

SALES CODE

Terms: The terms of the sale are cash or check for the full purchase price in US funds on sale day. Parties unknown to the seller or sale management who desire to pay by check should furnish bank statement or certified check. If other arrangements for payment are made with seller, then a written document acknowledging such terms signed by both parties must be filed with the sale clerk prior to release. All payments must be made to the sale clerk. The seller, sponsor or sale manager reserves the right to require payment by wire transfer, certified check or in cash. All goods purchased should be settled with cash or good check at the time of sale. If not settled within 10 days, interest will be added to the balance at the rate of 18% per annum. No release will be given prior to satisfactory settlement, whereupon a signed order from the clerk must be presented to the barn superintendent. Seller retains title until payment has been honored unless other arrangements are made. Buyers are entitled to warranties as listed below only after full compliance with those terms.

Sales Positive: The highest bidder shall be the buyer. Every animal is pledged to absolute sale unless withdrawn for just cause. In case of dispute the animal shall again be put up for advance bids. If there be no advance bid, the auctioneer shall indicate the party whose bid he recognized. Other claimants will be given opportunity to increase the bid. Bidding directly or indirectly on an animal in which the bidder or any person for whom the bid is made has an ownership interest is prohibited unless the intention to bid is disclosed specific to each animal in the catalog and/or announced when the animal enters the ring.

Certificates of Registration: Certificates of registration or identification (whichever applies) showing transfer to the buyer on the records of the American Guernsey Association will be furnished by the seller for each animal at no cost within a reasonable period of time. An animal may not be transferred back to seller within a period of one year following the sale except at the discretion of the American Guernsey Association. Registry certificates show ownership on the record of the American Guernsey Association, but are not documents of title.

Catalog Information: The material in this catalog has been carefully edited. Any errors, omissions or information noted after printing of the catalog will be announced. Such announcements will take precedence over printed matter in the catalog. In any event, neither the sponsor nor the sale manager assumes personal responsibility for errors or omissions. The American Guernsey Association assumes no responsibility for the accuracy of the breeder supplied information which is designated in the pedigree.

Risk: The purchase of mortality insurance is strongly recommended or the animal is purchased at "buyer's risk". All animals are at the buyer's risk as soon as struck off, but will be cared for at no cost for 24 hours. Buyers must make arrangements for the care of their purchases beyond the 24 hour period. Animals are solely at the seller's risk prior to being struck off, including that time while under the care and supervision of the sponsor or sale manager.

Warranties: The seller or consignor warrants clear title to the animal and the right to sell same. Each animal is sound and healthy unless otherwise noted in the catalog or announced from the auction stand. Every precaution will be taken to represent the true physical condition of the animal exactly as it is known. Examination of all purchases should be made immediately after the purchase and if found not to be as represented, then complaint must be reported to the sale management before the close of the sale. In the event no complaint is filed, it is understood that the buyer assumes all

risks, after which no representation of the seller can be made through the sale manager. Heifers that have never calved are not guaranteed as to the condition of their udders following calving. In complete dispersal sales, cattle are sold "as is" unless stated otherwise in the catalog, and if so stated, all claims must be made within 3 days following the complete dispersal. All warranties cease when animal is resold by the original purchaser.

Breeding Warranties: All animals are sold as is, in regard to pregnancy or breeding status. No animals are guaranteed pregnant, to breed, to deliver normal calves, or to carry calves full term. However, all animals that have been bred for a reasonable amount of time, will be checked by a licensed veterinarian before the sale and his diagnosis will be announced, but not guaranteed.

Health Warranty: The seller will provide an official health certificate suitable for interstate shipment to the buyer for each animal. Each animal, other than calves under four months of age has passed a negative test for tuberculosis within 30 days of the sale date. Each female other than official calf-hood vaccinates under 18 months of age has passed a negative test for Brucellosis within 30 days of the sale date. Herd and/or area accreditation and certification status are printed in the catalog for each animal. Health tests and conditions for export sales or sales to states with health requirements additional to those indicated above are disclosed to the sponsor and or sale manager prior to the sale. The result of any future health test is not guaranteed.

Shipping: Assistance will be given in loading and shipping animals after the sale, but no risk is assumed by anyone associated with the sale when such assistance is given. All costs, risks and responsibilities are borne by the buyer unless other arrangements are made. Transportation charges on all animals subject to adjustment shall be paid by the shipper.

Absentee Bidders: While it is preferable for prospective bidders to attend the sale in person, for the convenience of those not present, members of the sales force are qualified to act and will gladly represent you. Any person handling a bid for an absentee buyer does so as agent only and is not responsible in any way for any animal he may purchase in that capacity. Others handling bids for absentee buyers should identify themselves to the sponsor or sale manager before the sale to ensure that the terms of the sale are complied with.

Responsibility: The seller is the responsible party for all recommendations and warranties. The sale manager, auctioneer and/or sponsor are acting as agents only and are not responsible in any way, but will endeavor to protect the interests of both buyer and seller. The sale manager, sponsor, seller or anyone associated with the sale will not be responsible for accident, injury or property loss to anyone attending the sale. Provided the terms of the sale have been adhered to, the sale manager or sponsor will not be liable for any amounts of money not paid by a purchaser of any animal, at any time. The sale manager and sponsor will be responsible only for transmitting to the seller net proceeds of funds actually received from a purchaser. In submitting the entries and in selling the animals listed in this sale, the seller or consignor subscribes to the various regulations and requirements as set forth above and assumes full responsibility for his animals.