

Cease Farming

19 AUGUST 2021

11:00, FARM LEKKERLEEF, MARBLE HALL


**Feeding equipment, Pellet Machines, Tractors, Farm implements
and many more on offer!**



Spesiale Losgoed verkoopsvoorwaardes

1. R1000 Terugbetaalbare deposito vir registrasie. Koper moet registreer en 'n afskrif van ID asook bewys van fisiese adres inhandig.
 2. Maatskappy/BK besonderhede word benodig vir registrasie van maatskappy/BK as koper.
 3. Gebruik asb die volgende bankbesonderhede vir die betaling van deposito en stuur die bewys van betaling aan andrekocklimpopo@gmail.com of sms na 071 688 2888 (Andre Kock & Seun Limpopo, Standard Bank Modimolle, 03122 9190 - Gebruik naam en van as verwysing van betaling)
 4. 5% koperskommissie betaalbaar op alle losgoedere.
 5. Herregistrasie van voertuie word tussen die koper en verkoper gereël.
 6. Daar is geen BTW betaalbaar op sommige losgoedere nie.
 7. Slegs elektroniese betalings of kontantbetalings op dag van veiling. 'n Kontantheringsfooi van 2% is van toepassing.
 8. Alle lotte word voetstoots verkoop.
 9. André Kock & Seun Limpopo se standaard verkoopswaardes is van toepassing en beskikbaar by www.andrekocklimpopo.co.za.
 10. Verkoper behou die reg voor om enige bate voor of tydens die veiling te onttrek sonder vooraf kennisgewing.
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Conditions of Sale

1. **R1000 Refundable deposit required for registration. Buyer must register and have a copy of ID as well as a proof of physical address.**
 2. **Company / CC details are required for registration of company / CC as buyer.**
 3. **Please use the following bank details for the payment of deposit and send the proof of payment to andrekocklimpopo@gmail.com or sms to 071 688 2888 (Andre Kock & Son Limpopo, Standard Bank Modimolle, 03122 9190 - Use name and surname as reference for payment)**
 4. **5% buyer's commission payable on all loose goods.**
 5. **Re-registration of vehicles is arranged between the buyer and seller.**
 6. **There is no VAT payable on some loose goods.**
 7. **Only electronic payments or cash payments on day of auction. A cash handling fee of 2% is applicable.**
 8. **All lots are sold voetstoots.**
 9. **André Kock & Son Limpopo's standard auction rules apply and are available at www.andrekocklimpopo.co.za.**
 10. **Seller reserves the right to withdraw any asset before or during the auction without prior notice.**
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PLEASE NOTE: LIVE & TIMED AUCTION

This auction is divided into 2 parts - LIVE AUCTION HOSTED BY ANDRE KOCK & SON (with live streaming and bidding through the WILDSWINKEL APP) and a TIMED Auction (independent bidding through the WILDSWINKEL app)



Some items will only be sold via the TIMED Auction and will not be available on the LIVE auction and vice versa.

Both the LIVE AND TIMED AUCTIONS will open Wednesday, 18 August 2021.

The LIVE AUCTION will close lot by lot as it is sold on the day of auction (19 August 2021).

The TIMED AUCTION will close Friday, 20 August 2021.

Bidders need to REGISTER FOR BOTH LIVE AND TIMED AUCTION on the Wildswinkel app in order to bid online. For bidding in person, register via the Andre Kock & Son website (instruction on following page).

In order for registration to be successful, a R1000 refundable deposit needs to be paid to Andre Kock & Son Limpopo (Andre Kock & Son Limpopo, Standard Bank Modimolle, 03122 9190 - Use name and surname as reference for payment) and send proof of payment to andrecocklimpopo@gmail.com or sms to 071 688 2888.

Register NOW as bidder and avoid long queues!

Scan the QR code with your mobile camera and register as a buyer for the auction or visit our website www.andrekocklimpopo.co.za



Click on the red [Register for this auction](#) button on the right side of your screen on www.andrekocklimpopo.co.za website under the Cease Farming tab

Please note: R1000 refundable deposit proof of payment, ID & FICA documents required for registration to be accepted.

Niel Swart (Auctioneer) **082 554 3070**
Niel Maritz **082 788 6640**
DJ Roux **082 079 6364**



For online auction registrations:
Hans Coetzee 083 742 1128
For floor and telephone buyers:
Register as a buyer on our web
www.andrekocklimpopo.co.za
(R1000 Refundable Deposit)
Niel Swart 082 554 3070



lot **101 A-Z** 20 Concrete Feeders





lot **102**

7 Feeder Molds





lot **103 A**

Steel Feed Through (Large)





lot **103 B**

4 x Steel Feed Through (Large)





lot **104 A**

Steel Feed Through. 1 with roof





lot **104 B** Steel Feed Through



lot **104 C** 4 Tick Offs





lot **104 D**

Small Water Throughs



Bid on
TIMED AUCTION



lot **104 E**

Large Water Throughs





lot **105 A - G** Steel Self Feeders (2 per lot)



lot **106**

1.8m Buff Sections





lot **107**

1.8m x 6m Buff Sections

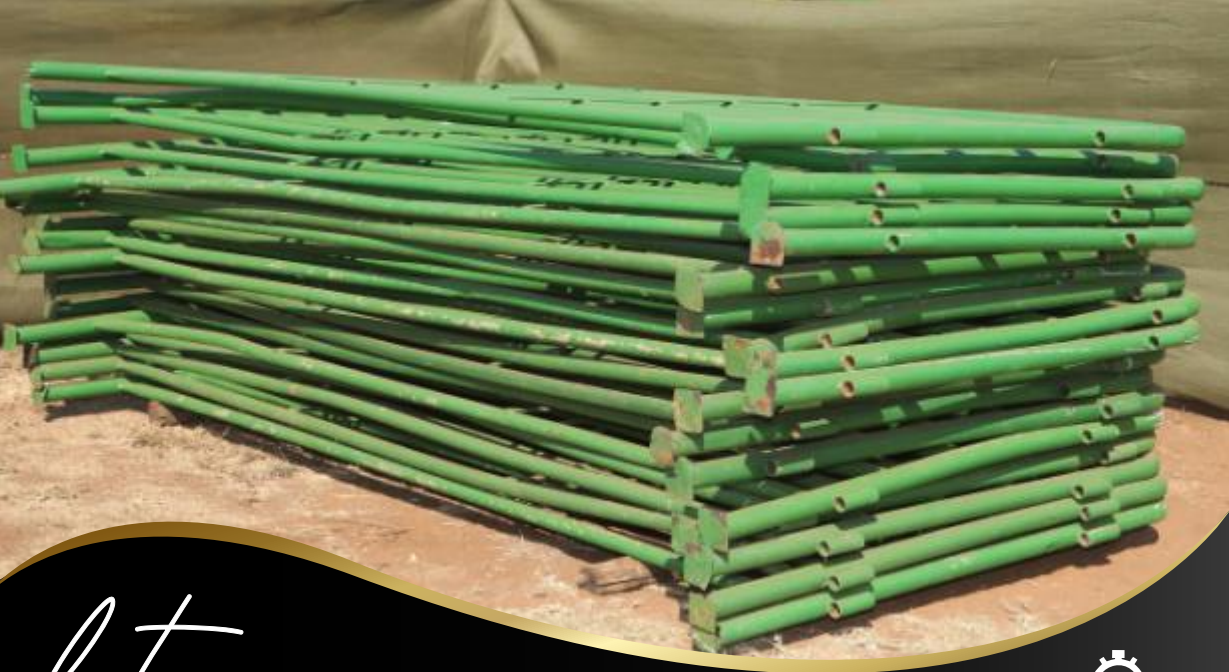

Bid on
TIMED AUCTION



lot **201**

Crib Sections (Large)





lot **202**

1.8m Sections



Bid on
TIMED AUCTION



lot **203**

1.2m Sections



lot **204 A** Calf Rings



lot **204 B** 2 Calf Rings



lot **204 C** 2 Calf Rings



lot **204 D** 2 Calf Rings



lot **205**

8 Bale Rings





lot **206**

Kuhn FC 202R Mower Conditioner

VIN nr: 67700 Saverne

 Bid on
LIVE AUCTION



lot **207**

Kuhn FC 353 RGC Mower Conditioner
3.5 meter | Series Name: FC353RGCC0059

 Bid on
LIVE AUCTION



lot **208**

Kuhn FC 4000 RG Mower Conditioner
4 meter | Series Name: FC4000RGC0093

 Bid on
LIVE AUCTION



lot **209**

Myburgh 6-Toll Rake

2013/180118/07 | Series name: 6H20190920

 Bid on
LIVE AUCTION



lot **210**

Myburgh 6-Toll Rake

2013/180118/07 | Series name: 6H20190920

 Bid on
LIVE AUCTION



lot **211**

Kuhn Rake GA 200

 Bid on
LIVE AUCTION



lot **212**

Kuhn Rake GA 300
Series name: 09900901

 Bid on
LIVE AUCTION



lot **213**

Taarup 9071s Double Rake

VIN nr: 0971s | Series name: 6962-5669

 Bid on
LIVE AUCTION



lot **301**

Claas Rollant 240 tou baler

Series name: 74901317 (Electrical wiring needs work)





lot **302**

Claas Rollant 250 net baler

Series name: 72503920

 Bid on
LIVE AUCTION

lot **303**

MC Hale F550
Baler

F550 With cutters
Series name: ADB00150





lot **304**

John Deere 359 Square Baler

Series name: CC0359X350973

 Bid on
LIVE AUCTION



lot **306**

Bale Collector

 Bid on
LIVE AUCTION



lot **307 A** Hydraulic Grab (Large)



lot **307 B** Hydraulic Grab (Small)



lot **308**

Keverneland CLC 11 Ripper
VIN nr: 8172 | Series name: CLC-11-87-A00

 Bid on
LIVE AUCTION



lot **309**

18 Disc Plough

 Bid on
LIVE AUCTION



lot **310**

Baldan 24 Disc Plough

 Bid on
LIVE AUCTION



lot **311**

6m John Deere Tiller

 Bid on
LIVE AUCTION



lot **312**

4 Row shovel

 Bid on
LIVE AUCTION



lot **313**

5 Furrow Plough

 Bid on
LIVE AUCTION



lot **314**

3 Furrow Plough





lot **315**

3 Furrow Plough





lot **401**

Loading auger - grain





lot **402**

1.8m Slasher

 Bid on
LIVE AUCTION



lot **403**

Falcon Haymaker 180EV

VIN Nr: F80-180EV | Series name: Falcon 29753-8669A





lot **404**

Falcon Haymaker 350V

VIN Nr: F80-350V | Series name: Falcon 29153-8586 8585A

 Bid on
LIVE AUCTION



lot **405**

John Deere 1750 Row Maize Planter

Series name: CJ1750X01007





lot **406**

John Deere 450 Planter (Wheat)
(Cover needs to be replaced)

 Bid on
LIVE AUCTION



With Kemper Grass Pickup
P3000 H | 96-48288

Kemper Champion 3000 Silage Harvester

Series name: 1KM3000RPD122323P | Grindstone in storage



lot **407**



lot **408**

Viccon Rota Flow Fertilizer Spreader

VIN no: 77154-01 01625 | Series: RO-M

 Bid on
LIVE AUCTION



lot **409**

Rovic RF 3000 Lime/Fertilizer Spreader

VIN no: D-10-56 | Series: Rovic AAL503

 Bid on
LIVE AUCTION



lot **410**

Mauritz Johnson OSS Citrus Spray

Series: Mauritz Johnson 28510B17





lot **411**

Jacto 800 Sprayer

VIN no: M-12 | Series: Jacto 359528

 Bid on
LIVE AUCTION

lot **413**

Spray Car
2000L



lot 414

Fertilizer Tank

10 000L



Bid on
LIVE AUCTION

lot **415**

Water Tank

In Frame | 1500L



lot 416

Water Trailer

500L



lot 417

Firefighter

2000L
(Requires pipes)



lot 418

Firefighter
10 000L





lot **501**

Grader Pull Behind Tractor (Hydraulic)

 Bid on
LIVE AUCTION



lot **502**

Tractor 3 point grader with road conditioner





lot **503**

Road conditioner with tyres



lot **505**

Taarup 614
Feed Mixer 10Mqb
Taurus 614 KVT6002279





lot **504**

Taurus 12.00 Feedcar (12Mqb)

Series: Taurus 272-BB-AE

 Bid on
LIVE AUCTION



lot **506**

Zago King Nt170 Feed Mixer 17Mqb
Series: Zago 170NT 10339698

 Bid on
LIVE AUCTION

lot **507**

Concrete Mixer

Large, Diesel, Electric Start



lot 508

Concrete Mixer

Small, Petrol



Bid on
LIVE AUCTION



lot **509**

Turner Morris Compactor

Series: Turner TR-8-45 VVV 700 HGX





lot **510**

Trailer 3Ton with High up

 Bid on
LIVE AUCTION

lot **511**

Tractor High Up





lot **512**

Tractor Soil Drill

 Bid on
LIVE AUCTION

lot **513**

Ridger & Leveller





lot **514**

Spike & Roller

 Bid on
LIVE AUCTION



lot **515**

Feed Trolley

 Bid on
LIVE AUCTION



lot **516**

Gates (Sliding & Hinged)





lot **517**

Gates 2.4m / 1.2m / Bonnox (Silver)

 Bid on
LIVE AUCTION



lot **601**

Game/Cattle Transport Container
2 Compartment

 Bid on
LIVE AUCTION



lot **602**

Game/Cattle Transport Container
3 Compartment

 Bid on
LIVE AUCTION



lot **603**

Cattle Trailer for Tractor





lot **604**

Leo Game Trailer

VIN no: AA9LEESS5YPAE1109 | Series: Leo Trailer S5 2000

 **Bid on
LIVE AUCTION**

lot **605**

Game / Cattle
Loading Ramp





lot **606**

Game Loading Through / Stretcher / Trailer

 Bid on
LIVE AUCTION



lot **607**

Game Capture Equipment





lot **608**

Hides (Bow Hunting)





lot **609**

Body Clamp & Passage





lot **610**

Game Viewing Trailer





lot **611**

5m Trailer 2 wheel, 3 Ton

 Bid on
LIVE AUCTION



lot **612**

8.7m Trailer 2 wheel, 6 Ton

 Bid on
LIVE AUCTION



lot **613**

8m Trailer 4 wheel, 8 Ton

 Bid on
LIVE AUCTION



lot **614**

8m Trailer 4 wheel, 8 Ton





lot **615**

Tractor Tip Trailer 5.5Mqb

 Bid on
LIVE AUCTION



lot **616**

Loading Conveyor

 Bid on
LIVE AUCTION



lot **617**

Silage Tip Trailer 37Mqb

 Bid on
LIVE AUCTION



lot **618**

Silage Tip Trailer 36Mqb

 Bid on
LIVE AUCTION



lot **701**

Tip Trailer 5 ton

 Bid on
TIMED AUCTION



lot **702**

4.5m Tip Trailer





lot **703**

Firefighter 2000L

lot 704

Sprayer



Bid on
TIMED AUCTION

lot 705

Sprayer



Bid on
TIMED AUCTION



lot **706**

Mower 4.5m


Bid on
TIMED AUCTION



lot **707 A** Mower 1.8m



lot **707 B** Tractor Mower



lot **708 A** 4-toll Rake





lot **708 B** Toll Rake

lot 709

Krone Kr125
Baler 1.2m



lot 710

Ripper 2t



Bid on
TIMED AUCTION

lot 711

3 Furrow Plough



Bid on
TIMED AUCTION



lot **712**

Plough 1.2m

 Bid on
TIMED AUCTION



lot **713**

Rotivator





lot **714 A** Tiller 1.2m



lot **714 B** Roller

lot **715**

Fertilizer Spreader



Bid on
TIMED AUCTION



lot **720**

Tractor Lift Grader



lot **721**

Concrete Mixer



Bid on
TIMED AUCTION



lot **800 A** Massey Ferguson 135

 Bid on
LIVE AUCTION

lot **800 B**

Skoffel



lot 800 C

Bale Loader



Bid on
LIVE AUCTION

lot 800 D

Ripper



lot 800 E

Dis



lot 800 F

Sprayer



lot 800 G

Rotovator



lot 801

Valtra T191

VIN No: YK5T191H0ES133005

Valtra T-Series
3500hrs



 Bid on
LIVE AUCTION

lot 802

New Holland TD95

VIN No: NHTD95A4HFB077711

New Holland TD Straddle

2011 Model

6230hrs



lot 803

New Holland TD95

VIN No: NHTD95A4HFB077598

New Holland TD Straddle
2011 Model



lot 804

New Holland 110-90



lot 805

New Holland 110-90

VIN No: NH1100900001286562

Hub, starter & canopy
needs work



lot 806

New Holland 110-90





lot **807**

John Deere 7410

Series: RW7410S001481 | 10 100hrs

 Bid on
LIVE AUCTION

lot 809

John Deere 2651

CJ2651M001951



lot 810

John Deere 2651

CJ2651M001919



lot **811**

John Deere 3130

3130J

Series: 199634L



Bid on
LIVE AUCTION

lot 812

Fordson Tractor





lot **901**

CAT D4 Dozer

VIN no: CAT00D4GHHYD01441 | Series: MHK09517 | 10 360hrs

 Bid on
LIVE AUCTION



lot **902**

Gallion Grader
Perkins Engine

 Bid on
LIVE AUCTION



lot **903**

JCB 506 HL

VIN no: SLP506C04E0587738 | Series: JCB 2002 506 Model

 Bid on
LIVE AUCTION



lot **904**

Volvo 460HP Horse

VIN no: YV2A4DBD322830677 | Series: Volvo FH12-460 2002 Model
735 495 km

 Bid on
LIVE AUCTION



lot **905**

Lowbed 25ton Abnormal
H1712 Model

 Bid on
LIVE AUCTION



lot **906**

Kubota L39 TLB

VIN no: L3960812 | Series: Kubota 2013 TLB

 Bid on
LIVE AUCTION



lot **907**

Kubota L39 TLB

Series: Kubota 2011 TLB | 5 573 hrs since recon

 Bid on
LIVE AUCTION



lot **1001**

Toyota Land Cruiser 4.2D

VIN No: JTELB71JX07070597 | Series: Land Cruiser 70. 373 000km

 Bid on
LIVE AUCTION



lot **1002**

Toyota Land Cruiser 4.2D

VIN No: AAPV0169990207983 | Series: Land Cruiser. 780 000km

 Bid on
LIVE AUCTION



lot **1003**

Nissan Patrol 4.8 Petrol

VIN No: JNITFSY61Z0555201 | Series: Nissan Patrol 2005. 209 000km

 Bid on
LIVE AUCTION



lot **1004**

Mazda Drifter 2.5D DC

VIN No: AFAABGK05AR389037 | Series: 2001 Drifter 2.5 Diesel. 532 110km



Bid on
LIVE AUCTION



lot **1005**

GWM Steed 4 2.8D (With Isuzu engine)

VIN No: LGWDBD379BB604866 | Series: 2011 GWM Steed. 200 000km

 **Bid on
LIVE AUCTION**



lot **1006**

Mahindra Scorpio (Toyota Diesel engine)

VIN No: MAITWZHSNE6064667 | Series: 2011 Scorpio Single Cab. 209 000km



Bonnet & Bumper
Redone since photo



lot **1007**

Tata Telcoline (With Toyota engine)

VIN No: MAT37402459R36721 | Series: Telcoline. 277 000km

 Bid on
LIVE AUCTION



lot **1008**

Mazda Drifter 2.5D

VIN No: NBBZL0201NR456268 | Series: Mazda Drifter 1989.

 Bid on
LIVE AUCTION



lot **1009**

Toyota Tazz

VIN No: EE909840048 | Series: 1992 Toyota Conquest. 290 945km





lot **1010**

Florid GWM

VIN No: LGWED2A36AE627876 | Series: 2009 GWM Florid.





lot **1011**

Ford Bantam

VIN No: AFAWXXMJKW7Y03600 | Series: 2007 Ford Bantam. 397 846km

 Bid on
LIVE AUCTION



lot **1012**

Mazda Game Viewer 2.5D

Series: Mazda B-Series

 Bid on
LIVE AUCTION

lot **1101**

Honda Sportax
400EX



lot **1102**

Kawasaki KEF300



lot **1103**

Kawasaki KEF300



lot **1104**

Polaris Ranger 4x4

4XPRD50A220000185

2002

1265hrs



Bid on
LIVE AUCTION



lot **1105**

John Deere Ride on Lawnmower

VIN No: 1GZZ165BEBC030258 | 380 hrs

 Bid on
LIVE AUCTION



lot **1106**

Yard Machines Ride on Lawnmower



lot **1201 A**

Silo with Dryer fan



Bid on
TIMED AUCTION

lot **1201 B**

Silo with Dryer fan



Bid on
TIMED AUCTION

lot 1202

Drotsky M100
Hammer Mill &
Cyclones



lot **1203**

Pilling Plant
90KW



Bid on
TIMED AUCTION

lot **1204**

Pelletizing Machine
FDSP 132KW

FDSP ring-die Pellet Mill
Model: SZLH508



Bid on
TIMED AUCTION

lot **1205**

**Pelletizing Machine
FDSP 132KW**

FDSP ring-die Pellet Mill
Model: SZLH508



Bid on
TIMED AUCTION

lot **1206**

Hammer Mill

Bottom drop & feeders



Bid on
TIMED AUCTION

lot 1207

Hammer Mill
Bottom drop & feeders



Bid on
TIMED AUCTION

lot **1301**

Washbay HP Pump
Service bay



Bid on
TIMED AUCTION

lot **1302**

A frame Crawl Beam
2 Ton 2T Crawl



Bid on
TIMED AUCTION

lot **1303**

A frame Crawl Beam
5 Ton 5T Crawl



Bid on
TIMED AUCTION

lot **1304**

Air compressor & HP
Pump

7.5KW Motor 400L Receive
4kw HP Pump



Bid on
TIMED AUCTION

lot **1305**

Diesel Car 750L
With 12V Pump



Bid on
TIMED AUCTION

lot **1306**

2 Diesel Tanks with
Pump
20 000L



Bid on
TIMED AUCTION

lot **1307**

Tanks and stands
2000L



Bid on
TIMED AUCTION



lot **1308**

Genset Service Trailer with Tools
With generator, dc welder, compressor, hyd p/pack

 Bid on
TIMED AUCTION

lot **1309**

Borehole Wheel



Bid on
TIMED AUCTION



lot **1401**

Electric Motors
Faulty (37KW)

 Bid on
TIMED AUCTION



lot **1402**

Electric Motors
Working





lot **1403**

Motored Gearboxes



lot **1404**

KSB Pumps

80-200 (2 off), 80-250, 859-100, 125-400



Bid on
TIMED AUCTION



lot **1405**

Petrol, Electric and submersible pumps



lot **1406**

Roll Bidum & 3 Silage Sails





lot **1407**

Borehole Pumps



lot **1408**

Workshop Tools
2 Invertor W Machines

 Bid on
TIMED AUCTION



lot **1409**

Generator / Welder, Diesel 10KVA / 7KVA

lot 1410

Wacker



Bid on
TIMED AUCTION



lot **1412**

Steel Valves, Flanges bends etc.


Bid on
TIMED AUCTION



lot **1413**

Top Links and lift arms



lot 1414

Ladders

Fibre glass, aluminum,
steel



Bid on
TIMED AUCTION

lot 1415

Chain blocks, chains,
Steel slings



Bid on
TIMED AUCTION

lot **1416**

Plumbing stock



Bid on
TIMED AUCTION



lot **1417**

Electric, Lights, Switchgear, Cables etc.


Bid on
TIMED AUCTION



lot **1418**

Oil, Diesel & Air Filters





lot **1419**

Couplings, sprockets, etc.



lot **1420**

Chainsaw and brushcutters



lot **1421**

Water fittings, Steel, plastic & PVC

 Bid on
TIMED AUCTION



lot **1422**

Bolts, Nuts, Fasteners, nails etc.


Bid on
TIMED AUCTION



lot **1423**

Starters, Alternators, Bearings, V-belts


Bid on
TIMED AUCTION



lot **1425**

Pivot, Motors, Gearboxes, Sprayers, etc.





lot **1501**

Grass Bales in stock



lot 1502

Tar Poles Dim
200mm.
2.5m - 7m



Bid on
TIMED AUCTION

OFFICIAL RULES AND CONDITIONS OF SALE
(in terms of article 45 of Act 68 of 2008 with regulations 28-38)

AUCTIONS HELD BY ANDRÉ KOCK & SEUN/SON BK.

WHEREAS auctions held by André Kock & Seun BK (the AUCTIONEER) pertaining to the selling of livestock (hereinafter referred to as GOODS) shall in all material times hereto be subjected to the terms and conditions of sale set forth hereinafter which terms and conditions shall be binding on all buyers, sellers or anyone present, AND WHEREAS the AUCTIONEER reserves the right to amend and/or supplement these terms and conditions by giving verbal notice before or during the auction, and/or by amending, and/or supplementing the terms and conditions applicable to this agreement, and/or the relevant part thereof.

NOW AND THEREFORE THE PARTIES UNDERTAKE AS FOLLOWS:

1. These conditions of sale do not affect the rights or responsibilities that was brought about between the AUCTIONEER and the seller.
2. The AUCTIONEER has the right to bid on behalf of the owner of the GOODS as well as on behalf of André Kock & Seun BK.
3. When GOODS are offered to be sold at the auction in lots, each lot should be deemed a separate transaction, unless proven otherwise.
4. Any person acting on behalf of a Company, Private Corporation, Trust, Firm, Organisation or Corporation (meaning "another person"), WILL have written authorisation that proves that he/she has the authority to act on behalf of somebody else and the authorisation should contain the following:
 - 4.1. When the buyer is bidding on behalf of another buyer, the authorisation must be stated on an official header of the original buyer which must be accompanied by a certified resolution from the buyer to empower him as such;
 - 4.2. The total amount of how much can be spent;
 - 4.3. The goods and/or livestock to be bought must be specified;
 - 4.4. The maximum price to be paid for the specified goods and/or livestock must reflect and taken into account the Rand-per-Kilogram price excluding VAT.
5. All buyers must register his or her principal's (where applicable) identity in terms of Chapter 1 of the Financial Intelligence Centre Act 28 of 2001 as verification of their identity which must be signed accordingly. The buyer will sign the principal's invoice on behalf of the real buyer to reflect both their identities on the invoice documentation.
6. No bids will be accepted from any bidder that has not followed the correct procedures to register in accordance to the terms of Regulation 26 and whose name or identity does not appear on the bidder's records.

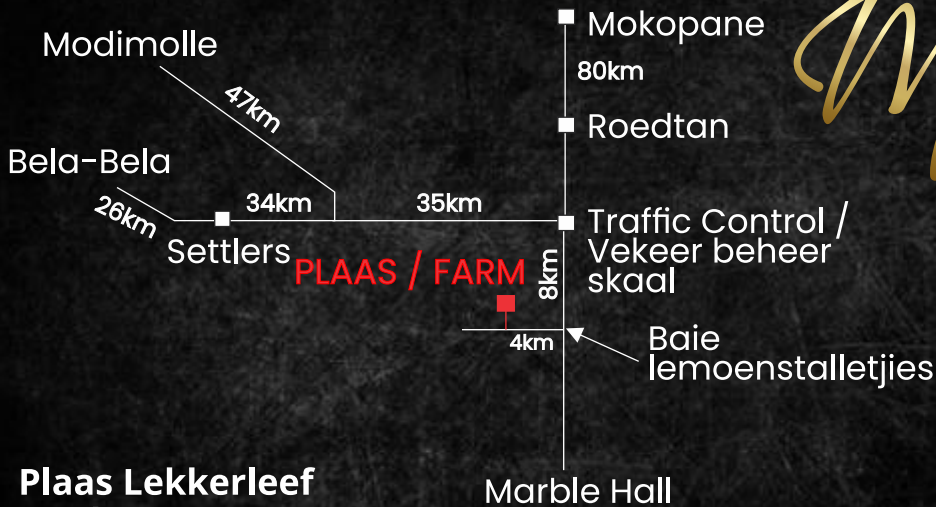
The AUCTIONEER hereby declares to pay all monies due, minus the agreed upon commission and other expenses, into his trust account when the AUCTIONEER is not the owner of legitimate holder or owner of the goods and/or livestock.

7. The AUCTIONEER will announce the rules of the auction during the event if the sale of the goods is sold under normal circumstances and voluntarily by the owner.
8. The buyers' records referred to in Regulation 26 and the venture in terms of Regulation 28 (4) is available for inspection during normal business hours.
9. The AUCTIONEER is the organiser of the bidding processes and will use his own discretion in case where any discrepancies arise. Subject to the AUCTIONEER's discretion, he has the right to reject any bid coupled with a reserve price of GOODS put in place by the seller. The GOODS will then be sold to the highest bidder.
10. All sales shall be settled CASH unless the buyer can prove that a legal buyers' agreement was reached before the auction between him and the auctioneer.
11. If auction credit was granted to a buyer that has not entered into a buyers' agreement before the auction, it is stipulated that the terms and conditions relevant to the AUCTIONEER's buyers' agreement as if it was agreed upon. However, no GOODS will be removed before such an agreement with all its terms and agreements was agreed to and duly signed.
 - 12.1. If the AUCTIONEER granted credit to the buyer before or during the auction and the buyer refuses or neglect to sign a buyers' agreement, the granted credit will expire with immediate effect. The buyer then must pay cash before the GOODS are removed from the auction area. If the GOODS have already been removed, the AUCTIONEER has the same rights as referred to in paragraph 16. All monies owed by the buyer should then be paid plus prime interest retrospectively to the date of the auction and the AUCTIONEER can capitalise on the interest monthly.
 - 12.2. No GOODS may be removed from the area before the buyer who won the bid, instead a BUYERS' invoice which were duly signed, and/or the agreement conditions mentioned in ad paragraphs 13 and 14 have been fulfilled.
14. Should the buyer remove the GOODS without honouring the conditions as mentioned in paragraphs 13 and 14, and/or if he paid per cheque and the cheque is returned or not accepted by a bank, the AUCTIONEER has the right to impound the GOODS straight away for it to be re-auctioned at the sole cost and risk of the buyer. The net proceeds of this auction, after deduction of all costs and safekeeping of impounded GOODS, as well as any cost incurred by the AUCTIONEER, will be credited to the buyer's account with the express understanding that he stays responsible for any consequences of the impoundment including interest as mentioned in ad paragraph 14 which has absolutely no effect on the conditions addressed in ad paragraphs 33 and 34.
15. If the opposite is proven, the buyer acknowledges the goods are sold rootstoots and that the AUCTIONEER shall not be bound by any guarantee of whatsoever nature completed before the sale.
16. The AUCTIONEER shall not be responsible for any damage caused by or to the GOODS while under his supervision or the supervision of his employees, irrespective of whether such damages was caused by negligence on the part of AUCTIONEER and/or his employees of whatsoever nature. For the purpose hereof, damage also means and/or includes infection and/or any ailment of whatsoever nature to any livestock which may have arisen during and/or before the sale.
17. From the moment of acceptance of the buyers offer by the auctioneer, all risks shall automatically pass to the buyer.
18. Any person bringing wild or dangerous animals to the auction area, will be held responsible for any injuries or damages caused to any person or property. The AUCTIONEER cannot be held responsible for any such incidents and is unconditionally indemnified from any such incidents or injuries.
19. No BONA FIDE mistake made by the AUCTIONEER shall be binding on the AUCTIONEER, seller or buyer.
20. Any entries made by the AUCTIONEER in the auction documents shall be conclusive evidence of GOODS sold and/or bought at the auction.
21. The right of admission to auctions are held by the AUCTIONEER and he can refuse entry to the auction area at his sole behest without giving specific reasons.
22. All persons entering the auctions area, do so at their own risk and the AUCTIONEER does not take any responsibility for any damages and/or injuries to property and people on the premises even though it might have been caused by the negligence of the AUCTIONEER or his employees.

23. If the seller gives the buyer a postponement of payment, it is done at the seller's own risk if it does not harm the AUCTIONEER's right of selling conditions, and/or impeding the AUCTIONEER's agreement rights. Moreover, the foregoing shall not vary the conditions of sale and/or changes to the agreement to sell. Both the seller and buyer expressly and confirm that they are bound by the stipulations, terms and conditions as stated in this agreement.
24. No rights of debt comparisons between the seller and buyer or between the buyer and AUCTIONEER would be recognised and the seller expressly negate his right to apply any such comparisons. The seller is responsible to pay the AUCTIONEER for GOODS bought even if a dispute between the two parties has arisen. This buyer retains the right to take legal action against the seller.
 - 24.1. The AUCTIONEER undertakes to pay the seller the amount gotten for GOODS on sale. The AUCTIONEER has the right to calculate his commission at a legal premium rate as agreed upon in writing as well as bring into account other monies that are due to him by the seller.
 - 24.2. The seller unconditionally safeguards the AUCTIONEER against any possible claims the buyer of the GOODS might instigate against the AUCTIONEER because of guarantees of representation made by the seller to the buyer.
 - 24.3. The seller guarantees that he is the owner of the goods on sale and if not so, that the owner gave him permission and authorisation to sell and later transfer the property rights to the seller. If he does not have the necessary powers, he must undertake to honour all responsibilities towards the AUCTIONEER as if he was the owner and had authority.
 - 24.4. A seller of GOODS who did not have authorisation from the owner to sell GOODS indemnifies the AUCTIONEER unconditionally against any claims which the rightful owner or buyer might start have against the AUCTIONEER after the transaction without first obtaining the necessary authorisation.
25. Nevertheless, the AUCTIONEER does not guarantee the buyer property rights of taking possession or safekeeping of the goods.
26. The seller must immediately, after the sale of the goods, sign the AUCTIONEER'S SELLER'S invoice as explained in paragraph 24.1.
27. The AUCTIONEER has the right to decline to sell anything on behalf of a seller at the auction.
28. When the AUCTIONEER pays the amount of sale of the GOODS to the seller, he cedes to the seller all rights, title and all interest claims benefited from the sale of the goods as well as any beneficial rights that he might have over the GOODS to the AUCTIONEER if the buyer has credit to pay for the goods.
29. Bestowing to article 49(2) of Act 12 of 1975, the SELLER gives permission that the livestock sold by him at the auction, shall be sold by the AUCTIONEER together with other animals to be sold at the auction.
30. Ownership of the GOODS are reserved until payment of the full outstanding purchase prices are paid and all risk of whatever nature in and to the GOODS, shall pass to the buyer on acceptance of the buyer's offer by the AUCTIONEER.
31. From the moment of acceptance of the buyer's offer, the seller transfers all rights to the GOODS over to the AUCTIONEER if the BUYER has settled for credit like explained in paragraphs 13 and 14. By doing this, the seller and buyer of the goods agree that the right to the property, are transferred to the AUCTIONEER even though the buyer might already have been in the physical possession of the goods.
32. The buyer confirms that the AUCTIONEER keeps possession of the GOODS until payment of the full purchase price, interest and other costs are paid for and is not further seen as security for the conditions of sale. The seller will transfer his/her rights over to the AUCTIONEER as well as the title and bookkeeping records.
33. The BUYER hereby undertake as follows:
 - 33.1.1. he must give the AUCTIONEER, within three days hereof, a written demand to the BUYER for a complete list of debtors with their full name, addresses, their professions and an indication of how much is owed to them, details on any other monies owed, title deeds and conditions regarding any open account of credit.
 - 33.1.2. to present on demand bank drafts, promises, cheques, title deeds and any other securities as referred to in sub paragraph 34.1.1, ceded and handed over, properly endorsed to the AUCTIONEER in such a manner that he becomes the rightful owner of the GOODS and has the right to force payment from the buyer;
 - 33.1.3. to give permission and the right to the AUCTIONEER or his representative to have access during normal business hours, to any documents, correspondence, receipts, books, negotiations and any information regarding any debtors;
 - 33.1.4. give permission to the AUCTIONEER to have access to all information about any debtors to collect such debt
 - 33.2. With this, the buyer gives his permission to the AUCTIONEER to inform debtors of the reason.
 - 33.3. The AUCTIONEER hereby accepts the mentioned condition.
34. The terms and conditions in the AUCTIONEER'S deed of sale, of which a copy is available on request at the auction, is binding on all BUYERS whatever agreement he signed to bid at the auction. The BUYER is bound by the agreement and may request to sign such documentation if he did not do so before the auction.
35. Each buyer must furnish his full physical and postal address to the AUCTIONEER and if he is buying on behalf of a third party, firm, partnership trust or judicial body, also the full address of such principal.
36. If the BUYER should request the auctioneer to arrange for the safe keeping of the GOODS and/or transportation thereof, he shall be pay the costs involved together with any interest as referred to in paragraph 14 to the AUCTIONEER on request. If such arrangements are made with a third party, the AUCTIONEER undertakes as the agent of the BUYER and the BUYER shall be responsible to such third party for the relevant costs. The BUYER indemnifies the AUCTIONEER against any claim which the third party may have against the AUCTIONEER. The arrangements, safe keeping and transport are the sole risk of the BUYER and the AUCTIONEER shall not be liable for any damages to the GOODS or the destruction and/or deterioration and of depreciation of the GOODS for any reason whatsoever.
37. The BUYER is responsible to the AUCTIONEER as joint principal debtor in SOLIDUM for the payment of the amount paid for the GOODS.
38. When the AUCTIONEER knows that the actual buyer is a third party, firm, partnership trust or judicial body that committed to a deed of sale with the BUYER present at the auction, the third party, firm, partnership trust or judicial body is deemed to be the actual buyer whether or not their respective names appear on the BUYER'S INVOICE.
39. It is neither the duty nor the responsibility of the AUCTIONEER to supply any documents such as registration certificates, permits service certificates, transfer documents, health certificates or any other documents relating to the GOODS to the BUYER or to see to or arrange for the supply thereof.
40. If there is a difference between the definition of these rules and conditions of sale in the English translation of the rules, the rules and conditions of sale remain the same as if there is no English translation.

I hereby declare that I, according my knowledge, comply with all the rules as documented in Regulation 21 regarding auctions held by ANDRÉ KOCK & SEUN/SON BK.

Map



**Plaas Lekkerleef
Marble Hall**
S 24° 58' 33.1"
O 29° 12' 25.4"

PLAAS / FARM

Contact

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om aanlyn te bieb:



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