

## Terms & Conditions

Terms: Cash, cashiers check, travelers checks. Visa, MasterCard will be accepted. Please note, a 3.25% buyer's premium will be assessed on each credit card purchase. Business and personal checks will be accepted, however those paying via checks will be provided with a copy of the registration certificate at settlement time. Once the check clears, the Buyer will be mailed the original registration certificate. **NO CREDIT CARD CHECKS WILL BE ACCEPTED.** All monetary funding must be in U.S. currency. The right of property shall not pass until after full settlement is made. Should any Buyer fail to settle for his purchase, the Seller or Sellers reserves the right and full power to resale the animal to the best advantage either publicly or privately, without further notice. Any loss arising from such resale together with any and all expenses incurred shall be payable by the defaulter. All settlements must be made with the clerks of the sale before any goats will be released. In addition, Buyers are advised to insure their purchases. Buyers are responsible for forwarding the forms and transfer fees to the registry of their choice. Purchase price does not include transportation fees and are the sole responsibility of the Buyer. (see Transportation section below)

Bids and Disputes: In case of disputes, bidding will be reopened between the parties involved. If no further bid is made, the buyer will be the person whom the auctioneer accepted the last bid. The auctioneer's decision in such matters will be final.

Announcements: Every effort was made to assure the accuracy of this catalog, however all announcements from the auction block will take precedence over the printed material in the catalog. Buyers are therefore cautioned to pay attention to any such announcements.

Health Certificates: Health Certificates will be provided on every animal. Any out of state buyers should contact their respected state's Animal Health Department concerning importation requirements for goats into that state. It is the buyers responsibility to obtain all necessary requirements for entry into their home state. Sellers cannot be held responsible for any particular state's importation regulations beyond the Health Certificate provided.

Accidents: Although every precaution will be taken to protect the safety and comfort of the Buyers, neither the Sales Management, Auctioneer, Shawnee Expo Center and it's employees and contractors, nor the Sellers assumes any responsibility in this matter and they disclaim any liability, legal or otherwise, in case of an accident or loss of property.

Loading: Goats will not be loaded until the sale has ended. Goats will not be allowed to load without a release form provided by the Sales Clerk at check out. **NO EXCEPTIONS.** Goats will be allowed to stay in the sale barn overnight, but must be out by noon on Sunday, September 19th. Those buyers wishing to leave their purchases overnight, need to alert the Sales Clerk at time of settlement. Seller assumes **NO** liability for said goats. Sunday's loading will begin at 7 AM.

Phone Buyers: Phone bids will be accepted with pre-approved credit and sale arrangements. Please contact the consignor of your choice regarding phone bidding prior to the sale.

Transportation: Transportation is the Buyer's responsibility. Buyers are responsible for coordinating transportation of their purchases. If assistance is required, contact the consignor directly for a list of contract haulers. In the event Buyer cannot arrange for hauling or in the event Buyer's purchases cannot be picked up by 12 PM Sunday, September 19th, arrangements must be made with the consignor to arrange pick up from the farms from which they originated. Buyer will have thirty (30) days from sale date to arrange pick up at said farms.

Breeders Guarantee

Bucks: Should any buck seven (7) months of age or over, fail to prove a breeder after being used on does known to be breeders, the matter shall be reported in writing to the seller within six (6) months following the date of purchase. The

seller will then have the right and privilege of ninety (90) days to prove the buck is a breeder. The seller is not responsible for damage caused by foreign bodies after the animal has been sold or of sickness not apparent at the time of the sale. There is no guarantee that semen collected from the buck will freeze. No other guarantees are written or implied.

Does: Does are guaranteed to be breeders. In the event a female greater than 12 months of age at the date of sale is claimed to be a non-breeder, after having been bred regularly to a buck known to be a breeder, and after having been treated by a licensed veterinarian, the matter must be reported in writing to the seller within four (4) months following the date of purchase. The seller shall have six (6) additional months in which to prove any such female a breeder and may use any registered buck of the breed available to him. In the event a female less than 12 months of age at the date of sale is claimed to be a non-breeder, after having been bred regularly to a buck known to be a breeder, and after having been treated by a licensed veterinarian, the matter must be reported in writing to the seller within twelve (12) months following the date of purchase. The seller shall have six (6) additional months in which to prove any such female a breeder and may use any registered buck of the breed available to him. Any female returned will be at the buyer's risk. No guarantee is given that a pregnant female will deliver live kids or that she will carry kids full term, or the kids carried will not be mummified. The seller is not responsible for damage caused by foreign bodies after the animal has been sold or for sickness not apparent at the time of the sale. No other guarantees are either written or implied.

#### Bred Doe Guarantee:

Any doe sold as bred the day of the sale will be sonogrammed on Friday night before the Sale at 7 PM. The results will be published for all Buyers reference. These results will take precedence over any published descriptions in all catalogs for referenced Bred does. There is NO guarantee that above said Bred does will deliver a live kid or carry fetuses to term, due to many factors out of Sellers control. Buyers are purchasing a Guaranteed Bred Doe the day of the Sale. No other guarantees are either written or implied.

Settlement: Transportation charges on animals returned to the seller are the responsibility of the buyer. No incidental expenses such as feed, care, veterinary charges, etc. will be charged by either party when making the settlement. If the seller is successful in proving the animal in question to be a breeder, the buyer at his or her expense will reclaim the said animal. Should the seller fail to prove the animal a breeder, then the buyer is guaranteed a satisfactory replacement, FOB ranch, or location of origin, or a refund of the actual purchase price paid FOB selling point. In no event, shall the seller be responsible for more than the purchase price. Should a dispute arise over the quality of a replacement, there will be a cash settlement.

Exception of Guarantee: In cases where the animal is subject to any hormone or surgical reproduction techniques after the sale, or has been mistreated in care, housing, or nutrition in any way, this guarantee is null and void.

Rights and Obligation: The above terms of the sale shall constitute a contract between the buyer and the seller and be equally binding to both. Resale of animals following purchase in the sale, constitute a separate transaction and the rights and obligations of the two (2) parties connected; therefore, are not covered by the term and conditions of this sale.