, minus the agreed commission and such additional costs as agreed upon, will be paid into the trust account of the Auctioneer for the benefit of the Seller.

8. Unless the reason for the auction is the voluntary disposal of goods by the owner, the Auctioneer will during the Auction announce the reason for the Auction electronically.

9. The bidders' record as contemplated in Regulation 26 of the Act is available for inspection at the address of the Auction House as stated above, during normal hours and free of charge.

10. The vendor roll as contemplated in Regulation 28(4) of the Act is available for inspection at the address of the Auction House as stated above, during normal hours and free of charge.

11. Breakdown of costs of Auction:

11.1. In respect to Livestock on Boma, the Auctioneer is entitled to a commission calculated as a percentage agreed upon between the Auctioneer and the Seller (exclusive of VAT) of the price achieved at the Auction;

11.2. In respect to Livestock on Catalogue, the Auctioneer is entitled to a commission calculated as a percentage agreed upon between the Auctioneer and the Seller (exclusive of VAT) of the price achieved at the Auction;

11.3. Marketing and advertising costs (which include the cost of catalogues) are calculated at a rate of 0.75% (zero point seven five PERCENT) of the projected turnover of the Auction;

11.4. Additional costs can be charged by the Auctioneer upon agreement between the Parties, which costs will be calculated at an agreed upon percentage calculated on the price achieved at auction, alternatively, the Reserve Price.

12. The Rules of Auction need not be read out at an auction to be valid, but only if –

12.1. the Rules of auction were, where applicable, available to the general public at least 24 hours prior to the commencement of the auction or electronically online on the website www.livestockauctions.co.za; or

12.2. the Rules are the same as previous auctions and are generally available at the Auction House or on the Auctioneer's website; or

12.3. at the Auction, the Auctioneer invites any person present to object to the Rules of Auction not being read upon, and nobody objects.

13. The Auction is an auction to be held with a Reserve Price, unless it is specifically advertised or announced on the website that the Auction or certain lots in the Auction are not subject to a Reserve Price. Each lot will display a notification if a reserve price is applicable or not on the electronic catalogue of the auction.

14. Under no circumstances is the Auctioneer or the Seller or their respective agents or representatives allowed to bid on any of the lots that are subject to a Reserve Price unless it has been specifically advertised or announced on the website that the Auctioneer or the Seller or their respective agents or representatives reserve the right to do so.

15. No lots sold will be permitted to be removed from the premises without the express written consent of the Auctioneer or similar documentation stating that the buyer has paid for the lots bought and that such lots can be removed by the buyer, his employee, agent or representative.

16. Every prospective bidder whose name appears in the bidders record/website bidding platform, shall be provided with a bidder number before he or she may bid, as well as a paddle or other device to which that number is attached in such a way that it is clearly visible to the persons present at the auction.

17. The auctioneer may refuse a person the right to remain in attendance at the Auction or on the website platform in the event that such person repeatedly behaves in such a way that disrupts the Auction.

18. The Auctioneer will afford potential buyers a reasonable period of time and opportunity to inspect the Livestock on offer prior to the commencement of the

Auction, but the Auctioneer may refuse access or restrict access to such Livestock if the potential buyers, after gaining access in any way, act unlawful or in contravention of the applicable Rules of Auction which require the potential buyers to adhere or to submit to any security measures reasonably applicable in the circumstances and no fee may be charged for such opportunity. All boma livestock on auction on the website is available for inspection 24 hours before the auction commencement on the website.

19. Subject to any Reserve Price and acceptance of the highest bid by the Seller, the highest bidder, when the Auctioneer announces the completion of a sale by the fall of the hammer, electronic website closing date or any other customary manner, is the purchaser of the Livestock or lots on auction. The fall of hammer for Live Webcast auctions is deemed to be on the closing date and time of the auction, closed for the specific auction.

20. All Livestock shall, under circumstances in 19 above, be deemed to have been sold and delivered to the buyer.

21. The buyer shall only be entitled to remove the Livestock so purchased when the total amount reflected on the Auctioneer's invoice in respect of such livestock, has been paid in full.

22. **All risk, profit and loss in and to the Livestock will immediately pass to the buyer once the Livestock has been sold to him, her or it, as contemplated in clause 19.**

23. All Livestock sold is payable immediately after the conclusion of the Auction and the Auctioneer will only accept payment by EFT (Electronic Funds Transfer).

24. If payment is made by way of direct cash deposit into the Auctioneer's nominated bank account, then such payment will attract an additional 3.5% (THREE AND A HALF PERCENT) cash handling fee.

25. Notwithstanding delivery of the Livestock, ownership therein will only pass to the buyer once all monies due to the Auctioneer have been paid.

26. The Auction shall take place under the exclusive control of the Auctioneer. The Auctioneer reserves the right to in his sole and absolute discretion refuse the bid of any person, to regulate the bidding and to indicate the highest bidder on the website.

27. Should the Auctioneer suspect that a bidder has not made a *bona fide* bid or is unable to pay the purchase price or has not made satisfactory arrangements for

the payment of the purchase price, then the Auctioneer may refuse or delete/ accept the bid of such bidder, or he may provisionally accept such bid until such time as the bidder has satisfied the Auctioneer that he, she or it is in a position to pay the purchase price and that he, she or it has made satisfactory arrangements for the payment of the purchase price.

28. On refusal of a bid or deleting of bid on website under any of the aforementioned circumstances or any other circumstances, the Auctioneer may re-auction the Livestock.

29. The Auctioneer may in its absolute and sole discretion nominates the highest bidder or re-auction a lot in the event that a dispute arises between the bidders or between the bidder and the Auctioneer.

30. All Livestock bought at the Auction must be removed within **5 (FIVE) days** after the day of the Auction, failing which the Auctioneer will charge the buyer for the additional housing, feeding, watering and general care associated with such further keeping of the animals on the Auctioneer's premises calculated at a rate of **1% (ONE PERCENT)** of the purchase price per animal per day plus any additional costs as may be necessary.

31. Any person instructed by the Auctioneer on behalf of the buyer to remove and transport Livestock from the Auctioneer's premises, will be deemed to be the contractor of the buyer and the buyer accepts all costs and risks associated with such removal and transport.

32. The buyer shall, prior to the auction, ascertain whether there are any visible or reasonably ascertainable defects in the Livestock and any bid by the buyer shall be considered as acceptance of the buyer's willingness to buy such Livestock despite any such defect and that the buyer is satisfied with the condition of the Livestock at the time of the Auction.

33. By entering a bid on the website for the specific auction, the prospective buyer binds himself, herself or itself to these Rules of Auction.

34. The buyer shall not be entitled to withhold payment of the purchase price to the Auctioneer as a result of any possible pending claim that the buyer may have against the Seller for any reason whatsoever.

35. A certificate issued by a manager or director of the Auctioneer, whose proof of appointment and authority shall not be necessary, shall be *prima facie* proof of the amount owing by the buyer to the Auctioneer or Seller.

36. Any indulgence granted by the Auctioneer or Seller to the buyer will not prejudice the rights of the Auctioneer or Seller in terms of these rules of Auction and such indulgence will not constitute an amendment, waiver or novation thereof.

37. The entries made in the Auctioneer's vendor roll shall be *prima facie* proof of the transaction between the Seller and the buyer.

38. If there is no bid received on a lot or if the bid does not equal or exceed the reserve price, then the Livestock may be withdrawn from the Auction.

39. The buyer will be liable to pay the Seller's or Auctioneer's costs on an attorney and own client scale as a result of any proceedings that have to be instituted against the buyer in the event of a dispute arising from these Rules of Auction.