

DESIGNER GENES FIT TO BUCK

April 6th – 10th, 2015

TERMS & CONDITIONS

1. **SALE CONDITIONS:** All prospective sale participants are urged to take notice of and thoroughly read the Sale Terms & Conditions for this auction as published within the online catalog.
2. **BIDDING:** Each animal will be sold to the highest bidder. Nate, with The Breeders Connection, will settle any disputes as to bids, and his decision on the matter shall be final.
3. **BUYER REGISTRATION AND BIDDING:** Approximately 30 minutes prior to the start of each night's auction, a link will pop up on the main page. "CLICK HERE to VIEW the LIVE BIDDING." Click the link to watch every lot as each begins at its designated time. To place a bid, click on PLACE BID, enter the Bid Amount, Name, Location, Phone #, and email address. You may contact Nate at (605) 515-4313 or contact Vernon at (936) 348-1330 or (936) 348-2448 to place phone bids. Nate will call the highest bidder immediately following the close of that lot individually purchased.
4. **TERMS:** ALL cattle must be paid for, with guaranteed funds, prior to loading. Methods of payment are cash, money wire transfer, Cashier's Check, check with bank letter of credit or certified funds due, unless prior credit arrangements have been agreed upon, in writing, between buyer and seller
5. **PURCHASER'S RISK:** Each animal becomes the risk of the purchaser at time of cattle load out, but will not be Deliverable until full settlement has been made.
6. **CERTIFICATE OF REGISTRY:** Certificates of registration will be sent via priority mail, to the purchaser on those lots that are currently registered. Any lots with a Pending registration status will be mailed to Buyer upon our receipt from the ABBI office. Please ensure we have your correct name and address when making payment so any Certificate of Registration(s) and/or payment receipts can be mailed to you. It is the purchaser's sole responsibility to send in registration certificates to transfer ownership. If purchaser request to have an EID Tag, the purchaser will be assessed an additional charge, per head.
7. **SALE CATALOG/PRE-SALE FLYERS:** Buyer should make purchases from the online Sale catalog provided for the day of the sale and take heed to any announcements made during the sale.
8. **ADMINISTRATIVE FEE:** In order to defray a portion of the costs associated with the paperwork preparation, **EACH BUYER**, regardless of quantity, will be assessed an administrative fee. Live animal lot buyer's admin fee is One Hundred Dollars (\$100.00) and Embryo lot buyer's admin fee is Fifty Dollars (\$50.00). This fee is **PER BUYER**, NOT per lot.
9. **HEALTH CERTIFICATES:** ALL animals offered are eligible for Interstate shipment. A Health Certificate fee per buyer who requests a Health Certificate for their State and/or Country, shall be assessed any and all Veterinary Charges and/or Testing related to the cattle's final destination. All fees must be paid for prior to the loading of the livestock.
10. **ANNOUNCEMENTS:** Any changes in the sale format of any kind will be posted at www.thebreedersconnection.com and such changes shall take final precedence. Guidry Land & Cattle, Inc. has made every reasonable effort to assure the correctness of information printed, on paper and/or online, included in the online sale catalog.

11. BREEDING GUARANTEES:

- a. **OPEN FEMALES:** Those females which have not been knowingly exposed or pasture bred. This will include the Yearling & Weanling Heifers.
 - b. **WEANED CALVES:** Seller offers to buy the calf carried or at side of the specified recip. If, for any reason whatsoever, the calf fails to reach weaning age, seller will refund any payments made by buyer for that lot. No additional guarantees or replacements will be offered. **NO EXCEPTIONS.** Buyer, at his/her sole discretion, may elect out of the weaned calf option and purchase the pregnant recip for an additional Two Thousand Four Hundred Dollars (\$2,400.00) to cover the cost of the recip cow. This election must be completed and paid on or before April 18th. The recip fee is in addition to the sales price of the lot.
12. **CHECK LIABILITY:** The law regarding insufficient fund checks is as follows: Any person signing a check in the State of Texas will be held liable for the amount of the check, plus a \$100 handling fee. Acceptable form of personal identification will be required. No post dated checks will be accepted. Appropriate legal services will be obtained in whatever state and county necessary in the United States to secure performance of any check given, the handling fee listed above plus any applicable fees to secure such a service. These conditions will be enforced to the full extent of the law and no exceptions will be made. There will be an additional \$250 fee for all returned checks that are not replaced via wire transfer or cashier's check within 5 days of the return date of the check. All out of state checks written for the purchase of any animal(s) shall incur a 10 business day hold on all registration papers as well as the pickup of any animal purchased, without Seller's prior consent.
13. **NO RETURNS OR REFUNDS:** ALL SALES ARE FINAL AND BINDING. NO ANIMALS ARE SUBJECT TO RETURN AND NO REFUNDS SHALL BE MADE EXCEPT AS NOTED IN THE BREEDING GUARANTEES LISTED ABOVE.
14. **WARRANTIES BY SELLER ONLY:** All warranties are strictly from the seller, Guidry Land & Cattle, Inc. and are strictly directed to the present Buyer. No guaranties or warranties by seller are transferable to a third party for any reason whatsoever. The auctioneer, The Breeders Connection, their employees, nor their agents will make any representations or warranties of any kind, express or implied, about the animals sold or offered for sale. Including any warranty as to the soundness, merchantability, fitness for any particular purpose or breeding qualities or soundness of any animal offered in the sale. All such representations and warranties are hereby expressly disclaimed. "Puffery" or any other statement by auctioneer or anyone acting on its behalf shall not be considered a representation or warranty under any condition, and prospective bidders should not rely on such statements as a representation or warranty by auctioneer. Auctioneer shall have no responsibility for any written or verbal arrangements between Seller and prospective bidders/buyers which differ from these conditions of the sale.
15. **USE CAUTION WHILE ON THE PREMISES:** All persons participating in the auction do so at their own risk and are urged to use extreme caution while on the Sellers premises when picking up cattle. By entering the premise, all persons and/or drivers hereby agree to release and hold harmless Guidry Land & Cattle, Inc., their agents and employees, from any accident, intentional or not, during their activity at the above indicated location.
16. **CATTLE PICK-UP:** Following receipt of guaranteed funds from buyer, all animals will be available at Guidry Land & Cattle, Inc. and can be picked up from our headquarters in Madisonville, Texas beginning at Noon on Friday, April 10, 2015. Please make arrangements to pick up your purchases by contacting Vernon Guidry, 936-348-1330 or 936-348-2448. All cattle must be picked up from our headquarters on or before 5:00 p.m. on Monday, April 20, 2015. Unless prior arrangements are made, any cattle remaining in our care beyond this date shall incur a fee of \$10 per head per day. No exceptions.
17. **SEMEN RESERVATION:** Seller, at his sole discretion and expense, reserves the right to collect and reserve 100 straws from each bull sold, for the lifetime of the bull.
18. **EMBRYO PURCHASES:** Relative to embryo purchases, any and all cost associated with the shipping and handling of the purchased embryo shall be the sole responsibility of the purchaser.

19. **RIGHTS AND OBLIGATIONS:** The above terms and conditions of the Designer Genes Fit to Buck sale shall constitute a contract between the buyer, Guidry Land & Cattle, Inc., as well as the Consigner of each designated lot listed and shall be equally binding upon both. Any and all questions related to each consigned listing will be directed to Vernon Guidry, at Guidry Land & Cattle, Inc.