

## Terms and Conditions

**Sales.** All lots will be sold on a first come first serve basis, unless sale is cancelled by sale management. The Seller will settle any disputes with regards to purchases and his decision will be final.

**Announcements.** Corrections or additions of any information in the sale catalog will be announced on the internet site and will take precedence over any printed material. It is the responsibility of the seller to provide the sale management with any corrections prior to the sale.

**Payment Terms.** Terms of the sale are cash or check payable to Heritage Cattle in full to sale clerk immediately following the sale. Cattle will not be released until payment is made, unless prior arrangements are made with sale management.

**Liability.** Each animal will become the buyer's responsibility as soon as sold. The owners, employees, auctioneer or other affiliated personnel will not be responsible for any accidents, but will make every effort to provide for the safety and comfort of the animals and attendees.

**Registration and Transfer.** Transfer of animal ownership will be the responsibility of Heritage Cattle Company and will be done at the expense of seller only after clearance of all checks. Transfers should be completed within 2 weeks of sale date.

**Cattle for Export.** All cattle sold for export must be paid in full immediately following the sale. Buyer is responsible for all necessary health testing required for export to the buyer's specific country. The buyer must arrange for the care of the animals until proper health papers can be completed.

**Breeding Guarantee.** Heritage Cattle guarantees that all animals are breeders, with the exception of a) animals exhibited at any livestock show after the sale has occurred; b) animals who suffer injury or disease following the sale; c) animals subjected to negligence by or willful misconduct on the part of the buyer; and d) bulls that have semen collected prior to having the opportunity to breed females naturally. Bulls are not sold with a semen collection or freezing guarantee. We make no further guarantees, including the ability of any animal to compete in livestock shows, disposition, and length of life or production. Heritage has the right to evaluate and determine if the bull is a breeder for a period of 6 months. If the bull is a non-breeder, Heritage may offer a replacement or a sale credit for future purchase, but no cash refund is available.

The sale terms and conditions constitute a contract between the buyer and Heritage Cattle and are equally binding upon both parties. The rights and obligations herein are not transferable or assignable.

UNLESS OTHERWISE EXPRESSLY STATED IN THESE SALE TERMS AND CONDITIONS OR ANY OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES RELATING TO THE SALE, HERITAGE CATTLE 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 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.

Photo and Video Release. Seller may continue to use, at Seller's option, any photographs or video content of the animal and offspring thereof, with no credit to Purchaser or subsequent owner's required, in all of Seller's advertising and informational materials, including but not limited to website content, printed materials and social media platforms.

Term Breeding Interest Heifers. Purchaser must enter into a separate contract outlining full terms and conditions of ownership, copy is available for review prior to purchase. Failure to sign and agree to separate contract will result in cancellation of any sale. Selling a 50% Term Breeding Interest, the interest expires on September 1, 2024. The Interest includes no more than 2 IVF aspirations per year for Buyer, and Buyer has option to sell aspirations or embryos. Heritage maintains possession of the female and all natural calves.

Semen. Selling 1 straw with 5 AI certificates. Semen and AI certificates are for in herd use only and are non-transferable. Winning Bidder has option to purchase up to 4 additional straws for the price per straw.

Heifers. Seller reserves one IVF flush on all heifers if sold in the United States. The flush will not occur until after the heifer's first natural calf. Expenses for the flush will be paid by Seller.

Heritage makes no warranty or guarantee as to the quality of any particular animal nor any warranty or guarantee as to the results from exhibiting the animal at a livestock show.