

AUCTION AGREEMENT

AGREEMENT MADE ENTERED INTO BY AND BETWEEN :

S.A. HOLSTEIN

(hereinafter referred to as "S.A.H" and herein represented by a SA Holstein representative duly authorised thereto)

and

(hereinafter referred to as the "SELLER")

WHEREAS the Seller is desirous of arranging a sale under the auspices of S.A. Holstein, on _____
at _____,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS :

1.

The Seller undertakes and guarantees that :

- (i) all animals shall be free or negative tested of tuberculosis and brucellosis (contagious abortion) on the day of the sale; the seller must be in possession of a TB & CA certificate, which must be handed in to the S.A.H. representative before the sale which must be free or tested negative for the whole herd, but in the case of TB, certificates for specific animals will be acceptable.
- (ii) that grade animals shall only be offered on the condition that they have been approved by an Official of S.A.H before the sale;
- (iii) that all Holstein animals on offer at the sale shall be subject to the approval of an Official of S.A.H before the sale and that only approved animals shall be sold at such sale;
- (iv) that the specific entry standards shall be complied with;
- (v) animals in calf from other Breeds or from Grade Holstein Bulls shall be brought to the attention of the Official;
- (vi) he shall be the owner of the animals on offer;
- (vii) a Written addendum to the catalogue must be available on the day of the sale, but BEFORE the sale starts, to prospective buyers with all details on animals different to what appear in the sale catalogue. The seller takes all responsibility for information different to the sale catalogue, if no addendum is available.

2.

The Seller undertakes to provide S.A.H with a list of the names and registration numbers of all animals to be offered at the sale at least eight weeks before the date of the sale together with AI particulars and all relevant comments.

3.

The Seller undertakes to pay S.A.H one percent of the total turnover of the Seller's animals on the sale in respect of the animals sold at the mentioned sale, and hereby irrevocably and in rem suam authorises the auctioneer to pay the set one percent over to S.A. Holstein, unless otherwise agreed.

4.

The seller binds himself to a code of conduct entirely compliant with paragraph 8.2 (b) of the constitution in his receiving and accepting of bids on the auction referred to in this agreement, or in transactions consequent to the sale.

5.

The Seller agrees further :

- (i) to provide the Official of S.A.H with all the registration certificates of animals on offer at the mentioned sale, be given before the end of the sale;
- (ii) to give the relevant Official concerned with the sale a complete Cover Certificate (Document No 2231) and/or an Insemination Certificate Schedule K (Document No 2261) and/or Schedule O in the case of embryos, in respect of each female animal in calf before the sale;
- (iii) to disclose any defect, disease condition or fault not conspicuous to the appointed Official of S.A.H at the time of the latter person's selection of the animals;
- (iv) not to advertise this sale as being under the auspices of S.A.H before this Agreement has been accepted by S.A.H and signed, and in the instance of the said sale being advertised as such before the agreement has been signed and approved, such Seller shall be guilty of breach of contract and liable to pay the S.A.H the mentioned commission of one percent.

6.

S.A.H agrees to :

- (i) give the Auctioneers/Owner the necessary pedigrees as requested by the Seller for use in the sale catalogue;
- (ii) give the documents referred to earlier, namely Document 2231, Schedule K, Document 2261 and Schedule O, to the Owner;
- (iii) appoint an Official at least one day before the sale to select the animals for the sale;
- (iv) supply to the Auctioneer a list of all outstanding amounts that extend the limit of 90 days due to S.A.H regarding private auctions.

7.

The Seller herewith irrevocably and in rem suam authorises the Auctioneers to pay over to S.A.H the one percent commission, or agreed upon amount, referred to in Paragraph 4 supra, within 14 days after the said sale, together with details of transfers that includes the date of selling, lot numbers sold, and the name and address of both the Seller and Buyer.

8.

The Seller furthermore irrevocably and in rem suam authorises the auctioneers, to subtract from the proceeds of the sale and to pay over to S.A.H within 14 days, all outstanding amounts (as in Par 6 (iv) mentioned) due by the Seller to S.A.H as will appear more fully from Annexure "A" hereto.

9.

This agreement shall be null and void unless the Auctioneers become a party to this agreement by affixing their signature hereto.

10.

The parties hereto agree that this is the entire agreement between the parties and no amendment, variation or addition to this agreement shall be of any force and effect unless put into writing and signed by all three parties hereto.

	YES	NO
Want two generation pedigrees		
Want three generation pedigrees		
Want no pedigrees		

SIGNED AT _____ on this ____ day of _____.

AS WITNESSES :

1. _____

2. _____

SIGNATURE OF THE SELLER

ADDRESS OF SELLER :

SIGNED AT _____ on this ____ day of _____.

AS WITNESSES :

1. _____

2. _____

FOR S.A. HOLSTEIN DULY AUTHORISED THERETO

SIGNED AT _____ on this ____ day of _____.

AS WITNESSES :

- 1. _____
- 2. _____

**SIGNATURE OF AUCTIONEER'S
REPRESENTATIVE DULY AUTHORISED
THERE TO**

STAMP OF AUCTIONEER

ACCEPTANCE by the AUCTIONEER

I, the undersigned, duly authorised by _____ hereby accepts the irrevocable and in **rem suam** authorization given by _____ in terms of Clauses 7 and 8 of the agreement signed between S.A. Holstein and _____ annexed hereto marked Annexure "B".

q.q.

It is hereby confirmed that _____ has been duly authorised and is entitle to sign the above mentioned acceptance for and on behalf of

D I R E C T O R

STAMP OF COMPANY

ANNEXURE "A"AMOUNTS DUE TO S.A. HOLSTEIN

Member Number _____

- | | | |
|----|--|---------------|
| 1. | Outstanding account on the day of sale | R_____ |
| 2. | Pedigrees for sale | R_____ |
| 3. | Commission | R_____ |
| 4. | Further transactions excluded up and until date of auction | R_____ |
| | Total amount due | R_____ |