

オークション
AUCTION

imperial
KOI SA

FROM OUR POND TO YOURS

LIVE ONLINE AUCTION

11:00, 6 DECEMBER 2025

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OUR STORY

Imperial Koi's journey began in 2019 as a personal passion project. After noticing the absence of baby Koi in my parents' pond, I sought advice from a pond maintenance expert and embarked on a mission to learn about Koi breeding and enhance survival rates. Initial attempts were met with failure, but perseverance paid off, and 19 Fry survived, marking the start of my dedication to Koi breeding.

In 2020, I imported 50 tosai from Japan and delved deeper into Koi breeding techniques. This led to the establishment of six Koi ponds with a total capacity of 108,000 litres. The following year focused on refining filtration systems and spawning techniques.

2022 saw the importation of an additional 280 Koi, and we began constructing mud ponds to expand our operations. The next year brought further growth, with over 600 Koi imported from Japan and nine additional mud ponds built, increasing our capacity to 1.3 million litres. Our sights were set on breeding Monster Karp, a crossbreed between the Israeli strain and jumbo Koi, for the international specimen fishing market. By 2024, we had further developed our mud ponds, which were completed in early 2025, bringing our total capacity to almost 3.5 million litres.

As of March 2025, we have imported over 5,000 Japanese Koi, with approximately 3,000 swimming in our ponds. Our Monster Karp breeding program is underway, with the ambitious goal of breeding a world-record carp weighing over 50kg. We're excited to see what the future holds!

We recently travelled to Japan to personally hand-pick our latest stock, ensuring only the highest quality and most distinctive Koi made their way to South Africa. Our mission was simple — to bring a piece of Japan home. We carefully selected nearly 300 exceptional Koi, now available for our clients to personally hand-pick from our ponds.

The Koi featured in this auction represent the best of that selection — a handpicked collection chosen for their beauty, potential, and lineage. Each Koi tells a story of dedication, patience, and the pursuit of excellence. We're honoured to share a part of our journey with you today and look forward to seeing these incredible fish find their new homes.



SPECIAL RULES

Payment must be made within 24 hours of the auction's conclusion. Fish may remain at their current location for up to one week at no charge. Thereafter, a fee of R50 per fish per week will apply. All risk transfers to the buyer after the initial one-week holding period if the fish remain at the current location. Courier arrangements can be made upon request.

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KOI LEGEND

“ Legend has it, Koi scaled a mighty waterfall on the promise of success and happiness at its crest. Rising through the rushing water with grace and determination, they were transformed into golden dragons when they reached the top. ”



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INTRODUCTION TO KOI VARIETIES



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LOT 001

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IMP0272 - 49cm female, Benigoi, Red

Identification	: IMP0272
Origin	: Japan
Breeder	: Sakazume Koi Farm
Variant	: Benigoi
Colour	: Red
Size	: 49cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Benigoi are admired for their solid, uninterrupted red colouration and powerful visual impact. Their simplicity highlights body shape, skin quality, and overall presence. 49cm is impressive growth for a two year old, this showcases excellent development potential. This fish has a deep, even red (beni) across the entire body emphasizing the strong skin quality.

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LOT 002

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IMP0184 - 44cm female, Yamabuki Ogon, Yellow Metallic

Identification	: IMP0184
Origin	: Japan
Breeder	: Sakazume Koi Farm
Variant	: Yamabuki Ogon
Colour	: Yellow Metallic
Size	: 44cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Yamabuki Ogons are known for their bright, metallic yellow bodies and clean, uniform colouration. This fish has a strong, vibrant yellow tone with an excellent metallic sheen that reflects beautifully in the water.

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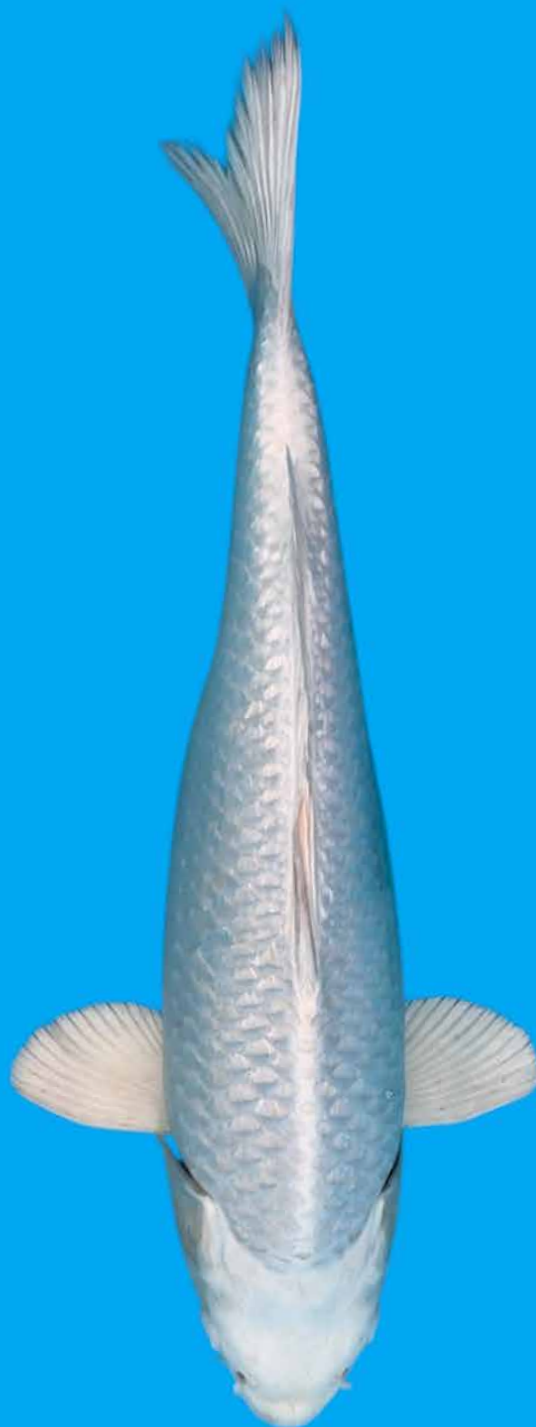


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FROM OUR POND TO YOURS

IMP0194 - 42cm female, Platinum Ogon, White

Identification	: IMP0194
Origin	: Japan
Breeder	: Sakazume Koi Farm
Variant	: Platinum Ogon
Colour	: White
Size	: 42cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Platinum Ogon (Purachina) are prized for their pure, mirror-like metallic white bodies. Their simplicity and high shine make them stand out in any pond, especially in darker water. This fish has brilliant, clean platinum-white skin with a strong metallic lustre from head to tail.

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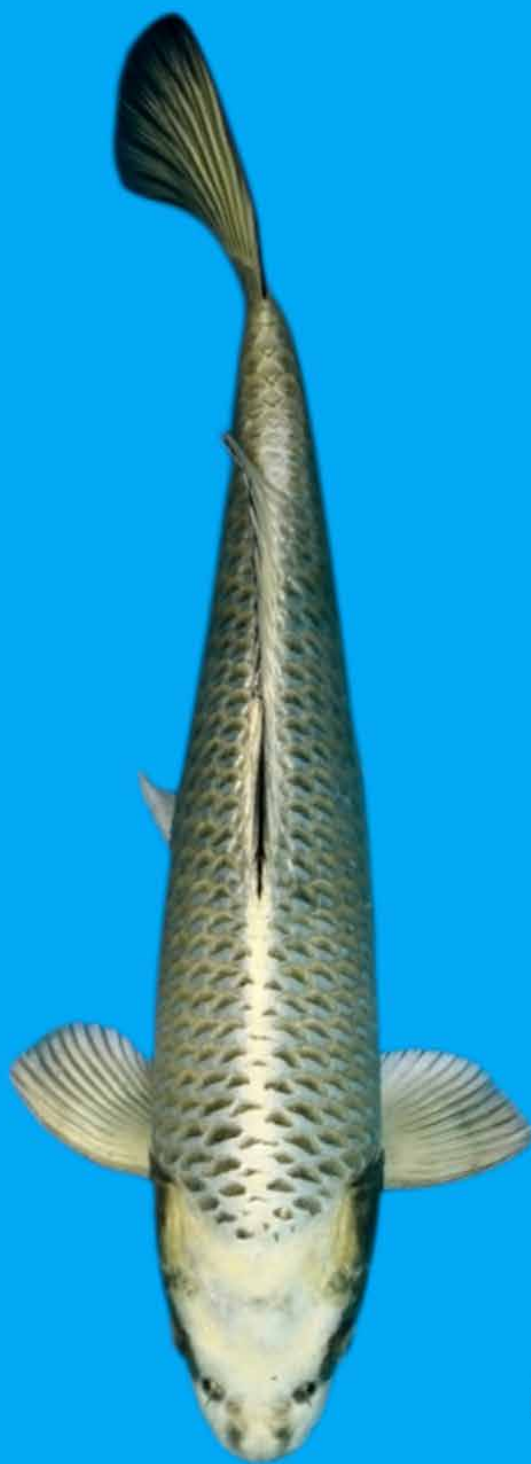


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IMP0276 - 41cm female, Kabuto Ogon, Black & Gold Metallic

Identification	: IMP0276
Origin	: Japan
Breeder	: Sakazume Koi Farm
Variant	: Kabuto Ogon
Colour	: Black & Gold Metallic
Size	: 41cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Kabuto Ogon are metallic Koi known for their dramatic contrast. Typically a deep, dark base colour overlaid with a bright, reflective metallic sheen. The result is a powerful armour-like appearance reminiscent of a samurai helmet (Kabuto). This Koi almost has a greenish shine to it, making it even more unique.

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IMP0139 - 49cm female, Showa, Black, White & Red

Identification	: IMP0139
Origin	: Japan
Breeder	: Hiroi Koi Farm
Variant	: Showa
Colour	: Black, White & Red
Size	: 49cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

This stunning Showa boasts a classic tri-colour pattern of black (sumi), white, and red (hi) spots gracefully spread across its body. The black base provides a canvas for the striking white and red markings, creating a balanced and eye-catching design. This beauty not only has the colour of a top-grade Showa but also has the body. With such deep body and bulky shoulders it will be the centrepiece in any pond!

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IMP0096 - 43cm female, Shusui, White, Orange & Blue

Identification	: IMP0096
Origin	: Japan
Breeder	: Miyatora Koi Farm
Variant	: Shusui
Colour	: White, Orange & Blue
Size	: 43cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Shusui is one of the first doitsu (scaleless) varieties that was bred and is known for its white and orange body with a blue zip (row of scales) running along its back. This specific fish has a heart-shaped marking on its head - a rare and highly desirable trait that makes this fish truly unique.

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IMP0282 - 45cm male, Kohaku, White & Red

Identification	: IMP0282
Origin	: Japan
Breeder	: Izuru Koi Farm
Variant	: Kohaku
Colour	: White & Red
Size	: 45cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Kohaku are the iconic red and white variety, celebrated for their crisp and striking red (hi) patterns. This Kohaku has a Gojun pattern (5 steps), showing 5 distinct red plates that are well placed across the body, creating a balanced and visually appealing pattern.

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IMP0036 - 51cm female, Showa, Black, Red & White

Identification	: IMP0036
Origin	: Japan
Breeder	: Maruhiro Koi Farm
Variant	: Showa
Colour	: Black, Red & White
Size	: 51cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Showa are known for their bold three-colour combination of black (sumi), red (hi) and white, with patterns that wrap dynamically around the body. They are valued for strong contrast, powerful sumi, and dramatic presence. This Showa has a unique tancho-style head marking split into half red and half black - an extremely rare and eye-catching feature that sets this Showa apart immediately.

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FROM OUR POND TO YOURS

IMP0227 - 56cm female, Aragoke Kabuto Ogon Butterfly, Black & Gold

Identification	: IMP0227
Origin	: Japan
Breeder	: Yamazaki Koi Farm
Variant	: Aragoke Kabuto Ogon Butterfly
Colour	: Black / Gold Metallic
Size	: 56cm
Age at auction	: 3y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

This variety combines the dramatic, armour-like appearance of the Kabuto Ogon with the striking reticulated aragoke scale pattern (big scales) - enhanced even further by elegant butterfly fins that add movement and grace. The metallic sheen across the entire body gives the fish a bright, reflective appearance in the water.

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FROM OUR POND TO YOURS

IMP0226 - 55cm female, Platinum Ogon Butterfly, White Metallic

Identification : IMP0226
Origin : Japan
Breeder : Yamazaki Koi Farm
Variant : Platinum Ogon Butterfly
Colour : White Metallic
Size : 55cm
Age at auction : 3y
Area : Pretoria, Gauteng
Date available : Immediately

Other info:

Platinum Ogon Butterfly Koi are admired for their mirror-like metallic white skin paired with long, flowing fins that create an elegant, graceful swimming style.

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IMP0284 - 61cm female, Beni Kikokuryu, White, Black & Orange Metallic

Identification	: IMP0284
Origin	: Japan
Breeder	: Ozumi Ikarashi Koi Farm
Variant	: Beni Kikokuryu
Colour	: White, Black & Orange Metallic
Size	: 61cm
Age at auction	: 3y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info: A truly exceptional Beni Kikokuryu - undoubtedly one of the stars of this auction. At three years old and already measuring an impressive 61cm, this Koi demonstrates remarkable growth, skin quality, and presence. The metallic skin shines with brilliance, while the vibrant orange brings a fresh, vivid contrast against the dark sumi overlays. The balance, refinement, and sheer impact of this fish make it a standout specimen worthy of top-level appreciation. A masterpiece in colour, shine and stature.

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IMP0038 - 44cm female, Shusui, White, Orange & Blue

Identification	: IMP0038
Origin	: Japan
Breeder	: Marusei Koi Farm
Variant	: Shusui
Colour	: White, Orange & Blue
Size	: 44cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Shusui are admired for their clean sky-blue skin, red (hi) along the sides, and the signature dorsal line of mirror scales known as the "zip". This particular Shusui is especially charming - the scale row displays a pattern reminiscent of cherry blossoms. Soft, elegant, and visually poetic, this Koi brings a gentle artistic beauty to the pond, like spring captured in motion.

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IMP0107 - 44cm female, Aragoke Soragoi, Greyish-Blue

Identification	: IMP0107
Origin	: Japan
Breeder	: Marusei Koi Farm
Variant	: Aragoke Soragoi
Colour	: Greyish-Blue
Size	: 44cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A striking variation of Soragoi, enhanced with aragoke (armour-like) reticulation across the body. Soragoi are beloved for their calm, uniform grey tone and friendly temperament - often becoming some of the most interactive Koi in any pond. The aragoke scale structure looks reminiscent of plated armour. The reticulation adds depth and dimension to the classic Soragoi appearance, creating a powerful yet peaceful presence that grows more impressive with size and maturity.

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IMP0243 - 45cm male, Kujaku, White, Black & Red Metallic

Identification	: IMP0243
Origin	: Japan
Breeder	: Maruhiro Koi Farm
Variant	: Kujaku
Colour	: White, Black & Red Metallic
Size	: 45cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A classic example of the metallic-backed Kujaku variety, known for its reticulated Kujaku (peacock-like) scale netting and vibrant red (hi). While this Koi presents as a standard Kujaku, it carries an attractive and even hi tone that makes it pleasant to view and well-balanced in appearance.

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IMP0200 - 43cm female, Sanke, White, Red & Black

Identification	: IMP0200
Origin	: Japan
Breeder	: Marujiyu Koi Farm
Variant	: Sanke
Colour	: White, Red & Black
Size	: 43cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A powerful and imposing Sanke with an exceptional body frame - built for size, strength, and future development. This classic hi and sumi pattern sits boldly over a clean white base. Thick body, broad frame, and presence that instantly commands attention - this is a Koi made to grow.

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IMP0034 - 61cm female, Hi Utsuri, Black & Red

Identification	: IMP0034
Origin	: Japan
Breeder	: Maruhiro Koi Farm
Variant	: Hi Utsuri
Colour	: Black & Red
Size	: 61cm
Age at auction	: 3y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Hi Utsuri are a striking black-based variety showcasing bold red (hi) patterns over deep black (sumi). Their strong contrast and dramatic colour placement make them powerful visual Koi. This fish is 61cm at three years old - an impressive size that gives it immediate presence.

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FROM OUR POND TO YOURS

IMP0035 - 49cm female, Ki Utsuri, Black & Yellow

Identification	: IMP0035
Origin	: Japan
Breeder	: Maruhiro Koi Farm
Variant	: Ki Utsuri
Colour	: Black & Yellow
Size	: 49cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Ki Utsuri are a rare and visually striking Utsurimono variety, featuring bright yellow (ki) patterns over a deep black base. Their sharp contrast and rarity make them highly sought after among collectors. The ki on this fish displays excellent brightness and consistency - a key trait in quality Ki Utsuri, as this variety often shows unevenness.

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FROM OUR POND TO YOURS

IMP0168 - 46cm female, Shiro Utsuri, Black & White

Identification	: IMP0168
Origin	: Japan
Breeder	: NND Koi Farm
Variant	: Shiro Utsuri
Colour	: Black & White
Size	: 46cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A striking monochrome beauty, the Shiro Utsuri is admired for its bold contrast and traditional elegance. This variety features deep black (sumi) balanced against a pure, snowy white base - creating a pattern that feels both powerful and refined. The placement and intensity of the sumi play a key role in quality, often forming dramatic bands and stepping patterns that stand out vividly in any pond.

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FROM OUR POND TO YOURS

IMP0157 - 46cm female, Kohaku, White & Red

Identification	: IMP0157
Origin	: Japan
Breeder	: Marudo Koi Farm
Variant	: Kohaku
Colour	: White & Red
Size	: 46cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A classic Kohaku showcasing one of the most sought-after pattern styles in the variety - an impressive 5-step pattern. The clean white (shiroji) provides a crisp foundation, allowing the red plates to stand out clearly and flow beautifully from the head to tail. Balanced, traditional, and visually impactful, this Kohaku embodies the elegance that makes the variety the foundation of all Nishikigoi appreciation. A great opportunity for collectors who value pattern structure and clean separation.

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FROM OUR POND TO YOURS

IMP0141 - 47cm male, Doitsu Sanke, White, Red & Black

Identification	: IMP0141
Origin	: Japan
Breeder	: Hiroi Koi Farm
Variant	: Doitsu Sanke
Colour	: White, Red & Black
Size	: 47cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A sleek, scaleless Sanke showcasing crisp contrast and modern appeal. Doitsu varieties are known for their smooth skin and bold colour expression - allowing patterns to stand out with strong definition. This Doitsu Sanke carries vibrant red (hi) plates paired with well placed black (sumi), giving it the classic tri-colour elegance of Sanke, but with the sharp clarity only a Doitsu can offer. Smooth, polished and visually striking, this Koi draws attention with every movement.

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IKSA0004 - 53cm female, Showa, Black, White & Red

Identification	: IKSA0004
Origin	: Japan
Breeder	: Oya Koi Farm
Variant	: Showa
Colour	: Black, White & Red
Size	: 53cm
Age at auction	: 3y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A bold and expressive Showa with an exceptionally unique head pattern that immediately sets it apart. This Koi also boasts remarkable growth. Acquired in December 2024 at 35cm, it now measures 53cm, showing excellent development and continued potential going forward. With its standout pattern expression, deep colour quality, and body volume, this fish holds show-level traits that make it suitable for competitive display as well as high-end collection value.

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IMP0001 - 59cm female, Matsukawabake, Black & White

Identification	: IMP0001
Origin	: Japan
Breeder	: Takatatsu Koi Farm
Variant	: Matsukawabake
Colour	: Black & White
Size	: 59cm
Age at auction	: 3y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A beautiful example of a truly dynamic variety. This Matsukawabake showcases crisp white base overlaid with loose scattered black scales. Known for their ever-changing patterns, Matsukawabake can shift in sumi intensity with temperature and season, making each viewing a little different from the last. Pretty intriguing, and full of character - an excellent Koi for keepers who enjoy a fish that evolves with time.

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FROM OUR POND TO YOURS

IMP0083 - 38cm female, Ginrin Matsukawabake, Black & White

Identification	: IMP0083
Origin	: Japan
Breeder	: Takatatsu Koi Farm
Variant	: Ginrin Matsukawabake
Colour	: Black & White
Size	: 38cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A smaller but equally striking counterpart to Lot 22. This Ginrin Matsukawabake mirrors the same white base and scattered black markings, but with the added sparkle of reflective ginrin scales. The shimmering effect enhances the already dynamic pattern, giving it a crisp, icy sheen under light.

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FROM OUR POND TO YOURS

IMP0113 - 37cm female, Kikusui, White & Red Metallic

Identification	: IMP0113
Origin	: Japan
Breeder	: Marusaka Koi Farm
Variant	: Kikusui
Colour	: White & Red Metallic
Size	: 37cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Kikusui are doitsu (scaleless) Hikari Moyomomo known for their bright metallic white skin and flowing patterns of red (hi) or orange that create an elegant, refined appearance. This Kikusui features strong hi across the body, giving it a bold and vibrant presence in the water. The hi displays excellent depth and consistency, enhanced by the clean metallic white base.

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K O I S A

LOT 025

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IMP0004 - 39cm male, Beni Kikokuryu, White, Black & Orange Metallic

Identification	: IMP0004
Origin	: Japan
Breeder	: Takatatsu Koi Farm
Variant	: Beni Kikokuryu
Colour	: White, Black & Orange Metallic
Size	: 39cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A captivating metallic Koi variety known for its dramatic contrast and sharp pattern definition. Beni Kikokuryu are admired for their reflective skin and deep red / orange plates paired with bold sumi overlays. This fish stands out with beautifully defined black edging along the fins and face - almost ink-like detailing that highlights every movement with precision.

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FROM OUR POND TO YOURS

IMP0234 - 36cm female, Pearl Ginrin Kohaku, White & Red

Identification	: IMP0234
Origin	: Japan
Breeder	: Koda Koi Farm
Variant	: Pearl Ginrin Kohaku
Colour	: White & Red
Size	: 36cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A beautifully unique Kohaku featuring the highly desirable Pearl Scale Ginrin - a specialised form of ginrin where each scale reflects light with a rounded, pearl-like glow. Instead of standard diamond sparkle, pearl ginrin gives the Koi a softer, beaded lustre across the body, creating texture and shine that stands out immediately in the water.

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KOI SA

LOT 027

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FROM OUR POND TO YOURS

IMP0079 - 37cm female, Kogane Ochiba, Silver & Bronze Metallic

Identification	: IMP0079
Origin	: Japan
Breeder	: Ozumi Ikarashi Koi Farm
Variant	: Kogane Ochiba
Colour	: Silver & Bronze Metallic
Size	: 37cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A stunning variation of the traditional Ochiba variety. This Kogane Ochiba displays a metallic silver and bronze palette that gives the fish depth and sophistication. The leaf-like Ochiba pattern flows naturally over the body, and the shimmering metallic tones highlight the contours and movement of the Koi.

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FROM OUR POND TO YOURS

IMP0045 - 45cm male, Shusui, White, Orange & Blue

Identification	: IMP0045
Origin	: Japan
Breeder	: Marusei Koi Farm
Variant	: Shusui
Colour	: White, Orange & Blue
Size	: 45cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A classic Shusui showcasing the elegant simplicity this variety is known for. With a smooth scaleless blue-backed body and vibrant orange along the flanks, this Koi demonstrates the traditional Shusui charm.

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IMP095 - 44cm female, Doitsu Sanke, White, Red & Black

Identification	: IMP095
Origin	: Japan
Breeder	: Miyatora Koi Farm
Variant	: Doitsu Sanke
Colour	: White, Red & Black
Size	: 44cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Doitsu Sanke are valued for their smooth, scaleless skin and the classic three-colour combination of white, red (hi) and black (sumi). The lack of scales enhances the colour and gives the pattern a clean, modern look. The strong, clean doitsu skin with crisp hi plates and well-placed sumi patches complements the overall pattern.

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FROM OUR POND TO YOURS

IMP0269 - 49cm female, Asagi, White, Blue & Orange

Identification	: IMP0269
Origin	: Japan
Breeder	: Wada Koi Farm
Variant	: Asagi
Colour	: White, Blue & Orange
Size	: 49cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Asagi are one of the oldest Koi varieties, known for their refined blue reticulated scales, clean white accents, and warm red (hi) emerging along the cheeks, fins and flanks (lower side of the body). Wada Koi farm is widely recognized as the leading Asagi breeder in Japan, producing some of the highest-quality bloodlines in the world. With the beautifully even blue netting pattern, clean skin, and well positioned hi, this fish shows excellent balance and long-term development potential.

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FROM OUR POND TO YOURS

IMP0056 - 51cm female, Tancho Sakura Ogon, White & Red Metallic

Identification	: IMP0056
Origin	: Japan
Breeder	: Ozumi Ikarashi Koi Farm
Variant	: Tancho Sakura Ogon
Colour	: White & Red Metallic
Size	: 51cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Sakura Ogons are a rare and elegant metallic variety. With a clean and lustrous white body, the red stands out impressively. The red circle on the head resembles the "Hinomaru", the red sun on the Japanese flag - a symbol of good fortune, harmony, and national pride in Japan.

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FROM OUR POND TO YOURS

IMP0057 - 46cm female, Ginrin Ochiba, Grey & Brown

Identification	: IMP0057
Origin	: Japan
Breeder	: Ozumi Ikarashi Koi Farm
Variant	: Ginrin Ochiba
Colour	: Grey & Brown
Size	: 46cm
Age at auction	: 3y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Ochiba are traditional Koi known for their autumn leaf-like colours, typically featuring shades of brown, orange and red. The pattern often resembles scattered leaves, giving the variety its poetic name "Ochiba", meaning 'fallen autumn leaves' in Japanese. This Ochiba has a massive, well built body and a distinct and well-defined head pattern that adds character and balance to the overall look.

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IMP0183 - 41cm female, Aka Matsuba, Red & Black

Identification	: IMP0183
Origin	: Japan
Breeder	: Otska Koi Farm
Variant	: Aka Matsuba
Colour	: Red & Black
Size	: 41cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

An Aka Matsuba is a red Koi whose body is overlaid with a fine, black reticulated scalation. As the fish matures, the red becomes richer, while the "flesh" (area between the skin and scales) gains definition, making the black net-like pattern stand out even more.

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IMP0076 - 37cm female, Ginrin Ki Ginga, Black, Gold & White Metallic

Identification	: IMP0076
Origin	: Japan
Breeder	: Ozumi Ikarashi Koi Farm
Variant	: Ginrin Ki Ginga
Colour	: Black, Gold & White Metallic
Size	: 37cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Ginrin Ki Ginga are admired for their shimmering ginrin (diamond-like) scales combined with a yellow or golden pattern over a black and white base. When the ginrin catches the light perfectly, it gives the fish a glitter, jewel-like appearance.

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IMP0061-39cm female,Aragoke Ki Kikokuryu,White, Black, Blue & Yellow

Identification	: IMP0061
Origin	: Japan
Breeder	: Ozumi Ikarashi Koi Farm
Variant	: Aragoke Ki Kikokuryu
Colour	: White, Black, Blue & Yellow Metallic
Size	: 39cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Ki Kikokuryu are metallic Koi with a striking combination of gold / yellow (ki) and black (kuro) markings. The metallic skin gives them a reflective, shimmering appearance, while the contrasting black adds depth and drama to the pattern. The aragoke scales create an armour-like appearance, earning them the nickname "Dragon Koi".

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FROM OUR POND TO YOURS

IMP232 - 41cm female, Doitsu Lemon Hariwake, White & Yellow Metallic

Identification	: IMP232
Origin	: Japan
Breeder	: Yamazaki Koi Farm
Variant	: Doitsu Lemon Hariwake
Colour	: White & Yellow Metallic
Size	: 41cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Doitsu Lemon Hariwakes are celebrated for their clean, scaleless skin paired with bright metallic white and soft yellow patterns. Their clarity and shine give them a fresh, luminous appearance in the pond. This fish features beautiful pastel-like yellow tones, creating a soft, elegant look.

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FROM OUR POND TO YOURS

IMP0197 - 44cm female, Budo Goromo, White & Reddish Purple

Identification	: IMP0197
Origin	: Japan
Breeder	: Marujiyu Koi Farm
Variant	: Budo Goromo
Colour	: White & Reddish Purple
Size	: 44cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Budo Goromo are known for their grape-coloured (Budo) shading that overlays the red (hi) pattern of a Kohaku, giving them a rich, elegant, and sometimes dramatic appearance. The deep purplish tone over the hi creates a strong contrast against the white skin, showcasing the variety's signature look.

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IMP0153 - 47cm female, Ginrin Tancho Kohaku, White & Red

Identification	: IMP0153
Origin	: Japan
Breeder	: Marudo Koi Farm
Variant	: Ginrin Tancho Kohaku
Colour	: White & Red
Size	: 47cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

A truly elegant Koi that combines simplicity, symbolism, and sparkle. Tancho Kohaku are characterised by a pure white body and a single red (hi) circle on the head - revered in Japan as a representation of the national flag and a symbol of good fortune, longevity, and harmony. This particular Koi is made even more special by its Ginrin scales, adding a brilliant diamond-like shimmer across the body.

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IMP097 - 46cm female, Kujaku, White, Orange & Black Metallic

Identification	: IMP097
Origin	: Japan
Breeder	: Miyatora Koi Farm
Variant	: Kujaku
Colour	: White, Orange & Black Metallic
Size	: 46cm
Age at auction	: 2y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Kujaku are admired for their metallic white base, bright red or orange patterns, and the elegant reticulated (net-like) scalation created by the Matsuba effect. This Kujaku has a distinct orange spot on the head featuring a white heart-shaped marking - a rare and charming pattern that stands out immediately.

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IMP281 - 54cm female, Kujaku, White, Black & Red Metallic

Identification	: IMP281
Origin	: Japan
Breeder	: Izuru Koi Farm
Variant	: Kujaku
Colour	: White, Black & Red Metallic
Size	: 54cm
Age at auction	: 3y
Area	: Pretoria, Gauteng
Date available	: Immediately

Other info:

Kujaku are a striking metallic variety, combining a lustrous white base with vibrant red (hi) markings and elegant reticulated (Matsuba) scalation. 54cm at three years is excellent growth for this variety, showing strong development potential.

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In respect of sales by

Wildswinkel Veilings (Pty) Ltd – Registration Number: 2015/316030/07

(As auction house, herein after referred to as the “Auctioneer” and the person conducting the auction referred to as the “independent auctioneer”)

1. INTRODUCTION

- 1.1. By entering a bid any prospective Buyer binds himself or herself to these Rules of Auction, as well as any special conditions of sale set forth in the auction catalogue.
- 1.2. Any agreement contrary to these Rules of Auction shall not be binding unless it is confirmed in writing and signed by a manager of the Auctioneer.
- 1.3. In the event of any conflict between the contents of this document and the Payment Terms Agreement, the provisions of the Payment Terms Agreement shall prevail.
- 1.4. If any clause or term of these Rules of Auction should be invalid, unenforceable and illegal, then the remaining terms and provisions of these Rules of Auction shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceable or illegality goes to the root of these Rules of Auction.
- 1.5. Any indulgence granted by the Auctioneer to the Buyer, or the Owner / Seller will not prejudice the rights of the Auctioneer in terms of these Rules of Auction and such indulgence will not constitute an amendment or waiver or novation of these Rules of Auction.
- 1.6. For purposes of these Rules of Auction, the following definitions apply:
 - 1.6.1. “Livestock” means animals kept or raised for use, pleasure or profit, including but not limited to sheep, cattle, pigs, goats and horses
 - 1.6.2. “Game” means wild animals kept or raised for breeding, tourism purposes, or hunting for food or as sport. This definition should be interpreted in its broadest sense and includes but is not limited to buffalo and various types of antelope.
 - 1.6.3. “Motor vehicle” means motor vehicles and vehicles as defined in the National Road Traffic Act 93 of 1996.

2. THE CONSUMER PROTECTION ACT

These Rules of Auction comply with Section 45 of the Consumer Protection Act, Act 68 of 2008 (“the Act”) and the Regulations of the Act as applicable, which read as follows: Section 45: “Auctions”

1. In this section, “auction” includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.
2. When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
3. A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.
4. Notice must be given in advance that a sale by auction is subject to—
 - a) a reserved or upset price; or
 - b) a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any one person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.
5. Unless notice is given in advance that a sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer—
 - a) the owner or auctioneer must not bid or employ any person to bid at the sale;
 - b) the auctioneer must not knowingly accept any bid from a person contemplated in paragraph (a); and
 - c) the consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated.
6. The Minister may prescribe requirements to be complied with by an auctioneer, or different categories of auctioneer, in respect of—
 - a) the conduct of an auction;
 - b) the records to be maintained with respect to property placed for auction; and
 - c) the sale of any such property by auction.

3. REGISTRATION AND APPLICABLE LEGISLATION

- 3.1. Financial Intelligence Centre Act, 38 of 2001 (“FICA”) Anyone that intends to bid at the auction (Buyer) must register his or her identity on the bidder’s record prior to the commencement of the auction and such registration must meet the requirements of the FICA in respect of the establishment and verification of identity of the person. The prospective Buyer must sign the registration entry and furnish the Auctioneer with a copy of his/her identity document and proof of residence (not older than 3 months)
- 3.2. Protection of Personal Information Act 4 of 2013 (“POPIA”)
 - 3.2.1. The Auctioneer has taken the required steps to comply with POPIA and has appointed an Information Officer.
 - 3.2.2. Any person or entity registering for the auction hereby acknowledges that it is providing the Auctioneer with personal information, as envisaged in POPIA. Any registrant acknowledges and consents thereto that information is obtained and will be stored in compliance with relevant legislation.
 - 3.2.3. Any person or entity registering for the auction consents thereto that it shall receive communication relating to a

transaction as well as marketing material for the auction registered and future auctions. The registrant will receive communication where he/she shall be entitled to opt-out of marketing communication. Personal Information will be retained until a registrant requires the Auctioneer to delete his/her personal information, or until such time the Auctioneer is obligated to store the personal information in accordance with other legislation, whichever occurs last.

- 3.2.4. Buyers and Sellers at the auction hereby acknowledge and consent thereto that their personal information will be shared amongst the Buyer and Seller of a specific lot in order to finalise a transaction. This information includes, but will not always be limited to, names, contact numbers, e-mail addresses and addresses for delivery. Owners / Sellers also acknowledge and consent to their personal information being shared with the other party to the transaction in the event of a dispute.
- 3.2.5. The Buyer and Seller hereby undertake to only use personal information received in order to finalise a transaction and it shall not be entitled to retain the information for any other purpose. Should a Buyer or Seller wish to retain the personal information received, he/she shall obtain their own consent and hereby irrevocably indemnifies the Auctioneer from any claim that may arise for breach of POPIA.

4. THE AUCTION

- 4.1. Unless where the contrary is indicated by the Auctioneer, the auction is conducted for the normal and voluntary disposal of the Owner's / Seller's goods.
- 4.2. "Goods" shall mean any item legally capable of being auctioned, such as animals (Livestock and Game), movable or immovable goods and shall be as listed by the Seller for auction purposes
- 4.3. The auction will start at the published time. The auction will not be delayed to allow any specific person or more persons to take part in the auction.
- 4.4. In the event of the sale requiring the consent of any statutory authority or any court of law, then this auction will be subject to the granting of such consent.

5. AUCTION ROLL

- 5.1. The entries made in the Auctioneer's auction roll shall be prima facie evidence of the transaction and shall be binding on the Owner / Seller and the Buyer.
- 5.2. The bidder's record and the vendor or vendue roll will be made available for inspection within reasonable time after the auction at the office of the Auctioneer during normal business hours free of charge.

6. AUCTIONEERS POWERS AND RESPONSIBILITIES

- 6.1. The Auctioneer reserves the right to amend these Rules of Auction in writing or by announcement at the auction.
- 6.2. The auction shall take place under the direct and exclusive control of the independent auctioneer. The independent auctioneer reserves the right, in its sole discretion, to refuse the bid of any person, to regulate the bidding and to indicate the highest bidder. If the independent auctioneer suspects that a bidder has not made a bona fide bid or is unable to pay the purchase price or has not made satisfactory arrangements for payment of the purchase price, he may refuse to accept the bid of such bidder or accept it provisionally until the bidder has satisfied him that he is in a position to pay the purchase price or that he has made satisfactory arrangements for payment thereof. On refusal of a bid under such circumstances the goods may immediately be re-auctioned.

7. CAPACITY AND AUTHORITY

- 7.1. Unless where notice is given, it is not allowed that the Owner / Seller, his agent or the Auctioneer may bid on any of the Owner's / Seller's goods sold by auction. However, individual Sellers may bid on other Sellers' goods.
- 7.2. All goods sold at the auction are sold by the Auctioneer as agent on behalf of the Owner / Seller. The Owner / Seller hereby authorize the Auctioneer to issue invoices, credit and debit notes as applicable on its behalf and agrees not to issue the aforementioned for the same supply. The Owner/Seller also hereby authorize the Auctioneer to collect the purchase price from the Buyer and the Owner / Seller do hereby cede to the Auctioneer all the Owner / Seller's rights, title and interest in and to its claim for payment of the purchase price against the purchaser, which session the Auctioneer do hereby accept.
- 7.3. Any person who purchases on behalf of a Principal (i.e. natural person) must furnish the Auctioneer with a written signed Power of Attorney, prior to the commencement of the auction, failing which he/she will be personally liable for payment of any purchases made by him/her. The person bidding on behalf of or signing any document on behalf of the purchaser pursuant to a successful bid hereby binds himself/herself personally as co-principal debtor with the Buyer for payment of the purchase price and personally guarantees all the obligations of the Buyer under these Rules of Auction. This paragraph 7.3 specifically excludes where an employee or agent of the Auctioneer enters bids on behalf of a Buyer, who gives instructions telephonically or otherwise, and any and all employees or agents of the Auctioneer are hereby indemnified by a Buyer who gives instructions telephonically or otherwise on the Buyer's behalf and the employee or agent of the Auctioneer who signs any document on behalf of a Buyer is indemnified by the Buyer and duly authorizing the employee or agent of the Auctioneer to sign the vendue roll or any other document with regards to the purchase of a lot.
- 7.4. A person who attends the auction, to bid and to sign the bidder's record, on behalf of another person (i.e. on behalf of a company or legal entity) must produce a signed letter of authority that expressly authorizing him or her to bid or sign the bidder's record on behalf of that person. Where a person is bidding on behalf of another entity the letter of authority must appear on the letterhead of the entity and must be accompanied by a certified copy of the resolution, if required, authorizing him or her to bid on behalf of the entity. The person bidding on behalf of or signing any document on behalf of the Buyer pursuant to a successful bid hereby

binds himself personally as co-principal debtor with the Buyer for payment of the purchase price and personally guarantees all the obligations of the Buyer under these Rules of Auction.

- 7.5. In the event where a Buyer allows another person to purchase on his or her Buyer's number, the registered Buyer shall be liable for payment of such purchases. No bid by an unregistered Buyer will be accepted by the Auctioneer and the Buyer will have no claim to any of the goods allegedly purchased by him.
- 7.6. Should any contractor remove any goods from the sale venue on instruction of the Auctioneer, acting on behalf of the Buyer, the contractor will be deemed to be the contractor of the Buyer who accepts all costs and risks connected with such removal.

8. PRICES OF GOODS

- 8.1. All goods sold by auction will be subject to a reserve price, unless specifically stated otherwise in the auction catalogue or by the independent auctioneer prior to or at the start of the auction. In the event where a bid below the reserve price is placed, the lot will be considered not to be sold or will be subject to confirmation by the Owner/Seller as indicated by the auctioneer.
- 8.2. Subject to the reserve price placed on any of the goods by the Owner / Seller, the Buyer at any sale by auction shall be the highest bidder indicated by the independent auctioneer by the fall of the hammer or by such other means as the independent auctioneer may select.
- 8.3. The purchase price of the goods sold by auction specifically excludes Value Added Tax ("VAT") and VAT must be added to the purchase price and paid by the Buyer unless specifically indicated otherwise. Declaration and compliance related to all applicable taxes is the responsibility of the Owner/Seller and Buyer as relevant.
- 8.4. If both the Owner / Seller and Buyer are not registered for VAT, the Auctioneer, the Owner / Seller and the Buyer hereby agree that VAT will not be charged on the purchase price, but the Auctioneer's commission will be plus VAT. The Owner / Seller and Buyer will still both be responsible for providing the necessary documentation as requested by the Auctioneer.

9. BIDDING

- 9.1. Every bid shall constitute an offer to purchase the property or goods for the amount bid, which the Owner / Seller or the Auctioneer may accept or reject in their absolute discretion. The Owner / Seller and Auctioneer are entitled, in their absolute discretion to withdraw the property or goods from the sale prior to acceptance by the Owner / Seller.
- 9.2. If no bid equals or exceeds the reserve price, if any, the property or goods may be withdrawn from the auction.
- 9.3. Buyers are bidding per piece to take the lot, unless where explicitly stated otherwise by the independent auctioneer or in the Auction Catalogue.
- 9.4. When bidding on weaners or lambs, the bidding price is per kilogram or any other customary manner the Auctioneer may indicate.

10. PASSING OF RISK, DELIVERY, OWNERSHIP AND TRANSPORT

- 10.1. Transfer of risk:
 - 10.1.1. Risk in respect of profit and loss in the goods sold per catalogue shall pass to the Buyer upon the fall of the hammer.
 - 10.1.2. The risk in mortality of the goods will remain with the Owner/Seller until the goods are loaded on the Buyer's transport.
 - 10.1.3. Where delivery is included in the bidding price the risk in mortality of the goods will remain with the Owner/Seller until safe step-off at the Buyer's address. In the event that the Owner/Seller offers his own transport at a cost to the Buyer the risk transfers to the Buyer upon loading.
 - 10.1.4. In the event where animals kept in boma (at the auction venue) are auctioned, risk in respect of profit and loss in the goods sold will pass to the Buyer upon the fall of the hammer, which risk includes mortality.
 - 10.1.5. Notwithstanding the passing of risk, ownership shall remain vested in the Owner/Seller until such time as the full purchase price has been paid to the Owner/Seller.
- 10.2. Delivery of the goods sold at the auction, shall only be given to the Buyer upon the Buyer fully performing its payment obligations in accordance with these conditions of sale. The Owner / Seller shall be responsible for costs incurred to deliver the goods on the Buyer's transport. The Buyer shall be responsible for procuring and paying for transport of the goods from the Owner / Seller's property.
- 10.3. Notwithstanding the transfer of risk, ownership shall not transfer to the Buyer until the full purchase price, including any other costs, VAT and interest, if any, are settled in full.
- 10.4. The Auctioneer takes no responsibility for any transport, removal or cost of removal of any goods.

11. OUTSTANDING AMOUNTS AND PAYMENT

- 11.1. The purchase price is due and payable by the Buyer to the Auctioneer via electronic transfer ("EFT") on the day of the auction ("the payment date") unless other payment terms and or means are agreed between the Auctioneer and the Buyer. The Auctioneer reserves the right to refuse any other method or means as payment. Payment by way of EFT will only be regarded as done as soon as the funds transferred reflects and are available in the Auctioneer's bank account.
- 11.2. The Buyer shall not be entitled to withhold payment of the purchase price to the Auctioneer as a result of any possible or pending claim that he may have against the Owner / Seller on the grounds of misrepresentation or for any other reason whatsoever.
- 11.3. A certificate issued by a Manager of the Auctioneer, whose appointment and authority shall not be necessary to prove, shall be prima facie proof of the amount owing by the Buyer to the Owner / Seller or the Auctioneer.
- 11.4. In the event that the Auctioneer agrees to facilitate the purchase of the goods by paying an amount equal to the purchase price to

the Owner / Seller before the Buyer makes payment to the Auctioneer ("the Payment Terms Agreement"), then the following shall apply:

- 11.4.1. The election to make any payment to the Owner / Seller shall be in the sole and absolute discretion of the Auctioneer, which discretion may be exercised separately with regards to each transaction entered into by the Buyer.
- 11.4.2. Upon payment of the amount referred to in 11.4.1 above the Owner / Seller's right, title and interest in and to any claims and other rights against the Buyer in terms of or connected with the sale of the goods shall forthwith be ceded and transferred to the Auctioneer, which session the Auctioneer hereby accepts.
- 11.5. In the event of any Payment Terms Agreement between the Auctioneer and the Buyer, no Payment Terms Agreement shall be valid unless reduced to writing and duly signed on behalf of the Auctioneer. The facilitation of any sale by the Auctioneer as referred to in this paragraph 11.4 shall be strictly subject to the terms and conditions of the Payment Terms Agreement.
- 11.6. No application for credit as defined in section 8 of the National Credit Act, Act 34 of 2005, will be received or considered by the Auctioneer.
- 11.7. All money will be paid into a trust account for the benefit of the Owner / Seller, minus the agreed commission and additional costs agreed upon by and between the Auctioneer and Owner / Seller.
- 11.8. Any goods entered or offered for sale are subject to payment by the Owner / Seller / Buyer of the agreed commission, or in absence of an agreement the usual commission by the Owner / Seller / Buyer to the Auctioneer at the rate customarily charged by the Auctioneer from time to time, whether the goods are sold at the auction or thereafter, or within 30 (Thirty) days thereafter by private treaty. Unless otherwise agreed in writing, commission shall become due and payable by the Owner / Seller/ Buyer upon the fall of the hammer or upon the entering into of any private treaty involving the Owner / Seller's said goods, whichever date is the earlier, and notwithstanding any breach on the part of the Owner / Seller/ Buyer.
- 11.9. Until all amounts owing by the Buyer have been paid in full, the Buyer hereby:
 - 11.9.1. irrevocably undertake to identify the purchased goods in such a manner that he can at any time identify and indicate the goods deemed to be the property of, and pledged to, the Auctioneer.
 - 11.9.2. grants the Auctioneer at all reasonable times access to the premises where the goods are stored or kept for the purposes of perfecting its pledge and exercising any other rights in terms of these Rules of Auction.
- 11.10. Should the Buyer/Purchaser refuse or otherwise fail to pay the purchase price within 7 (Seven) days of the due date, the Auctioneer shall be entitled to:
 - 11.10.1. claim interest from the Buyer/Purchaser the prescribed mora interest rate calculated from the date of purchase to date of payment, and/or
 - 11.10.2. repossess the goods to resell same at the risk of the defaulting Buyer/Purchaser who shall be liable for all costs in connection with the resale and any loss or damage incurred, and will not be entitled to any profit that may arise from the resale, and/or
 - 11.10.3. institute legal proceedings for the payment of any amount owing or for the return of the goods and/or
 - 11.10.4. Claim specific performance and/or claim damages should the Buyer not make payment as and when it comes due; and/or
 - 11.10.5. recover the Auctioneer's legal costs calculated at the Attorney and own Client tariff as well as collection, tracing, storage and transport costs, and/or
 - 11.10.6. retain in pledge any goods or other property in the possession of the Auctioneer belonging to either the Buyer / Purchaser or the Owner / Seller as security for the due fulfilment of any obligation owed to the relevant party or the Auctioneer.

12. WITHDRAWAL OF BIDS

- 12.1. Once a bid is made it cannot be withdrawn.
- 12.2. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period (if any) that is provided for in these rules, during which time the offer shall be open for acceptance by the Owner / Seller or his agent and if the offer is accepted the sale shall be deemed to be a sale by auction for purposes of the Act, unless the Owner / Seller consents thereto in writing.

13. DISPUTES AND ERROR

- 13.1. In the event of a dispute arising amongst the bidders and / or the Auctioneer, the goods in dispute shall, at the sole discretion of the Auctioneer, be re-auctioned.
- 13.2. Any error by the independent auctioneer shall be entitled to be corrected by him or her immediately upon discovery of said error.
- 13.3. Any dispute, of whatsoever nature, which may arise, for whatever reason, shall be the sole responsibility of the Seller and Buyer. In the event of a dispute, the Auctioneer shall still be entitled to recover commission from any monies already paid.

14. WARRANTIES

- 14.1. The Owner / Seller warrants that there are no encumbrances on such goods, that the said goods are the property of the Owner / Seller, and that the Owner / Seller is competent and legally entitled to dispose of the goods.
- 14.2. The Owner / Seller warrants that the information published in the auction catalogue relating to the goods are correct and the goods sold are free of any known patent and latent defects and that any right or claim ceded to the Auctioneer in terms of these Rules of Auction is free of any defect or right of deduction or set-off, and that the said right or claim is fully and immediately enforceable against by Buyer.
- 14.3. All goods / lot(s) are sold voetstoots.

- 14.4. No express or implied representations, guarantees or warranties of any nature are made by the Auctioneer regarding the condition, qualities or any other characteristics of the goods / lot(s).

15. OWNER / SELLER'S RESPONSILITIES

- 15.1. The Owner / Seller shall be obliged to furnish the Auctioneer, alternatively the Buyer, with any and all documents pertaining, but not limited, to title, license, or registration, in or to the goods, whichever may be applicable, in order to effect transfer of ownership from the Owner / Seller to the Buyer.
- 15.2. The Owner / Seller is responsible to make the relevant goods available for collection by the Buyer.

16. BUYER'S RESPONSIBILITIES

- 16.1. The Buyer shall, prior to the sale, ascertain whether there are any defects in the goods and any bid by a Buyer shall be considered as acceptance of the goods with any patent or latent defects in their condition at the time of sale.
- 16.2. The Buyer will be responsible to obtain all permits, certificates and transport documents pertaining to the goods purchased at the auction. The Buyer will be liable for the payment of the purchase price even if he is unsuccessful in obtaining the required permits, certificates or transport documents. As such it is specifically stated that no sale on the auction is subject to the Buyer's successful application for any permit, certificate or transport document.
- 16.3. The Buyer and the Owner/Seller takes note of the Buffalo Veterinary Procedural Notice. The Owner/Seller is responsible for the blood tests and must provide the Buyer with the results once received, after which date the parties shall arrange for delivery.
- 16.4. The Owner/Seller and Buyer warrants that it shall comply with any and all relevant bio-security protocols.
- 16.5. The Buyer is responsible for the transportation / removal of the purchased goods. Failure to collect goods within the specified time period, alternatively when notified to take delivery of the goods on a specific date, may result in legal action against Buyer. The Buyer shall be charged a daily storage fee after the final removal date, unless agreed otherwise.

17. LIABILITY & INDEMNIFICATION

- 17.1. The Owner / Seller, who offers the goods for sale, accepts all liability regarding and warrants the information furnished as to pedigrees, ages, dates of service, state of health or gestation or any other particulars which might be incorrect. In the event of any dispute the Buyer shall only have a claim against the Owner / Seller and not against the Auctioneer. The Owner / Seller and Buyer indemnify the Auctioneer against any claim(s) regarding the information furnished as to pedigrees, ages, dates of service, state of health or gestation or any other particulars which might be incorrect.
- 17.2. The Auctioneer accepts no liability for any withdrawal of goods from sale.

18. LEGAL DISPUTES

- 18.1. The Buyer and the Owner / Seller do hereby consent to the payment of attorney and own client costs in the event of any legal action being instituted against them by the Auctioneer or Owner / Seller and/or Buyer.
- 18.2. Any dispute between the parties will be governed by the South African legal system and legislation.
- 18.3. The Owner / Seller, Buyer and Auctioneer herewith confirm that any action instituted by the Auctioneer against the Owner / Seller and / or Buyer may be instituted in any competent Court. This agreement will be governed in accordance with the laws of the Republic of South Africa.
- 18.4. If the Buyer is in breach of these rules due to its failure or negligence to pay the purchase price on the due date, the Auctioneer will be entitled:
- 18.4.1. To claim interest from the Buyer from date of sale at the interest rate of Prime plus 7%, which are calculated daily and capitalised monthly; and/or
- 18.4.2. to demand return of the goods and resell same at the risk of the Buyer and the Buyer shall be liable for all costs relating to the resale and any damage and/or loss and the Buyer shall not be entitled to any profit that may arise as a result of the resale; and/or
- 18.4.3. institute legal action for payment of any amount that may be due or for the return of the animals; and/or
- 18.4.4. recover the auctioneer's legal costs calculated on an Attorney-and-client scale as well as any collection, tracing, storage or transport costs; and
- 18.4.5. retain any animal or other property in possession of the Auctioneer as security for the fulfilment of any obligations owing to any party or the Auctioneer.

19. RULES SPECIFIC TO THE AUCTIONING OF ANIMALS

- 19.1. Should any animal auctioned by catalogue be sold as pregnant,:
- 19.1.1. Pregnancy will be confirmed upon capture for loading, costs of which are for the Owner's/Seller's account;
- 19.1.2. Boma animals sold as pregnant must be confirmed as pregnant prior to the auction for the Owner/Seller's account;
- 19.1.3. A veterinarian's report confirming pregnancy will be regarded as final;
- 19.1.4. Pregnancy upon loading is guaranteed, but no calf or lamb is guaranteed; and
- 19.1.5. Once safely loaded onto the Buyer's transport, the risk of the animal's pregnancy transfers to the Buyer.
- 19.2. Where the ages of the game animals are not specified, the animals will be regarded not to be older than 5 (Five) years and in a good and healthy condition. This paragraph 19.2 only applies to game animals and not livestock.
- 19.3. All animals put up for auction must, where applicable, be visibly marked with ear tags and/or microchips.

- 19.4. Where available, DNA information of the animals must be provided to the Auctioneer in order for the Auctioneer to include such information in the Auction Catalogue.
- 19.5. In the event where the photos and specifications are not animal specific; the Buyer has the right to choose a similar animal, as described, from the herd concerned, and presented in the Auction Catalogue.
- 19.6. In the event where the Owner/Seller acted bona fide and the animals put up for auction did not meet the specifications as described in the Auction Catalogue (i.e. pregnancy, age horn length, etc.), the Buyer has the right to cancel the transaction or to negotiate amended terms and conditions. The commission shall be payable by the Owner/Seller shall be calculated in accordance with the bid received at the auction.
- 19.7. Horn lengths provided by the Owner/Seller or its duly authorized representative, of animals put up for auction, are warranted by the Owner/Seller.
- 19.8. The following penalties shall be imposed on the Owner / Seller in respect of Livestock based on the final quantities and weight:
 - 19.8.1. If any animals offered by the Seller do not comply or deviate from the description, weight or gender ratio as supplied and presented in a lot, such animals shall:
 - 19.8.1.1. not be loaded as part of the sold lot;
 - 19.8.1.2. returned to the Seller at the Seller's cost; or
 - 19.8.1.3. an adjusted price or penalty shall be agreed upon between the Buyer and the Seller.
 - 19.8.2. Normal and agreed weight loss during transportation shall be acceptable on weaners, provided such loss varies between 4% to 7% and on store lambs between 6% to 9%, depending on the distance travelled.
 - 19.8.3. The number of animals per lot may differ at loading, due to injury or death or any other unforeseen circumstance, beyond the control of Seller, provided that such deviation may not exceed the quantity listed per specific lot per Auction catalogue.
 - 19.8.4. The following quality criteria will be assessed:
 - 19.8.4.1. Hide damage and health;
 - 19.8.4.2. Horns;
 - 19.8.4.3. Temperament;
 - 19.8.4.4. Bone Structure
 - 19.8.5. Should more than 5% of the animals not comply with the above quality criteria, the non-compliant animals shall be returned to the Owner / Seller.
 - 19.8.6. Transport costs shall be for the account of the Owner / Seller proportioned according to the percentage of animals returned.

20. RULES SPECIFIC TO THE AUCTIONING OF MOTOR VEHICLES

- 20.1. The Owner/Seller and the Buyer agree that the Auctioneer shall not be held liable in the event where there is a delay in obtaining and/or clearing the eNatis documents on motor vehicles;
- 20.2. The Owner / Seller shall remain solely liable to ensure that, where applicable, all information and documentation furnished in respect of motor vehicles are true and correct and that the eNatis documents are available to the Buyer;
- 20.3. The Buyer shall, prior to the sale, ascertain whether there are any defects in the goods and any bid by a Buyer shall be considered as acceptance of the goods with any patent or latent defects in their condition at the time of sale;
- 20.4. In particular, but without limiting the generality of the foregoing, no warranties are made regarding motor vehicles, tractors or implements in respect of year, make, mileage or model thereof. Neither the Auctioneer nor the Owner / Seller accepts any responsibility for repairs to or maintenance of any goods / lot(s) sold at the auction.

ADDITIONAL RULES OF AUCTION

1. INTRODUCTION

The Auctioneer's standard Rules of Auction will apply to all lots, unless in contradiction with any of the terms set out in these 'Additional Rules of the Auction'.

2. LIVE-ONLINE BIDDING (IF APPLICABLE)

The Auctioneer conducts the auction utilising technology where prospective Buyers are not required to physically attend the auction but can enter bids remotely utilising the Auctioneer's online platform. Consequently, a prospective bidder may enter bids against individuals who are physically present at the auction and vice versa. In light thereof the Owner/Seller, prospective Buyers and Buyers expressly takes note of and agree to the following:

- 2.1. The prospective Buyers and Buyers shall strictly observe the instructions from the independent auctioneer where bids are accepted from the attendees and online bidding platform.
- 2.2. The prospective Buyers and Buyers and/or its representatives, as the case may be, shall take reasonable steps to ensure that he or she is connected to the internet. It is advised not to utilise the internet if connectivity is poor and/or less than 4 megabits per second (Mbps) upload and download speed.
- 2.3. The prospective Buyers and Buyers shall take reasonable steps to ensure that the feed on the online platform is frequently refreshed where it does not do so automatically.
- 2.4. The prospective Buyers and Buyers and Owner/Sellers takes note and acknowledges that the auctioneer shall be entitled to close

the online bidding for a particular lot prior to knocking down the hammer in order to take a final bid from the 'live attendees'. In the event where such bid was made and accepted, the auctioneer may, at its own discretion, reopen the online bidding for that lot to accept additional bids.

- 2.5. Once a bid is made it cannot be withdrawn.
- 2.6. Neither the Auctioneer, the Sellers' or the Auctioneer's representatives will be liable for any failure in connectivity or software while using the online bidding platform.
- 2.7. Neither the Auctioneer, the Owner / Seller or the Auctioneer's representatives accept any responsibility for any Internet interruption of connection of failure of software that leads to the bidder being disconnected from the live auction, irrespective of whose connection is interrupted. The Auctioneer accepts no responsibility for the loss of potential purchases, if a bid is not recorded due to the interruption of the bidder or if the online system goes offline during the auction process.

3. TIMED AUCTION (IF APPLICABLE)

- 3.1. The provisions of the 'Timed Auction Rules' applies to all lots sold on the 'Timed Auction' and will prevail when in contradiction with the 'Rules of Auction' relating to a lot sold on the 'Timed Auction'.
- 3.2. All goods sold on the Timed Auction will be subject to a reserve price, which reserve price may be higher than the minimum starting price.
- 3.3. The prospective Buyers and Buyers and/or its representatives, as the case may be, shall take reasonable steps to ensure that he or she is connected to the internet. It is advised not to utilize the internet if connectivity is poor and/or less than 4 megabits per second (Mbps) upload and download speed.
- 3.4. In respect of lots auctioned on the Timed Auction, the following additional terms and conditions will apply:
 - 3.4.1. Subject to paragraph 3.4.2 below, lots on the timed auction will close as per the specified date and time per lot as advertised on the online bidding platform, subject to an Extension Period. The closing of lots may be staggered.
 - 3.4.2. In the event where bidding on a lot will close and a bid is received within two (2) minutes of the published closing time, the time to enter a bid shall be automatically extended for an additional period, which period is customarily two (2) minutes, but may vary from time to time (the "Extension Period").
 - 3.4.3. A lot will not close if a bid is received during an Extension Period and shall automatically be extended for a further Extension Period. A lot will only close if a final bid on the lot stands alone for a period equal to the Extension Period. The lot will only close if a final bid on the lot is received and stands alone for a period equal to the Extension Period.
 - 3.4.4. The "fall of the hammer" on a lot for the purposes of the timed auction is defined as the date and closing time published on the online bidding platform and/or the Seller's/Auctioneer's public websites, alternatively at the date and time a final bid on a lot stands alone for a period equal to the Extension Period, whichever occurs last.
 - 3.4.5. All lots on sale on the timed auction will have a minimum starting bid price which will be indicated on the online bidding platform. Any bid above the minimum starting bid price will not necessarily be successful as the lot may be subject to a reserve price. Should the reserve price not be met, the lot will not be sold and shall be marked to be 'Subject to Confirmation (STC)'. Should the aforementioned occur it is advised to make contact with the Auctioneer as soon as possible to obtain instructions from the Owner/Seller to explore the viability of entering a transaction. This does not create any right of refusal nor does it impose an obligation on the Owner/Seller or the Auctioneer to enter any transaction.
 - 3.4.6. The minimum bidding increment may vary per lot but is specified on the online bidding platform.
 - 3.4.7. Once a bid is made it cannot be withdrawn.
 - 3.4.8. Neither the Auctioneer, the Sellers' or the Auctioneer's representatives will be liable for any failure in connectivity or software while using the online bidding platform.
 - 3.4.9. Neither the Auctioneer, the Sellers or the Auctioneer or Sellers' representatives will be liable for software failure of any nature.



THANK YOU

FOR BEING PART OF
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