

Bees Winkel (Pty) Ltd 2017/030149/07 trading as Beeswinkel Terms and Conditions effective date 1 March 2017

Bees Winkel (Pty) Ltd makes use of distributed ledger functionality, to form a Trustchain® and act as the Trusted Third Party in different value chains during sales transactions.

Online Sale Terms and Conditions

This electronic trading platform will be conducted within the framework of the rules listed below and other provision that may be added by the administrator via e-mail or as posted on www.beeswinkel.co.za

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All contents of this Website including, but not limited to, the text, graphics, links and sounds are owned by Beeswinkel (Pty) Ltd and may not be copied, downloaded, distributed or published in any way without their prior written consent, except that You may print, copy, download or temporarily store extracts for your personal information or when You use the Services.

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

The Buyer(s), The Sellers and Beeswinkel agree that the terms listed below shall govern each and every online sale.

1. Registration

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

You may not use fake or fraudulent details to create an account to gain access to any function that Beeswinkel offers on this site.

All registration information the Buyer and Sellers provided to Beeswinkel shall be current, complete and accurate. All Buyers must be 18 years of age or older. The Buyer agrees 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. Passwords.

You (the registered user) are solely responsible for keeping your personal username and password secure and confidential. You should not disclose your username or password to any other party. Once logged on using your username and password whether authorised or unauthorised, You, take full responsibility for the ensuing transactions once access to the site is obtained. If you believe that Your username and/or password has been compromised or You are aware of any other breach of security regarding the Site, then You must notify Us (Beeswinkel) immediately.

3. Payments

For all sales, settlement for payment for purchases must be made by electronic transfer of funds, and made payable to Beeswinkel (Pty) Ltd. **Account details will appear on all invoices and statements**

Please see each individual sale overview page for specific payment terms. All sales are subject to appropriate Sales Tax laws.

All sales are subject to a Sellers admin fee of 2.5% payable to Beeswinkel for all sales through our platform, payable 7 days after removal by the buyer or 4% admin fee payable by the Seller to Beeswinkel for 48 hours payment after removal of the lot(s) sold on delivery of correct invoice for the lots sold. If a seller make use of a Service Provider, the seller will pay an additional ½ % admin fee to cover costs of the Service Provider. Beeswinkel will pay 1% of the purchase price to the Service Provider out of our admin fee received.

Sellers from Namibia acknowledge and agree that 2.5% sellers admin fee is payable to Beeswinkel after a successful sale, which amount will be invoiced to the Seller by Beeswinkel Namibia and payable to Beeswinkel Namibia in Namibia.

Beeswinkel reserve the right to, at its own discretion to change the admin fee structure for Buyers and Sellers.

Buyers from neighbouring countries acknowledge and agree that they may participate with written permission in advance. Beeswinkel retain the right to demand a deposit equal to 10% of planned purchases. Buyers from neighbouring countries acknowledge and agree to submit in writing proof of an agreement with a quarantine station that will collect and keep such animals until time of export thereof.

The Seller will indicate payment, and admin fee terms and percentages when lots are presented to be sold on Beeswinkel 's electronic platform.

The Seller will issue an Invoice to Beeswinkel with all supporting documents which include weight certificates and delivery notes.

Payment structure (payment days agreed upon) will start on date on which all relevant documents were sent to Beeswinkel admin@beeswinkel.co.za

Beeswinkel will issue an invoice to the Buyer once all supporting documents were received from the Seller

4. Function

Through this website, We, (Beeswinkel) provide a real time electronic trading platform service to enable registered purchasers to obtain a best lowest price for a range of products/services from a number of registered suppliers. Registered users of this platform will be charged as per their contractual arrangement with Us. We are not Auctioneers.

You acknowledge and accept that We merely offer a **reverse sale tool**; the use of which produces a best lowest price from suppliers who have been invited to participate on this site.

All Buyers must complete a credit application form and will be screened by CGIC our Credit Guarantee service provider for a maximum purchase amount.

5. Purchases

Buyers must acknowledge and agree that they **will not and cannot retract** their purchase offer. 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.

The descriptions of item/lots appearing on the platform and in advertising prior to the trading takes place are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner/Seller or Beeswinkel and employees concerning any item/lot shall be construed as a warranty, either expressed or implied. ITEM/LOTS ARE ALL SOLD AS IS - WHERE IS – HOW IS and WITH ALL FAULTS, known, apparent or otherwise.

Buyer acknowledges that all item/lots were available for video inspection prior to the sale and were satisfied. By these terms, Administrator and Owner/Seller strongly encouraged Buyer to carefully inspect each item/lot in which Buyer had any interest to determine the item/lot's nature, quality, condition, sex percentages, quantity, size and grade.

All Buyers rely solely on their personal inspection and not on information listed on the Site or otherwise provided by Beeswinkel and employees or Owner/Seller. Buyer's failure to inspect, or otherwise to be fully informed as to the nature, quality, condition, quantity and size of any item/lot will not constitute grounds for any claim, adjustment, refund, termination of the contract for sale, or refusal to close the sale, against Beeswinkel or Owner/Seller. Therefore, if the Buyer are unsure – Do not Buy.

The Site 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.

Beeswinkel does not have 100% control over the item/lots that are posted in the Site and cannot guarantee the authenticity and quality of all said products / lots on offer.

If there is any clear misrepresentation from the Seller in terms of, but not limited to, health, quality, quantities, sex percentages or weight the Buyer needs to inform Beeswinkel immediately. Beeswinkel will then either;

- 5.1 Negotiate with the seller for a different price or;
- 5.2 Cancel the sale agreement in total

If Beeswinkel in its sole discretion decides to cancel the sale, Beeswinkel will/can;

- 5.3 Put the lot up for sale again
- 5.4 Retain first right of refusal on any / all Lots presented on its sale

6. Cancellation

Beeswinkel is not responsible for the actions the Owner/Sellers and Buyers take before, during, and after the sale, typographical errors, misprints, loss of merchandise/money, damage or failure of equipment, due to your visit to this sale site. Use of this site is at your own risk.

Despite efforts to avoid the withdrawal of item/lots from the sale after they are listed it may sometimes be necessary.

No adjustment will be made with regard to merchandise/inventory after item/lot has been removed from the premises or after the removal date posted by Beeswinkel, whether or not the property has been removed. Beeswinkel reserves the right, for any reason, in their sole discretion, to terminate, change or suspend any aspect of any sale.

Beeswinkel reserves the right to hold and resell any asset or lot not paid for in full by the Buyer within 5 working days.

Failure to pay for item/lots bought on this online sale will result in legal action against Buyer by either the Owner/Seller and/or Beeswinkel. Further, the Buyer may be banned from any future sales, which is solely in Beeswinkel's discretion.

Beeswinkel reserve the right to reject any and all transactions, if they so choose.

The final buyer shall be designated at the end of each sale. Beeswinkel's designation of the Buyer shall be final.

As a Buyer, placing a bid/ buy / purchase is a binding contract between you and the Owner/Seller/Beeswinkel and the buy/purchase cannot be retracted unless a director of Beeswinkel cancel the transaction by informing the Buyer and Seller thereof. Once you place a buy/purchase and is shown/indicated that you are the successful buyer, you will be obligated to buy the product at the said price you indicated as your bid/buy. Placing a bid/buy on this Site and be indicated/shown as the Buyer and then not paying for the product could be illegal, and prosecution can result. Beeswinkel reserves the right to judge each case on its own merit and reserves the right to cancel any sale transaction at its discretion.

Beeswinkel reserve the right to cancel or withdraw any lot / offer at any time before, during or after the sale. Beeswinkel reserve the right to reject any and all buys / offers to buy in their sole discretion without giving any explanation.

7. Receipts

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

8. Risk, Delivery

Livestock and or any other animal bought through this Site becomes the full responsibility of Buyer at time of removal from the Seller. Removal is at the expense, risk, and liability of the Buyer. Any buyer having someone, other than himself, pick-up his purchases must notify Beeswinkel in writing.

Any items that are non-available from Beeswinkel for any reason will be refunded at the rate of purchase if payment has been made.. Owner/Seller and Beeswinkel agree that merchandise may remain on the sale premises for a period of time following the sale. The date by which all animals that was bought must be removed from the premises is posted on a sale-by-sale basis, on the specific sale page. If no date is published the Buyer will have maximum 5 working days to collect such animals bought through the Sale Site.

Failure to collect after a successful purchase within 5 days can result in legal action against the Buyer. The Seller agrees that he will do everything possible and grant access for the Buyer to collect animals bought on this site. Failure by the seller to allow the Buyer to collect items sold through Beeswinkel can result in legal action against the seller.

After the final removal date, unless previous arrangements have been made, there will be a per day, per item/lot storage fee charged to the Buyer on any lots not fully removed. It is the responsibility of the buyer to completely remove any animals purchased by him, and should any part of any such lot of animals be abandoned, the buyer will be liable for any expense involved in its removal.

Beeswinkel can / will at its own discretion request a deposit from Buyers before they are allowed to make a buy / Purchase

9. Privacy

Beeswinkel gathers information about Buyers and Owner/Sellers for the purposes of conducting online sales only. Beeswinkel does not, and will not, sell or rent this information.

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

10. Reserve Price

An Owner / Seller has the right to enter a reserve price on all products offer for sale on the Sale site. When a Buyer select to buy any product higher than Seller / Owners reserve price, it becomes a successful sale and binding contract between you and Buyer / Beeswinkel, unless the sales transaction gets cancelled by Beeswinkel.

After the price on offer on any product gets lower than the sellers reserve price, with our reverse auctioneering model, and a buyer select to buy on that price offered, that price / acceptance of offer will be subject to confirmation by the seller by not later than 17:00 in the afternoon of the same day of the day of the sale where after the offer from the buyer will expire.

11. General

Buyer accepts responsibility for and agrees to indemnify, defend and hold harmless each Owner/Seller and Beeswinkel and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses) related to, arising from or associated with Buyers, his agents or representatives, use of the Site, including but not limited to personal injuries or property damage incurred on the sale premises or during removal and transport of any sale item/lots, and arising out of, based upon, or resulting from any breach or violation by Buyer of this Site User Agreement or any use by Buyer of the Site or as a result of a dispute with another Buyer.

Beeswinkel is providing services as an independent contractor for the Owner/Seller only and is not responsible for statements made by other parties.

This Site User Agreement constitutes a binding agreement between Buyer and Beeswinkel until terminated by Beeswinkel, which Beeswinkel may do at any time, without notice, in Beeswinkel 's sole discretion. If Buyer or Seller dissatisfaction occurs with the sale in any way, Buyer's only recourse is to immediately discontinue use of the sale Site. Beeswinkel reserves the right to terminate Buyer's registration and use of the sale Site and impose limits on certain features of the sale Site or restrict Buyer's access to, or use of, part or the entire Site without notice or penalty.

Beeswinkel cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Site. Buyer acknowledges that this sale is conducted electronically and relies on hardware and software that may malfunction without warning. Beeswinkel, in its sole discretion, may void any sale, temporarily suspend buying and re-sell any item/lots that were affected by any malfunction. The decision of Beeswinkel is final.

As a Buyer you are responsible for any purchase transactions placed under your buying number and password. The security of your Buyer information is your sole responsibility as you, the Buyer, will be responsible for any and all purchases placed under your number. If at any time you feel that your Buyer number and password have been compromised due to lack of security on your part, you must notify Beeswinkel immediately.

Buyer agrees that the Sale site work on a system where the maximum value of a lot gets counted down automatically to a lesser / reserve price. Individual internet speed of Buyers might mean that Buyers got beaten by another Buyer. This sale site works on a first come first served basis and Beeswinkel's designation of Buyer is final.

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the content contained herein without Beeswinkel's prior, express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. 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 Site without prior, express written permission of Beeswinkel. THE SITE 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.

Access and use of any online sale site of Beeswinkel (collectively the "Site") is subject to any and all specific terms and conditions set forth on any individual page within the Site and the terms and conditions of this User Agreement (collectively "Site User Agreement") and all applicable laws and regulations, including but not limited to copyright and trademark laws. All sale photos appearing on this site are owned by Beeswinkel (Pty) Ltd and not for use without express written permission. BY ACCESSING THIS SITE, YOU, THE BUYER, AGREE TO ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS AND CONDITIONS OF THE SITE USER AGREEMENT and to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this Site. Legal action *i.e.* claims for damages, present and or future, which have or may be suffered by Beeswinkel, will be taken against anyone violating the terms and conditions of the Site User Agreement or any other applicable law or regulation. Beeswinkel reserves the right to periodically change the terms and conditions of the User Site Agreement and it is the Buyer's / Sellers responsibility to periodically review any and all changes made to these terms and conditions prior to each use of this Site. By using this site, you, the Buyer, agree in advance to accept all rules, terms, and conditions, and any such possible changes thereto.

Beeswinkel reserves the right to, in his sole discretion to ban any Buyer/Seller from this Site

Furthermore, if you do not honour your sale / buy transaction, legal action may be taken against you by Beeswinkel (Pty) Ltd. Use of e-mail addresses is strictly limited to contact Buyers and Owner/Sellers; any use of this private information by you, the Buyer/Seller, is strictly prohibited.

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.

I/Buyer/Seller hereby waive all claims to future litigation against Beeswinkel regarding my visit to these premises/Site on any and all sale preview days, any and all sale days and any and all days requiring removal of purchased merchandise from these premises for the following:

1. Accident or injury to me or damage to my property resulting from acts other than those caused by the negligence of Beeswinkel
2. Claims for loss or damage to any personal property or equipment that the Buyer may bring on to the premises.

It is furthermore understood and agreed that, if permission for operation or activation is granted, I/The Buyer will assume all liability for damage and costs of repair if I/The Buyer, personally, or my representative(s) causes damage to the machinery, equipment, or the premises during inspection or removal. A sale site is a potentially dangerous place. Flammable, noxious, corrosive, pressurized and otherwise hazardous substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person enters such site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. Buyers shall so advise their agents and employees. No person shall have any claim against Beeswinkel, the seller or their respective agents or employees for any injuries sustained or for damages to or loss of property that may occur at such site. Neither Beeswinkel nor Seller shall be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any Buyer, person or entity in connection with the sale. Without limiting the foregoing, in no event shall Beeswinkel's liability to any Buyer for any act or omission occurring in connection with the sale exceed the amount that such Buyer, person or entity has actually paid to Beeswinkel as a deposit or as payment for a purchased item.

Your use of this sale site marks your acceptance in full of these Terms and Conditions.