

American Murray Grey Association
TERMS AND CONDITIONS OF SALE:

Announcements

1. Announcements made on sale day will replace information published in the sale catalog or other sale related postings.

Cash Sale

All sales are for cash, good check, or bank check. Buyers may pay by credit card, but agree to pay a 3.0% surcharge service fee. Any checks returned for NSF will be sent to the County Attorney for prosecution. **All payments for animals purchased whether made by cash, check, money order, or credit card will be made to the American Murray Grey Association. Registrations will not be transferred until the Association receives the full sale price of the animal.** Consignor's will be charged 5.0% of the sale price to the Association for sale management services.

Buyer's Risk at Time of Sale

The risk of loss and injury of each animal passes to the buyer as soon as it is sold; however, it is the obligation of the seller to ensure that sold animals are fed and cared for free of charge to the buyer until loaded for shipment for up to 14 days following the sale. Boarding beyond 14 days will be agreed to by both seller and buyer.

Identification Responsibilities

1. Prior to the sale, the seller must ensure that each animal has a readable permanent tattoo corresponding to its registration certificate.
2. The buyer must check the tattoo for accuracy upon taking possession and report any discrepancies or irregularities to the seller and to the American Murray Grey Association immediately.

Certificates of Registration

Sellers will provide the American Murray Grey Association with a signed transfer application for each animal consigned at the time of consignment. The Association will transfer ownership and send the transferred registration certificate to the buyer upon satisfaction of payment.

Conformance with Registration

1. The seller guarantees that all sold animals are registered in accordance with the rules of the American Murray Grey Association.
2. The seller guarantees to the buyer that all sold animals conform to the registration certificate as entered in the Herd Book of the American Murray Grey Association.
3. The seller guarantees to the buyer that with respect to all females exposed to multiple service sires, each such service sire will have parentage markers on file with the American Murray Grey Association.

Health Guarantees

1. The seller guarantees that all cattle offered are eligible for interstate shipment as required by applicable federal and state regulations.
2. Seller will provide a negative trichomoniasis test for non – virgin bulls if not included in interstate testing. Seller must guarantee that the tested bull has not bred between Trich test and delivery.
3. Seller will provide results of a Breeding Soundness Exam for 13 month or older bulls.

Breeding Guarantees

1. The seller guarantees that all animals offered are breeders, with the exception of: (a) calves under 12 months of age at the time of the sale; (b) animals shown after the sale has occurred (in such cases, the breeding guarantees, if any, will be those guarantees as are agreed upon between the seller and the buyer); (c) animals who suffer injury or disease following the sale; and (d) animals subjected to gross negligence by or willful misconduct on the part of the buyer.
2. The seller guarantees that all bulls are breeders for a period of 90 days following the initial turn out with the herd until at least 14 months of age. A bull that settles a cow by natural service and passes a fertility test performed by a competent

veterinarian or reproductive technician mutually agreed upon by the buyer and the seller will be considered a breeder. Unless otherwise agreed by the buyer and the seller, the seller makes no guarantees with respect to the ability to freeze semen.

3. Cows with calves at their side are presumed to be breeders with no further fertility guarantee.
4. "Safe in calf" females are guaranteed to have been examined by a competent veterinarian or reproductive technician and determined to be safe-in-calf by examination or other proven method (e.g., ultrasound, pregnancy blood tests, and rectal palpation).
5. "Served" females are not guaranteed to be in calf.
6. "Pasture bred" females have been exposed to a bull but are not guaranteed to be in calf.
7. "Open" females are guaranteed by the seller to be without calf.

Privileges of Return or Adjustment: Options

1. With the exception of any applicable transportation expenses described herein, a seller shall never be liable to a buyer for an amount greater than the original selling price of any animal sold under these Sales Terms and Conditions.
2. Unless otherwise stated, all claims for adjustment or refund must be made in writing to the seller within 90 days following the sale of the animal in question.
3. If an animal is claimed to be a non-breeder, the animal may be returned to the seller if it is in good condition and complies with credit to the buyer for use in a future purchase or provide an animal of equal value subject to the approval of buyer. If the buyer exercises either such option, the claim shall be deemed fully and satisfactorily resolved. However, in the event that the buyer requests a refund of the purchase price, the seller may, at its option, either issue a refund of the full purchase price or, shall have 180 days from the date the animal is returned to the price or demonstrated proof that the animal is a breeder during the test trial shall be deemed full satisfaction and settlement of the claim.

Any expense incurred for transporting an animal claimed to be a non-breeder will be the responsibility of the buyer, except that the seller will be responsible for transportation costs in excess of the distance between the obligation of the buyer to take delivery of the animal and pay all transportation expenses.

MISCELLANEOUS

1. The above terms and conditions of sale constitute a contract between the buyer and the seller of each animal and are equally binding upon both parties. Each sale or resale of an animal constitutes a separate transaction.
2. Neither the American Murray Grey Association nor any director, officer, employee or representative of the Association or any of its related entities assumes any liability, legal or otherwise, in connection with any sale or transaction conducted under the terms of the Suggested Sales Terms and Conditions. Nor shall the American Murray Grey Association, its directors, officers, employees or representatives assume any liability or be responsible in any way for enforcing the terms and conditions of any agreement between buyer and seller.
3. Neither the sponsor or sponsors, the sale manager, nor any other person connected with the management of the sale, assumes any liability, legal or otherwise.
4. These sale terms and conditions and all rights, obligations and duties arising hereunder and all disputes arising hereunder will be construed in accordance with, and governed by, the laws of the state in which the sale of the animal or animals occurs, which is the state of residence of the seller.

UNLESS OTHERWISE EXPRESSLY STATED IN THESE SALE TERMS AND CONDITIONS OR ANY OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES RELATING TO THE SALE OF MURRAY GREY CATTLE UNDER THESE SALE TERMS AND CONDITIONS, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO THE PARTIES. THE REMEDIES PROVIDED IN THESE SALE TERMS AND CONDITIONS ARE THE EXCLUSIVE REMEDIES OF THE BUYER, OR ANY PARTY CLAIMING THROUGH THE BUYER, AND UNDER NO CIRCUMSTANCES WILL THE SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES UNDER ANY INDEMNITY PROVISION OR OTHERWISE.