

## **American Maine-Anjou Association Sale Terms and Conditions**

**Terms:** Terms of the sale are cash or check, payable immediately upon conclusion of the sale and before animals will be moved. Seller will reserve the right to require a certificate check as settlement before releasing any cattle.

**Risk:** All animals are the owner's risk prior to their sale and become the property of the purchaser as soon as declared "sold" by the auctioneer (but will be cared for at the purchaser's risk for a reasonable length of time).

**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.

**Health:** All animals sell with proper individual health certificates, making them eligible for interstate transport to most destinations within the U.S.

**Announcements:** Announcements from the auction block will take precedence over statements in the sale catalog. We reserve the right to withdraw any sale lot not meeting our specifications prior to sale time.

**Registry Certificates:** All animals shall carry papers from the American Maine-Anjou Association. These papers will be transferred to the new owner at the consignor's expense.

**Shipping:** Assistance will be given in making shipment after the sale, but no risk will be assumed by the seller. Expenses incident thereto are the responsibility of the purchaser, who should furnish shipping instructions at time of settlement.

**Breeding Guarantee:** Females – Females represented as being "safe in calf" will have been examined and declared safe; they are considered breeders without further guarantee. Cows with calves at side shall be considered breeders also without further guarantee. NO guarantee shall apply to suckling calves. NO guarantee is given that bred females will deliver a live calf. Bulls and Females-Any animal that appears to be a non-breeder within six months after date of sale, if in healthy condition and of breeding age, may be returned to seller at buyer's expense. Seller will then reserve the right to prove the animal a breeder within a six-month period. Should the animal fail to prove a breeder, the seller, at their option, may either return purchase price to buyer or replace the animal with another of equal value in full settlement and satisfaction of all claims. In no event shall seller be responsible for more than the purchase price. In case the animal in question should develop to be a problem breeder due to negligence or improper management by the purchaser, the seller's guarantee does not apply. In cases where the animal is subjected to any hormonal or surgical reproduction techniques after this sale, this guarantee shall be

null and void. Any complaints regarding breeding difficulties must be reported in writing by the buyer to seller within the time limit specified above, and animals returned must be free from disease and in good condition.

**Liabilities:** All persons who attend the sale do so at their own risk. The sellers and the sale manager assume no liability, legal or otherwise, for any accidents that may occur. Neither does the sale manager assume any liability for loss of or injury to livestock due to theft, mysterious disappearance, sickness, improper handling or Act of God. It is to be clearly understood that the sale manager and representatives act only as a medium between buyer and seller. They are not responsible in any way for any failure on the part of the buyer and the seller to live up to his obligations or for the truth of any warranties or representation expressed or implied.

**Contract:** The above terms and guarantees shall constitute a contract between buyer and seller of each animal and shall be equally binding on both. Animals that are resold following purchase in this sale shall constitute a separate transaction, and the rights and obligations of the two parties connected thereto are not covered by these Sale Terms and Conditions.