



## Designer Genes Select Investment Offering October 8-12<sup>th</sup>, 2018

### TERMS & CONDITIONS

1. **SALE CONDITIONS:** All prospective sale participants are urged to take notice of, and thoroughly read the Sale Terms & Conditions for our upcoming Designer Genes Investment Offering. Terms & Conditions for this offering are available for viewing via the online catalog at [www.guidrylandandcattle.com](http://www.guidrylandandcattle.com).
2. **BIDDING:** Each animal will be sold to the highest bidder. Nate Morrison with The Breeders Connection, will settle any disputes as to bids, and his decision on the matter shall be final.
3. **PURCHASER 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 on 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. To place phone bids please contact Nate at (605)515-4313, or contact Vernon at cell number (936)348-1330 or office number (936)348-2448.
4. **TERMS:** Unless prior credit arrangements have been agreed upon, in writing, between Purchaser and seller. Invoices are due upon receipt, all payments must be guaranteed US funds. **If any invoice is not paid to PROVIDER within 7 days of invoicing, a 1.5% compounding finance charge will be assessed.** Methods of payment are cash, cashier's check, PayPal, or bank wire transfer. ***(ALL INTERNATIONAL PURCHASES MUST BE PAID VIA PAYPAL OR WIRE TRANSFER.)***
5. **PURCHASER'S RISK:** Each animal becomes the risk of the purchaser at the time of cattle load out. Prior to their load out, ALL cattle MUST be paid for with guaranteed US funds.
6. **CERTIFICATE OF REGISTRY:** Unless alternate arrangements are made prior to livestock pick up, Certificates of Registration will be sent via USPS. Upon our receipt from the ABBI office, any lots with a pending registration status will be mailed to the Purchaser, via USPS. In efforts of transferring ownership, it is the Purchaser's sole responsibility to send in Registration Certificates, to the ABBI. Certificates will only be issued for livestock with registration numbers listed on Sale Catalog.



7. **BREEDERS CERTIFICATES:** All Livestock, pregnancies, and embryos will sell without Breeder's Certificates. Purchase of a Breeder's Certificate will be the sole responsibility of the PURCHASER.
8. **SALE CATALOG/PRE-SALE FLYERS:** Purchaser should make purchases from the online Sale catalog provided for the day of the sale and take heed to any announcements made throughout the sale week.
9. **ADMINISTRATIVE FEE:** EACH PURCHASER, regardless of quantity purchased, will be assessed an Administrative fee. Live animal lot Purchaser's admin fee of One Hundred Dollars (\$100.00) and Embryo Lot Purchaser's admin fee if Fifty Dollars (\$50.00). This fee is PER PURCHASER not PER LOT.
10. **HEALTH CERTIFICATES:** All animals offered are eligible for Interstate shipment. A Health Certificate fee per Purchaser who requests a Health Certificate for their Destination State and/or Country, shall be assessed Veterinary Charges to cover said fees. All fees must be paid for, prior to the loading of purchased animal(s).
11. **ANNOUNCEMENTS:** Any changes in the sale format of any kind will be posted at [www.thebreedersconnection.com](http://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 sales catalog.
11. **BREEDING GARANTEES:**
  - a. **OPEN FEMALES:** Those females which have not been knowingly exposed or pasture bred. This will include the Yearling & Weanling Heifers.
  - b. **PREGNANCIES PURCHASED:** With any pregnancies purchased, Purchaser(s) will have 10 business days, or through Close of Business on Oct 26<sup>th</sup>, 2018, to verify pregnancies purchased.
  - c. **PASTURE BRED FEMALES:** Those females that have been knowingly exposed or pasture bred, but have non-confirmed pregnancies. This will include Exposed Foundation & Exposed Recips. These females will be sold without a guarantee of pregnancy.
  - d. **WEANED CALVES:** Seller offers to Purchaser, the calf carried or at the side of the specific recip. If for any reason whatsoever, the calf fails to reach weaning age, Seller will refund any payments made by Purchaser for that lot. NO additional guarantees or replacements will be offered, NO EXCEPTIONS. *Weaned Calves will be available for pickup AFTER October 16<sup>th</sup>, 2018.*
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 \$100.00 handling fee. Acceptable forms of personal identification will be required. Appropriate legal services will be obtained in whatever



state and country necessary in the United States to secure performance of any check given, the handling fee 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 \$250.00 for all returned checks that are not replaced via wire transfer or cashier check within 5 days of the return date of the check.

- 13. NO RETURNS OR REFUNDS:** ALL SALES, INCLUDING DEPOSITS OR PARTIAL PAYMENTS, ARE FINAL AND BINDING. NO ANIMALS ARE SUBJECT TO BE RETURNED 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 Seller, Guidry Land & Cattle, Inc., and are strictly directed to the present Purchaser. NO guarantees of warranties by Seller are transferable to a third party whatsoever. Neither the auctioneer, The Breeders Connection, their employees, nor their agents make any representations of warranties of any kind, express, or implied, concerning the animal sold or offered at the sale. Additionally, NO guarantees or warranties as to the soundness, merchantability, fitness for any particular purpose or breeding qualities of soundness of any animal offered for sale. All such representations and warranties are hereby expressly disclaimed. "Puffery" or any other statement by auctioneer or anyone 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 of warranty by auctioneer. Auctioneer/The Breeders Connection shall have no responsibility for any written or verbal arrangements between Seller and prospective bidders/Purchasers which differ from these conditions of the sale.
- 15. CATTLE PICK-UP:** Following receipt of guaranteed funds from Purchaser, 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 Tuesday, Oct 16<sup>th</sup>, 2018. Please make arrangements to pick up your purchase(s) by contacting Vernon Guidry at cell number (936) 348-1330 or office number (936) 348-2448. All cattle must be picked up from our Headquarters on or before Close of Business on Oct 26<sup>th</sup>, 2018. Unless prior arrangements are made, any cattle remaining in our care beyond this date, shall incur an animal care fee of \$7.50 per head, per day. NO EXCEPTIONS.
- 16. SEMEN RESERVATION:** Seller, at his sole discretion, and for the lifetime of the Bull, reserve the right to collect and reserve 100 units of Semen from each Bull sold. Collection expenses shall be the Seller's responsibility.
- 17. RIGHTS AND OBLIGATIONS:** The above Terms & Conditions of sale shall constitute a contract between Purchaser(s) and Guidry Land & Cattle, Inc., of each animal(s) and/or embryo(s) shall be equally binding upon both.



**18. GOVERNING LAW:** In the acceptance of these Terms & Conditions by Purchaser(s) any, and ALL, payments are due and payable in Madison County, Texas. The parties hereby agree that exclusive jurisdictions and venue of any legal proceedings arising from these stated Terms & Conditions, shall be in the courts of Madison County, Texas.

As additional consideration, Purchaser(s) and/or representatives, hereby assign, transfer and conveys all claims arising out of transactions regarding the settlement and terms of this agreement to Vernon A. Guidry and Guidry Land & Cattle, Inc.