

Bees Winkel (Pty) Ltd, Registration 2017/030149/07 Trading as beeswinkel.co.za - Terms and Conditions

This electronic trading platform will be conducted within the framework of the rules listed below and other provisions that may be added by the administrator via e-mail or as posted on [www.beeswinkel.co.za](http://www.beeswinkel.co.za)

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You are not permitted to use any trademarks or service marks whether registered or unregistered of Beeswinkel or any Horizontal Supply Chain Associates organisations without prior written consent.

The Buyers, The Sellers and Beeswinkel agree that the terms listed herein shall govern each and every online sale. In respect of each auction the Parties to the sale flowing from the auction is the Seller, Beeswinkel and the successful Buyer.

## 1. Registration

1.1 Sellers and Buyers are required to register as a user by completing the online "User Registration Page" on the Website and submitting it to Beeswinkel. ("herein Users") You agree to ensure that your registration details are true and accurate and to update any details when necessary via the Website.

1.2 All of the registration information a Buyer or Sellers provides to Beeswinkel shall be current, complete and accurate. All Buyers must be 18 years of age or older. Users agree to not use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted on and during any sale.

## 2. Ownership

In these terms and conditions, a Seller sells to Beeswinkel and a Buyer buys from Beeswinkel. Ownership passes from the Seller to Beeswinkel and from Beeswinkel to the Buyer as provided for herein.

## 3. Log-in security

3.1 Users are solely responsible for keeping their personal username and password secure and confidential. You should not disclose your username or password to any other party. Once logged on you take full responsibility for transactions effected. If you believe that Your username and/or password has been compromised, or you are aware of any other breach of security regarding the Beeswinkel platform, then you must notify Beeswinkel immediately at [admin@beeswinkel.co.za](mailto:admin@beeswinkel.co.za) as a

Buyer remains responsible for any purchase transactions placed under its buying number and password

4. Settlement of sales

4.1 Beeswinkel shall settle all Sellers to Beeswinkel by electronic transfer of funds. All settlement of sales by Buyers shall be by means of electronic transfer to Beeswinkel nominated account as depicted on Beeswinkel Invoice.

5. VAT/ sales fee

All sales commission are subject to VAT. All purchases by Beeswinkel from Sellers are subject to a 2.9% commission fee levied by Beeswinkel against the sale through the Beeswinkel on-line sales platform at [www.beeswinkel.com](http://www.beeswinkel.com) ("the Website" or "the Beeswinkel platform")

6. Cash sales

6.1 Unless credit has been extended to a Buyer a Buyer shall pay for all purchases on loading and before removal. In such event ownership and risk passes FROM THE Seller to Beeswinkel and from Beeswinkel to the Buyer at the moment of removal, barring payment having been made.

6.2 Buyer must inspect livestock before loading as provided for herein. If Buyer is relying on a third party to inspect livestock and the third party load and remove the livestock Buyer shall be bound the terms of agreement as if Buyer had personally inspected the livestock prior to loading.

6. Credit sales

7.1 In the event that Beeswinkel affords a pre-approved Buyer a deferred payment period the standard deferred payment period shall be 7 (seven) calendar days from the delivery date which shall be the date of the weigh bridge slip at the point of delivery. (herein "delivery date") Buyer to send weigh bridge slip to [admin@beeswinkel.co.za](mailto:admin@beeswinkel.co.za) forthwith upon receipt thereof.

7.2 Beeswinkel may on application by a pre-approved Buyer extend the period of 7 (seven) days in 6.1 with further periods of 7 (seven) days. Such further extension –

6.2.1 is in the sole discretion of Beeswinkel, and

6.2.2 shall never be implied but only be valid if authorised by Beeswinkel in an official letter and signed by its duly authorised director.

7.3 The only Buyers eligible to apply for deferred payment are buyers who are a juristic person, whose asset value or annual turnover, together with the combined asset value or annual turnover of all its related juristic persons, at the time of the application for deferred payment, prior to the purchase being made, equals or exceeds the threshold value determined by the Minister of Finance, in terms of section 7 (1) of the National Credit Act, 2005, from time to time. The threshold is currently R 1,000,00.00 (one million rand)

8. Pactum reservati domini / agency / risk

8.1 In the event of a credit sale –

8.1.1 Beeswinkel retains ownership of the livestock sold until payment in lieu thereof has been received by Beeswinkel from the Buyer in full. There shall be no partial transfer of ownership in respect of partial payments made in respect of a lot purchased.

8.1.2 The Buyer under a deferred payment is an agent for and on behalf of Beeswinkel, which agency the Buyer accepts. The Buyer keeps the livestock for and on behalf of Beeswinkel, who shall be entitled to lawfully remove the animals from its agent if not paid for on the deferred payment date plus 72 (seventy-two hours). Seventy-two hours is taken as three calendar days. The agency lapses upon payment by Buyer / Agent of the full purchase price.

8.2 In the event of a removal by Beeswinkel of livestock in accordance with paragraph 7.1.2, the Buyer, in its capacity as Beeswinkel agent, shall have no lien over the livestock for feed, medicine, improvement and any other beneficiation or expenses incurred with respect to the livestock.

8.3 The risk of the livestock passes to the Buyer, acting as the Beeswinkel Agent, upon removal thereof from Seller premises.

## 9. Payment of Seller

Beeswinkel shall pay all Sellers in respect of livestock purchased within 7 (seven) days of the removal date of the livestock, on condition that it has furnished Beeswinkel with –

9.1 an invoice in respect of the sale which invoice must state the number and a description of the livestock sold, and

9.2 a health certificate issued by the state veterinarian or other authorised veterinarian, if applicable at the time of the sale.

9.3 Weigh bridge slip if livestock is weighed on weigh bridge or other weighing method at or near Seller premises as agreed upon in advance before the sale takes place.

9.4

All documents to be sent by email to [admin@beeswinkel.co.za](mailto:admin@beeswinkel.co.za) with auction Lot number as the email topic.

## 10. Insurance

Buyers shall at all times be responsible to insure livestock purchased for transit to Buyer premises from Seller premises.

## 11. Early settlement / Deferred payment fee

11.1 Beeswinkel offers Seller an immediate settlement payable on the day after the date of removal of the livestock, in lieu of 7 (seven) days thereafter, at an increased commission fee of 4% that has to be agreed upon in advance before the sale takes place

11.2 Except where agreed to between Beeswinkel and a Buyer, to the contrary, a Buyer requesting deferred payment, shall pay a commission fee in respect of such deferred payment at 4% of the amount due per seven day cycle of deferred payment.

## 12. Credit Application Form

Beeswinkel may in its sole discretion and at any time during or before its relationship with a Buyer request a Buyer to complete such credit application form as Beeswinkel in its sole discretion may direct.

### 13. Namibia / Botswana Sellers

13.1 Sellers from Namibia and Botswana can load livestock for sale on the Beeswinkel platform. In the event of a successful auction and sale to a Buyer in one of the other two countries, Buyer shall invoice the Seller directly for the full purchase price. Upon receipt of livestock by Buyer it shall pay Seller but deduct the Beeswinkel 2.9% admin fee from the purchase which commission, be reflected as an expense on its invoice to Seller and the Buyer shall pay the commission to Beeswinkel.

13.2 If a Namibian or Botswana Seller sells to an in-country Buyer the normal rules of payment apply.

### 14. Non-revocation of purchases

14.1 A credit sale buyer cannot renege on a transaction when it has successfully placed a bid. Any discrepancy in weight and quality of livestock upon arrival at Buyer shall be regulated by Beeswinkel SOP and the final price shall be adjusted in accordance with the terms of the SOP. Beeswinkel shall have the right in its sole discretion, in extreme cases not amendable by the SOP, to cancel the transaction and return the livestock to the Seller at the Sellers expense.

14.2 Cash sales Buyers need to familiarise them self with the weight and quality of livestock purchased before paying for and removing them. By removing the livestock the cash Buyer accepts the correctness of the Lot purchased, as is.

### 15. Removal times

15.1 Buyer shall be responsible for making all arrangements for merchandise pick-up and/or removal per specific terms or conditions listed for sale. Please note that some removal times are short, be aware of removal times when you buy.

15.2 The usual maximum removal time after a successful auction is 5 (five) working days.

### 16. General

16.1 Beeswinkel reserves the right to, at its own discretion to change the commision structure for Buyers and Sellers.

16.2 a Seller listing livestock for sale on the Beeswinkel platform can set required minimum price also referred to as the "reserve price".

16.3 Buyer agrees that the Online Auction work on a system where either the maximum value of a lot gets counted down automatically via predetermined decrements, to a lesser / reserve price, known as our Reverse Auction or where the maximum value (the sale price) of a lot is determined by prompting/asking for a higher/next bid within a predetermined time frame and predetermined increments . Individual internet speed of Buyers might mean that Buyers got beaten by another Buyer. This online auction works on a first come first served basis and Beeswinkel's designation of Buyer is final.

16.4 Buyer acknowledges that all item/lots were available for video / photo inspection, and for physical inspection should the Buyer have so elected, prior to the sale and were satisfied. Beeswinkel

encourages Buyer to carefully inspect each Lot in which Buyer had any interest to determine the Lots` nature, quality, condition, sex percentages, quantity, size and grade.

16.5 All Buyers rely solely on their/its personal inspection and interpretation of information provided by Beeswinkel`s Seller. Therefore, if the Buyer are unsure – Do not Buy.

16.6 The Website User Agreement constitutes the final expression of the parties` agreement and a complete and exclusive statement of the terms of the sale. The IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED from this sale and transaction and shall NOT apply to the merchandise that is the subject of these sales.

16.7 Beeswinkel does not have control over the item/lots that are posted on the Website / platform and cannot guarantee the authenticity and quality of said product posted by its Sellers, hence the remedies offered in the SOP, and as otherwise tabled herein.

16.8 Beeswinkel gathers information about Buyers and Sellers for the purposes of the furtherance of economic activities on the Beeswinkel platform only. Beeswinkel will not sell, rent or otherwise disseminate this information. Buyers and Sellers use the Beeswinkel platform at their own risk. Beeswinkel takes every effort reasonably commercially viable to ensure a safe platform for Seller and Buyer to trade on. Beeswinkel is not responsible for any losses, including loss of Seller and Buyer information, suffered due to Beeswinkel platform failure or unlawful penetration thereof for any reasons, whatsoever, out of its control.

16.9 Beeswinkel reserves the right to withdraw Lots listed for auction before the auction at its own discretion.

16.10 Beeswinkel reserve the right to reject any and all bids / offers to buy in their sole discretion.

16.11 Buyer will be furnished an electronic receipt at the conclusion of the sale. Buyer must provide Beeswinkel with Buyer`s current, correct e-mail address, phone number, and physical address.

16.12 Any livestock sold on the Beeswinkel platform may become undeliverable by Beeswinkel for reasons of, including but not limited to, theft, fire, storms, riots, acts of God, viz mayor etc. In such event Beeswinkel shall be entitled to cancel the sale and restore the status quo ante and Buyer shall have no claim against Beeswinkel for losses of any kind or whatsoever.

16.13 No adjustment will be made with regard to a Lot`s inventory by Seller after a successful sale.

16.14 Beeswinkel cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions in the functionality of the Beeswinkel platform, caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Website. Seller and Buyer acknowledge that auction sales are conducted electronically and rely on hardware and software that may malfunction without warning. Beeswinkel, in its sole discretion, may void any sale, temporarily suspend buying and selling of livestock Lots that were affected by any malfunction. The decision of Beeswinkel is final.

16.15 Beeswinkel uses email mailing lists and sms lists to notify its customers/Users about online and live sales/Auctions. If you are receiving a particular mailing and wish to discontinue receiving future mailings, simply forward the received email to Beeswinkel and request to have your name removed from our mailing list.

16.16 Users agree that they / it will not use any robot, spider, other automatic device, or manual process to monitor or copy the Website or the content contained herein without Beeswinkel's prior, express written permission. Nor will they use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from the Website without prior, express written permission of Beeswinkel. THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

16.17 Beeswinkel reserves the right to periodically change the terms and conditions of the Website and it is the Users` responsibility to periodically review any and all changes made to these terms and conditions prior to each use of this Website. By using this Website the User agree to accept all rules, terms, and conditions applicable at the time of use.

16.18 Beeswinkel reserves the right, in its sole discretion, to ban any User from the Website

16.19 No legal advice is intended or implied by anything contained within the Site. No obligation, liability, responsibility, accountability or burden is undertaken, assumed or otherwise imposed by maintaining the Site.

16.20 Buyers, their agents, representatives, nominees or contractors enter Seller premises for purposes of removal of livestock sold at their own risk.

#### 17. Breach

In the event of either of the Parties to this Agreement committing a breach of any of the terms and conditions hereof and remaining in default for a period of 10 (ten) days after receipt by it of written notice by email from the other Party calling for such breach to be remedied, the Party sending such notice shall be entitled, in addition to any other remedies it may have available in Law, either ,

17.1 to cancel this agreement, or

17.2 to claim specific performance, and

17.3 In either instance to claim such damages from the other Party as it may have suffered together with Attorney's fees on the scale as between Attorney and Client, including collection commission.

17.4 a Breach by a Buyer and the exercise of Beeswinkel of its remedy as envisaged in paragraph 8.1 hereof requires no notice.

#### 18. Notice and Domicilium

18.1 The Parties choose as domicilium citandi et executandi ("domicilium") and for the delivery and service of all legal notices and process arising out of this Agreement or its termination / cancellation, or enforcement the email addresses –

18.1.1 registered by Users during registration, and

18.1.2 in the event of Beeswinkel – [notice@beeswinkel.co.za](mailto:notice@beeswinkel.co.za)

18.2 Either of the Parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other email address.

18.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and signed by or on behalf of the duly authorized representative of the notifying Party. For the purposes of this clause, notices shall include any notice in the form of a data message as defined in the Electronic Communications and Transactions Act, No. 25 of 2002, of South Africa.

18.4 Any notice which is sent by e-mail, shall be deemed, until the contrary is proved by the addressee, to have been received to have been received by the addressee on the day following the day of dispatch of the email.

18.5 Notwithstanding anything contained to the contrary in this Agreement, any notice written or otherwise actually received by one Party from the other Party shall be adequate notice to such Party.

19. Acceptance of terms and conditions

A Users` use of the Website / Beeswinkel platform constitutes a complete and unconditional acceptance of the Beeswinkel Terms and Conditions as set out herein and as amended from time to time.