

Klawervlei Stud Dispersal Sale

SUMMARY OF PAYMENT PROCEDURES FOR THE INFORMATION OF BUYERS

1. Buyers' card applications are available on www.klawervlei.co.za or at the accounts office at Klawervlei Stud.
2. New Buyers or those still requiring completion of registration facility will be asked to complete the Application for a Buyers Card and to sign the Conditions of Sale.
3. Upon Purchase, the Buyer will receive an invoice.
4. The invoice will also include mandatory insurance from fall of hammer for a period of 90 days. The cost of which will be added to the invoice. Should payment be received earlier than the payment terms applicable to the sale, a credit for the unused portion of insurance may be applied for. The respective interests of Klawervlei and Buyer will be noted in the insurance policy until payment is received in full.
5. Buyer undertakes to make payment within 21 days from date of sale. This facility is accorded free of interest by Klawervlei TO APPROVED BUYERS ONLY.
6. If the purchased horse is due to be exported, Buyer undertakes to pay in full before the horse can be permitted to leave the country.
7. Bank details for Klawervlei Stud (Pty) Ltd:

Klawervlei Stud (Pty) Ltd

Bank: FNB Robertson

Acc. No: 62069851791

Branch: 250655

Any enquiries, contact John Koster on 082 880 7943 or Grant Knowles on 082 882 9774.

Conditions Of Sale

("the Conditions")

1 INTRODUCTION

- 1.1 The Conditions apply to and must be read and considered by prospective buyers, registered bidders, and vendors, in conjunction with the Rules of Auction and the sales documents.
- 1.2 The Conditions form an integral part of any agreement between Klawervlei and, respectively, every registered bidder or Buyer, and shall be binding on every registered bidder, Buyer.
- 1.3 The action by any :
 - 1.3.1 registered bidder or Buyer of registering for the Auction by completing and signing an application for a Buyer's Card, shall be taken as confirmation that the registered bidder or Buyer (as the case may be) has read, understood, accepts and is bound by the Rules of Auction, the Conditions and the relevant sales documents.
- 1.4 Klawervlei reserves the right to alter or amend the Conditions in its discretion as it deems fit and necessary.

2 REGISTRATION AS A BUYER

- 2.1 Subject to 2.3 below every prospective Buyer who intends to bid in his/her own name must register for the Auction by completing and signing an application for a Buyer's Card and submitting such document to Klawervlei, together with any documents which may be required to meet the requirements of the FICA in respect of the establishment and verification of identity of the prospective Buyer, in accordance with the Rules of Auction.
- 2.2 Subject to 2.3 below every prospective Buyer who wishes to appoint an agent to bid on his/her/its behalf at the Auction must register for the Auction by completing and signing an application for a Buyer's Card (alternatively by procuring that such agent completes and signs an application for a Buyer's Card) and an authorisation of agent form and submitting such documents to Klawervlei, together with a letter of authority expressly authorising his/her/its chosen agent to bid on his/her/its behalf (which letter of authority must, in the event that the prospective Buyer is a company or a closed corporation, appear on the letterhead of the company or closed corporation and must be accompanied by a certified copy of the resolution authorising him or her to do so) and any documents which may be required for the prospective Buyer and his/her/its agent to meet the requirements of the FICA.
- 2.3 Klawervlei shall enter the details of a registered bidder in the Bidders' Record and shall, upon such successful registration :-
 - 2.3.1 issue a Buyer's Card to the registered bidder; and
 - 2.3.2 furnish the registered bidder with a bidder number to which that number is attached for bidding purposes.
- 2.4 For the avoidance of doubt, if Klawervlei or the Auctioneer, or any person on either of their behalves, intends to bid at the Auction on a horse entered by that Vendor, that Vendor or the Auctioneer or other person must be duly registered as a Buyer in terms of this clause 2.
- 2.5 No person shall be authorised to bid at the Auction unless and until he is in possession of a valid and current Buyer's Card issued by Klawervlei, in its sole and unfettered discretion, in respect of the Auction.
- 2.6 A bid taken from an unregistered person (i.e. a person without a valid and current Buyer's Card) is invalid.
- 2.7 Klawervlei shall in its sole and unfettered discretion be entitled to, at any time and for whatever reason, withdraw any Buyer's Card issued by it and instruct the Auctioneer to refuse to take any bids from the holder of such Buyer's Card.
- 2.8 Any registered bidder to whom Klawervlei issues a Buyer's Card shall be obliged to strictly observe the conditions upon which Klawervlei has issued it to him.
- 2.9 A registered bidder shall be obliged to limit the aggregate of his or her purchases at the Auction to the amount of the purchase facility granted by Klawervlei (if any) upon the issue of the registered bidder's Buyer's Card.
- 2.10 Once the purchase facility limit specified therein has been reached, the Buyer's Card shall be withdrawn unless and until Klawervlei approves or ratifies, in writing, an increased purchase facility and causes the increased purchase facility to be endorsed on the Buyer's Card.
- 2.11 Should a registered bidder exceed the purchase facility, Klawervlei shall be entitled, in its sole discretion, to declare the resulting sale/s null and void whereupon the horse/s may be re-auctioned.
- 2.12 In respect of any successful bid, only the registered bidder to whom the relevant Buyer's Card was issued and whose signature appears on the card shall be allowed to sign the acknowledgement of purchase form in respect of such bid and the Vendors' roll. Where the signature is that of another person, Klawervlei shall be entitled to regard the sale as null and void in which event the horse shall be re-entered into the sales ring for re-auction.
- 2.13 Klawervlei reserves the right to refuse to issue a Buyer's Card to, or to retract a Buyer's Card already issued to, a person who has materially breached any term of these Conditions.

3 DEPOSIT BY BUYER

- 3.1 Klawervlei may, prior to issuing any Buyer's Card, require a prospective Buyer to pay a refundable deposit, the amount of which will be determined by Klawervlei in its sole discretion.
- 3.2 Klawervlei shall deal with a deposit in the following manner:
 - 3.2.1 in the event of a registered bidder failing to purchase any horse at the Auction, the deposit shall be refunded to the registered bidder as soon as possible after the registered bidder returns his Buyer's Card to Klawervlei;
 - 3.2.2 should the purchase price/s in respect of the total sales made by any Buyer be less than the amount of the deposit paid by such Buyer, the amount owing in respect of the sales will immediately be deducted from the deposit and the balance refunded to the Buyer as soon as possible;

- 3.2.3 should the purchase price/s in respect of the total sales made to any Buyer exceed the amount of the deposit paid by such Buyer, then the deposit will be offset pro rata against the purchase price/s of the horse/s bought, and the outstanding balance of the purchase price/s shall be payable by the Buyer in accordance with the sales invoice.

4 PAYMENTS BY BUYER TO KLAWERVLEI

- 4.1 Every sales invoice issued to a Buyer must be settled in full within 21 days from date of the sale, failing which any amount outstanding on a sales invoice shall attract interest at 2% per month from the date upon which the debt falls due to date of actual payment, in accordance with clause 14.8. For the avoidance of doubt no interest shall be payable on an outstanding debt for the first 21 days following the sale to which it relates.
- 4.2 Buyers shall be obliged to make payment of any amount due to Klawervlei, whether in respect of a deposit or debt or otherwise, by way of bank-guaranteed cheque or electronic funds transfer.
- 4.3 Payment of any amount due by a Buyer to Klawervlei shall be made without set-off, deduction or withholding of any nature whatsoever.
- 4.4 Payment by a Buyer to Klawervlei by electronic funds transfer shall be made to the following trust account of Klawervlei:

Account holder: Klawervlei Stud Proprietary Limited
Bank: FIRST NATIONAL BANK
Branch: ROBERTSON
Account No: 62069851791
Branch No: 250655

Written proof of any payment made in terms of clause 4.4 above must be furnished to Klawervlei at the following email address hennie@klawervlei.co.za

- 4.5 VAT shall be payable in respect of any sale.
- 4.6 Save as may otherwise have been agreed upon in writing between Klawervlei and a Buyer, any amounts due to Klawervlei in respect of a sale and not paid in full within the agreed terms shall attract interest at 2% per month, from the date upon which the debt falls due to date of actual payment.
- 4.7 In the event of a Buyer failing to fully settle the debt within the agreed terms such Buyer shall be deemed to be a defaulter and Klawervlei shall, in addition to any of its other rights and remedies contained in the Conditions or as may otherwise be available to it in law, be entitled to re-enter the horse for sale at an auction if practicable, with the prior attempted sale being void. Any shortfall on resale and all costs, interest, insurance, damages, legal and other fees and disbursements associated with the prior attempted sale and the re-sale of the horse, including care, keep and transport of the horse, shall be for the defaulter's account and shall be paid by him on demand from Klawervlei.

5 AUCTIONEER AGREEMENT

Klawervlei will enter into an agreement with one or more Auctioneers who will conduct the bidding on all lots at the Auction (the "Auctioneer Agreement"),

6 BIDDING AT THE AUCTION

- 6.1 The parties acknowledge that announcements may be made from the Auctioneer's rostrum before the commencement of the Auction and from time to time during and after the Auction. Neither Klawervlei Auctioneer shall be liable for any claims or damages suffered by any person on account of not having heard such announcements.
- 6.2 Every bid made at the Auction constitutes an offer to purchase the lot on offer for the amount of the bid.
- 6.3 Any registered bidder making a bid at the Auction shall be permitted, in terms of section 45(3) of the CPA, to retract his bid before the fall of the hammer.
- 6.4 The highest registered bidder at the fall of the hammer shall be the Buyer of the lot on auction.
- 6.5 In the event of a dispute in regard to the bidding between two or more registered bidders in respect of the sale of any horse, the Auctioneer may, prior to the conclusion of the sale, and in his sole and absolute discretion:
- 6.5.1 declare who the successful Buyer of the horse is; or
- 6.5.2 re-auction the horse in question.
- 6.6 The decision of the Auctioneer shall, in the circumstances specified in clause 16.5 above, be absolute, final and binding on all parties.
- 6.7 As declared in the Rules of Auction, all of the lots at the Auction will be sold subject to no reserve.
- 6.8 Buyers acknowledge that each lot is to be regarded as the subject of a separate transaction.
- 6.9 The Auctioneer shall determine and regulate the advance of the bidding and shall be entitled, in his sole discretion, to ignore or reject any bid, without giving any reasons for such action.
- 6.10 The amount of a bid shall not include VAT.
- 6.11 If, following the conclusion of a sale, it transpires that the person to whom a horse was sold was not, at the time of such sale, in possession of a valid Buyer's Card, that sale shall be null and void and the horse may immediately be re-auctioned.
- 6.12 Upon the fall of the hammer in respect of any horse offered for sale at the Auction :-
- 6.12.1 the Buyer shall be required to complete and sign an acknowledgement of purchase form and to sign the Vendors' roll; and
- 6.12.2 Klawervlei shall issue a sales invoice to the Buyer.
- 6.13 Klawervlei and the Auctioneer may withdraw any horse from the Auction without giving reasons for doing so and instruct the Vendor to remove such horse from the venue.

7 RISK, OWNERSHIP AND MAINTENANCE COSTS

- 7.1 All risk (but not ownership) in respect of a horse sold at the Auction shall pass to the Buyer on the fall of the hammer, at which time the Buyer shall, save as expressly provided for in the Conditions, forthwith be responsible for the care, keep, custody, control, insurance and security for the horse and for all expenses relating thereto and bear the risk of injury to, sickness or death of, the horse.
- 7.2 The Buyer agrees to release, defend, indemnify and hold Klawervlei, its officers, employees, agents and representatives (including the Auctioneer) and the owners or operators of facilities in use by Klawervlei, harmless from all losses, damages, liabilities, expenses, claims, causes of action or legal fees arising out of or related to the possession, care, keep, custody, control or maintenance of any horse bought

by him at the Auction, including any claims arising out of injuries, sickness, death or damage caused by or to the horse after the fall of the hammer, save where Klawervlei is held liable in terms of section 61 of the CPA.

- 7.3 The Buyer shall not allow or cause any horse bought at an Auction to become subject to any lien, hypothec or other form of security until such time as the sales invoice in respect of such horse has been settled in full. In the event of such lien, hypothec or other form of security arising, Klawervlei shall be entitled to act in accordance with clause 9.4.
- 7.4 Save as provided in these Conditions or unless other prior arrangements in writing have been made with Klawervlei, a Buyer shall be obliged to remove any horse purchased at the Auction promptly from the venue after the Auction. Should a Buyer fail to remove the horse promptly, Klawervlei may remove the horse from the venue at the Buyer's risk and expense or, alternatively, charge the Buyer for stable space and keep, which charge the Buyer agrees to pay to Klawervlei on demand.
- 7.5 No horse may be removed from the venue before a release permit in respect of that horse has been issued by Klawervlei.
- 7.6 Ownership in a horse shall only pass to the Buyer upon settlement in full to Klawervlei of the debt (notwithstanding that a horse may be delivered to or removed by the Buyer prior to the Buyer's settlement of the debt). The Buyer accordingly acknowledges that his/her/its possession of any horse prior to the transfer of ownership of that horse in accordance with this 7.6 shall be deemed to be on behalf of Klawervlei.
- 7.7 Klawervlei reserves the right not to release a horse to a Buyer, and to keep it stabled at the cost and sole risk of the Buyer, until settlement in full by the Buyer of the debt payable in respect of the horse, during which time the Buyer shall have no right to –
7.7.1 demand or enforce delivery of the horse; or
7.7.2 have the horse registered in his name or that of his nominee.
- 7.8 The Buyer agrees and undertakes not to export any horse purchased at the Auction out of South Africa until such time as the debt payable in respect of that horse has been settled in full.

8 INSURANCE

- 8.1 The Buyer shall comprehensively insure the respective interests of Klawervlei and himself in all horses bought by him at the Auction for a period commencing at the fall of the hammer and enduring for a period of 90 days.
- 8.2 The Buyer shall ensure that Klawervlei's interest is endorsed on the insurance policy until payment of the amount owing in terms of the insurance policy is settled in full by the Buyer, provided that:
- 8.2.1 if the purchase price of any horse remains unpaid after the period stipulated in the terms of payment applicable to the sale, for any reason whatsoever, then Klawervlei shall be entitled, at the cost of the Buyer, to extend such aforesaid period of insurance until such time as the purchase price is actually settled by the Buyer;
- 8.2.2 where the purchase price is settled before the period stipulated in the terms of payment applicable to the sale has elapsed, the Buyer shall be entitled to cancel the policy of insurance with effect from such date and to apply for a credit for the unused portion of insurance.
- 8.3 The cost of the insurance contemplated 8.1 will be added by Klawervlei to the sales invoice.

9 LEGAL REMEDIES, REPOSSESSION AND COSTS FOR ATTENTION OF THE BUYER

- 9.1 The Buyer agrees and acknowledges that in the event of:
- 9.1.1 the Buyer materially breaching any term contained in these Conditions or any of the sale documents;
- 9.1.2 the Buyer failing to pay the debt in full in accordance with the provisions of any credit arrangement entered into with Klawervlei;
- 9.1.3 the Buyer passing away;
- 9.1.4 the Buyer's estate being placed under any order of provisional or final sequestration or the Buyer's deregistration, winding up, liquidation, business rescue or administration, whether provisional or final, then and in that event Klawervlei shall, without notice and without detracting from any other remedies which may be available to it:
- 9.1.5 be entitled to summarily and without prior notification cancel the sale of any horse (in respect of which monies are owing by the Buyer) and to repossess such horse from anyone in possession of it ("the repossessed horse"); or
- 9.1.6 to claim specific performance of all the Buyer's obligations whether or not such obligations would otherwise then have fallen due for performance, in either event without prejudice to Klawervlei's right to claim and recover damages for breach of contract.
- 9.2 In the event of repossession of a horse, Klawervlei may take all necessary steps, and enter upon any land or premises, to recover possession of the horse. The Buyer agrees to voluntarily hand over the horse to Klawervlei or its agents or to instruct his employees, servants, trainer(s) or whoever is in possession of the horse to do so. All costs and expenses occasioned by such repossession shall be recoverable by Klawervlei from the Buyer.
- 9.3 The Buyer acknowledges and agrees that if he for whatever reason refuses to voluntarily hand over the horse in the circumstances described in 9.1, Klawervlei shall be entitled to immediately apply for and obtain a repossession order from a court of competent jurisdiction and that opposition to such application shall not be justified and shall attract an adverse costs order.
- 9.4 Where any person claims to have a lien over any horse in respect of which the purchase price has not been paid, Klawervlei, in its sole discretion, has the right to settle such lien as it deems fit to recover possession of the horse. Any monies so paid in discharge of any lien shall form part of the debt which Klawervlei shall be entitled to recover from the Buyer in addition to any other amounts which may be outstanding by the Buyer.
- 9.5 Notwithstanding the cancellation of a sale by Klawervlei, Klawervlei shall be entitled to retain:
- 9.5.1 any sums paid by the Buyer in respect of the debt; and/or
- 9.5.2 the deposit or any portion thereof which was offset against the purchase price, in reduction of damages, if any, which may be suffered by Klawervlei by reason of the breach by the Buyer and the resultant cancellation of the sale.
- 9.6 Should Klawervlei elect to cancel the sale and repossess the horse sold, Klawervlei shall be entitled, but not obliged, to attempt to re-sell the repossessed horse at any future auction. If the repossessed horse is sold, then the purchase price, if and when paid in full, shall be used in reduction of the shortfall, if any, which may have resulted by reason of the breach by the Buyer and the resultant cancellation of the sale. Klawervlei shall also be entitled to re-sell, in absence of the Buyer, any horse in respect of which removal or repossession has been omitted or refused.
- 9.7 If a sale is cancelled, whether the horse is re-sold or not, the defaulting Buyer agrees to pay inter alia transport and keep costs, veterinary fees,

insurance, loss of interest and loss of income (e.g. Sales Commission), on the purchase price in respect of such horse.

9.8 Any shortfall remaining after the resale of such lot shall be made good by the defaulting Buyer on demand from Klawervlei.

10 EXPORT AND IMPORT REQUIREMENTS

- 10.1 Any Buyer who is not a South African citizen shall lodge an acceptable letter of credit from his bankers with Klawervlei prior to the Auction, alternatively apply for credit from Klawervlei.
- 10.2 The Buyer of any horse that will be exported shall be responsible for ensuring that all requirements necessary for the export or import of such horse are fulfilled.
- 10.3 No Buyer shall not be absolved from complying with his obligations, in particular his payment obligation, in terms of the Rules of Auction, the Conditions or any sales document, by virtue of an allegation of impossibility of performance or force majeure in regard to compliance with the necessary exportation requirements.

11 KLAWERVLEI NOT LIABLE FOR ANY LOSS OR DAMAGE

- 11.1 No Buyer or any person who attends the Auction shall have any claim of any nature whatsoever and howsoever arising, now or in the future (including inter alia any claims for damage, whether direct, indirect, special, incidental, or consequential, to, or loss or destruction of any horse or other property or death or injury to such person) against Klawervlei, the Auctioneer or any of their directors or associates.
- 11.2 For the avoidance of doubt neither Klawervlei nor the Auctioneer shall be responsible for any damage, loss or injury caused by or to any horse entered for the Auction, while such horse is under the control or supervision of Klawervlei or the Auctioneer.
- 11.3 Nothing in these Conditions will be construed as a limitation of liability on any party for any loss or harm arising from their fraudulent conduct or gross negligence.

12 RIGHT OF ADMISSION

- 12.1 Klawervlei reserves the right of admission to the Auction and shall be entitled at any stage before, during or after the Auction to require any person to vacate with immediate effect the venue or any premises under Klawervlei control.
- 12.2 All persons enter the venue at own risk.
- 12.3 Only horses registered in the General Stud Book of South Africa at the time of the Auction or in respect of which an up to date passport, as provided for in the rules of the NHRA, has been lodged with Klawervlei, will be eligible for sale at the Auction.
- 12.4 Klawervlei reserves the right, but is not obliged, to examine and/or re-inspect any or all horses entering or stabled at the venue and to withdraw any horse from the Auction and/or remove any horse from the venue before or during the Auction in its sole and absolute discretion, without giving any reason for such withdrawal and/or removal.

13 COPYRIGHT AND SALES CATALOGUE

- 13.1 Klawervlei will compile all the pedigrees of the horses to be sold at the Auction in the sales catalogue.

14 NO WARRANTIES OR REPRESENTATIONS

- 14.1 Except as specifically provided for in the Conditions and in terms of existing legislation the sale of all horses at the Auction shall be "voetstoots", on an "as is" basis, with all faults and defects, patent or latent and the Buyers do not enjoy the protection of sections 55 and 56 of the CPA.
- 14.2 Neither Klawervlei nor the Auctioneer makes or gives any representation, warranty or guarantee, express or implied, whatsoever:
 - 14.2.1 in respect of the correctness of any statement or information whatsoever pertaining to a horse including any statement or information contained in any sales document and neither Klawervlei nor the Auctioneer shall be liable for any error in any such statement or information;
 - 14.2.2 as to the merchantability, fitness for any particular purpose, soundness, condition or quality of any horse offered for sale.
- 14.3 Save if held liable in terms of section 61 of the CPA, neither Klawervlei nor the Auctioneer shall be liable nor do they accept any responsibility for:
 - 14.3.1 any defects or errors in relation to the pedigree, description, condition or other particulars relating to a horse, including, without limitation, the performance of a horse.
- 14.4 It is specifically recorded that terms such as "in foal", "believed in foal", "tested in foal", "certified in foal", "believed definitely in foal", "pregnancy certificates available", shall not constitute a warranty by Klawervlei or the Auctioneer that any particular mare entered for sale at the Auction, is in fact in foal at the time of the Auction. The Buyer, if he so wishes, shall be entitled to verify the claim of pregnancy before the horse leaves the venue.
- 14.5 It is the sole responsibility of a prospective Buyer to verify in advance the inoculation and/or the vaccination status of any horse which he may be interested in buying and to satisfy himself that they meet all the legal and his own requirements.
- 14.6 Any prospective Buyer shall be entitled at no fee to inspect the horses on offer prior to the commencement of the Auction in accordance with Regulation 28(5).
- 14.7 The Buyer acknowledges that:-
 - 14.7.1 any bid made by him at the Auction shall be taken as proof that the Buyer has inspected the relevant horse and/or satisfied himself with the condition of the relevant horse; and
 - 14.7.2 any purchase to be made by him at the Auction shall be in reliance on his own enquiries and inspection, and that he shall not rely on any statement or representation made by or on behalf of Klawervlei or the Auctioneer and that no compensation shall be payable by Klawervlei or the Auctioneer for any faults, imperfections, conditions or other defects, save if held liable in terms of section 61 of the CPA.

15 DOMICILIUM

The parties choose *domicilium citandi et executandi* (chosen address) for all purposes relating to the Auction and/or any sale, including the giving of any notice, the payment of any sum and the serving of any process, as follows :

- 15.1 the Auctioneer chooses his physical address as set out in the Rules of Auction;
- 15.2 Klawervlei chooses its physical address as set out in the Rules of Auction;
- 15.3 the Buyer chooses his physical address as set out in his application for a Buyer's Card; and

16 GOVERNING LAW

The law that will govern all matters relating to, and the resolution of any dispute arising from, the conduct of the Auction and/or the construction or implementation of the Conditions or any sales document, shall, irrespective of the residence, domicilium, nationality or citizenship of the person with whom Klawervlei becomes involved in such matter or dispute, be the law of South Africa.

17 DISPUTES

- 17.1 Save as expressly otherwise provided for in the Conditions, any dispute arising out of or in connection with the Auction, the Rules of Auction, the Conditions or any sales document, including any dispute as to the existence, validity, enforceability or termination of any document or agreement, and the recovery of debt, shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa or its successor-in-title ("AFSA") by an arbitrator appointed by Klawervlei.
- 17.2 The arbitrator appointed by Klawervlei shall be a practicing senior counsel of not less than 10 (ten) years' standing as such.
- 17.3 There shall be no right of appeal as provided for in article 22 of AFSA's rules.
- 17.4 Any arbitration shall be held in Cape Town.
- 17.5 Each of Klawervlei and any Buyer :
 - 17.5.1 expressly consents to any arbitration in terms of this provision being conducted as a matter of urgency, in accordance with AFSA's expedited rules;
 - 17.5.2 expressly agrees, in accordance with clause 10 of AFSA's expedited rules, that the arbitrators' award must be made within 48 hours after the finalisation of the arbitration proceedings;
 - 17.5.3 irrevocably authorises any other party to apply, on behalf of all the parties involved in the dispute, for such arbitration to be conducted on an urgent basis; and
 - 17.5.4 consents to any order of the arbitrator being made an order of court.
- 17.6 The arbitration proceedings shall be confidential and no party shall disclose to any third party any information regarding the proceedings, the award and/or settlement terms without the prior written consent of the other party/ies.
- 17.7 Notwithstanding anything to the contrary contained in this 17, any party shall be entitled to obtain interim relief on an urgent basis from any competent court having jurisdiction.
- 17.8 For the purposes of 17.7 and for the purposes of having any award made by the arbitrator being made an order of court, each of Klawervlei and any Buyer hereby submits itself exclusively to the courts of Cape Town, South Africa.
- 17.9 The Buyer consents to the jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) having jurisdiction under section 45 of the said act, notwithstanding that the claim by Klawervlei may exceed the normal jurisdiction of the Magistrate's Court as to amount.
- 17.10 Notwithstanding clauses 17.8 and 17.9 Klawervlei shall, in its discretion, be entitled to proceed against the Buyer and/or the Vendor in any other court of competent jurisdiction.
- 17.11 This 17 is severable from the rest of the Conditions and shall remain in full force and effect notwithstanding any termination or cancellation of the Conditions, or any part thereof.

18 OTHER LEGAL MATTERS

- 18.1 In the event of Klawervlei instructing attorneys for whatever reason including inter alia to collect any amount owing to Klawervlei, obtain a repossession order and/or draft any agreement to secure Klawervlei's rights, the Buyer agrees to pay all the costs of Klawervlei on the scale as between attorney and own client, whether or not summons is actually issued.
- 18.2 No relaxation or indulgence granted to the Buyer by Klawervlei at any time shall be deemed to be a waiver of any of Klawervlei's rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein or create any estoppel against Klawervlei.
- 18.3 Should a dispute arise regarding the sale of a horse, the Buyer shall be obliged, if required to do so by Klawervlei, to return the horse at his own expense to a party nominated by Klawervlei. The nominated party shall maintain the horse until the dispute has been resolved on condition that the Buyer shall be liable for the costs of stabling and maintaining the horse, which amounts he shall pay to the nominated party on demand.