

TERMS AND CONDITIONS

EXCEPT FOR THOSE STATED IN THE BELOW TERMS AND CONDITIONS, THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE CATTLE BEING SOLD.

THE WARRANTIES AND GUARANTEES SET FORTH IN THE "TERMS AND CONDITIONS" ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, AND REMEDIES PROVIDED THEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER, OR ANY PARTY CLAIMING THROUGH THE BUYER, FOR ANY BREACH OF WARRANTY OR GUARANTEE THEREIN PROVIDED, AND ALL OTHER OBLIGATIONS OR LIABILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT ADDITIONAL RIGHTS THAT MAY BE GRANTED BY STATE OR FEDERAL LAW.

TERMS: Terms of the sale are cash, check, credit card or electronic payment payable immediately upon the conclusion of the sale and before the animals will be moved.

BIDDING: All animals sell to the highest bidder. Any disputes or challenges regarding bids will be settled by the auctioneer and his decision will be final.

PURCHASER'S RISK: Each animal becomes the risk of the purchaser as soon as sold; but it shall be the obligation of the seller to see that the animals are fed and cared for free of charge to the purchaser, until loaded for shipment or until the expiration of 48 hours after the sale, whichever occurs sooner.

REGISTRATION: A transferred certificate of registry will be furnished to the purchaser for each animal within 60 days following the sale.

HEALTH: All animals are eligible for interstate shipment; except as otherwise announced.

ANNOUNCEMENTS: Any changes of any kind in this catalog will be announced from the auction box and such announcements shall take precedence.

At the AHCA National Sale, non-payment of a purchase will automatically be referred to AHCA legal counsel to pursue and will result in suspension of membership immediately until resolved.

BREEDING GUARANTEE

1. All animals are guaranteed to be breeders, with the exception of: A) Calves under 12 months of age; B) Animals shown by purchaser after the sale (in cases of animals shown after purchase the breeding guarantees, if any, shall be such as agreed upon between the seller and the buyer); C) Injury or disease occurring after the sale; D) Gross negligence or willful misconduct on the part of the purchaser.
2. Bulls are guaranteed breeders if not allowed to run with the herd until at least 14 months of age. Any bull which settles cows by natural service and passes a breeding soundness exam according to the guidelines of the Society of Veterinary Theriogenologists, made by competent veterinarians, mutually agreed upon by buyer and seller, during any 6 month period of trial (provided for in paragraph 2 of "Options and Privileges of Return and Adjustment") shall be considered a breeder. Any guarantees with respect to the ability to freeze semen shall be by separate agreement between buyer and seller.
3. "Pregnant" females have been examined by a competent veterinarian and are so guaranteed.
4. "Served" females are not guaranteed to be in calf.
5. "Pasture exposed" females have been exposed but are not guaranteed to be in calf.
6. "Open" females have not been served and are so guaranteed.
7. Donor Females: A female which has been used in an embryo transfer program is not guaranteed to be a breeder after the date of sale unless by separate agreement between buyer and seller.
8. All animals sold as breeding animals are guaranteed not to be free-martins.

OPTIONS AND PRIVILEGES OF RETURN OR ADJUSTMENT

1. All claims for adjustment or refund must be made in writing either within 6 months of the sale date or no later than 6 months after the animal reaches 20 months of age, with the exception of claims involving misrepresentation of service sire.
2. In the event an animal is claimed to be a non-breeder, the animal may be returned to the farm of the seller, if in good condition and complying with the health requirement of the seller's state. The seller shall be entitled to 6 months trial following the return of the animal in which to prove that the animal is a breeder. If at the end of 6 months the seller is unable to prove the animal is a breeder, the seller shall, at the option of the buyer, replace the animal with another of equal value or refund the full purchase price. The return of full purchase price shall in any case be deemed full satisfaction and settlement. Any expense incurred for transporting an animal claimed to be a non-breeder shall be the responsibility of the purchaser, except the seller shall be responsible for transportation costs in excess of the distance between the purchaser's farm and the location where the sale took place. If the seller proves the animal to be a breeder, it shall be the obligation of the purchaser to take delivery of the animal and pay all expenses incurred.
3. If a female sold as "pregnant" proves not to be in calf, the purchaser may receive service from the bull previously used, if available, or if the bull is not available, the seller shall be obligated to make satisfactory adjustment on the purchase price to the buyer or, at the buyer's option, refund the full purchase price upon return of the animal to the farm of the seller. If a female is represented as "pregnant" at the time of sale to a certain bull proves to have been bred to a different bull, the seller shall be obligated to make a satisfactory adjustment to the purchase price or, at the buyer's option, refund the full purchase price upon the return of the animal to the farm of the seller. Any expense incurred for the transportation shall be the responsibility of the purchaser, except that the seller shall be responsible for transportation costs in excess of the distance between the purchaser's farm and the location where the sale took place.
4. If a female sold as "open" proves to be with calf, the purchaser may return the animal to the farm of the seller prior to calving for a refund of the full purchase price or for another animal of equal value, whichever is acceptable to the purchaser. It shall be the obligation of the seller to bear any expense incurred for transportation.
5. Cows with calves at side are presumed to be breeders with no further fertility guarantee.
6. Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

AUTHENTICITY OF PEDIGREE

When an animal, through blood typing and/or DNA typing, is determined to have ancestry other than that reported on the registration certificate, the buyer shall be entitled to a refund of the full purchase price from the seller upon return of the animal to the farm of the seller at the buyer's expense. The animal in question, at the buyer's option, may be exchanged for another animal of equal value, or if agreeable with the buyer, the seller may have the certificate of registry corrected at the seller's expense with the corrected certificate returned to the buyer. Any adjustment provided herein, if selected, shall absolve the seller from further liability for authenticity of pedigree to the buyer.

THIS AGREEMENT SHALL BE GOVERNED BY AND ITS PROVISIONS CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

THE SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, GENERAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OUT OF POCKET EXPENSES. THE LIABILITY OF SELLER FOR A BREACH OF WARRANTY HEREUNDER IS LIMITED TO THE REMEDIES SET FORTH ABOVE.

The above terms and conditions of sale shall constitute a contract between the buyer and seller of each animal and shall be binding on both. Each sale or resale of an animal constitutes a separate transaction.

Neither the owners, sponsoring associations, auctioneers nor any other persons connected with the management or conduct of this sale assumes any liability, legal or otherwise.

IT SHALL BE THE BUYER'S RESPONSIBILITY AT THE AHCA NATIONAL SALE TO MAKE SURE THEY KNOW HEALTH TESTING REQUIREMENTS FOR ENTRY INTO THEIR STATE.

ALL DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE VOID WHERE PROHIBITED BY LAW.