

# TRUE COLORS BOER GOAT SALE

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## TERMS AND CONDITIONS

### TERMS:

100%—Cash, cashier's check, traveler's check, business or personal checks, and Visa, Master Card or Discover with proper identification will be accepted method of payment for purchases at the sale. Visa or MasterCard will be the method of payment for any purchases made through the DV Auction broadcast online. All credit card purchases will have a 3% buyer's premium added to the purchase price. All monetary funding must be in U.S. Currency. Should any purchaser fail to settle for his purchase, the seller or sellers reserves the full power to resell the animal to the best advantage either publicly or privately, without further notice. All settlements must be made with the clerks of the sale before any goats will be released. A 10% surcharge will be charged on all returned checks.

### BIDS & DISPUTES:

In case of disputes, bidding will be reopened between the parties involved. If no further bid is made, the buyer will be the person whom the auctioneer accepted the last bid. The auctioneer's decision in such matters will be final.

### INTERNET BUYERS:

The auction will be broadcast live on DV Auction. Internet bids will be accepted and are subject to the terms and conditions established by DV Auction. Sales Management, Auctioneer nor Seller assumes any responsibility for the live web casting of the sale or bidding thereon. Internet buyers must register online with DV Auction, prior to the sale, to utilize their service.

### ANNOUNCEMENTS:

Every effort was made to assure the accuracy of the sale catalog, however all announcements from the auction block will take precedence over the printed material in the catalog. Buyers are therefore cautioned to pay attention to any such announcements.

### CERTIFICATES OF REGISTRY:

Certificates of registration will be provided on each animal sold. Buyers are responsible for forwarding the forms and transfer fees to the Association of their choice. Animals 3 months of age or under may come with an application for registration. Buyers will receive registration certificates at time of payment, however, those paying via checks will be provided with a copy of the registration certificate at settlement time. When the check has cleared the bank, the original certificate will be mailed to the buyer.

### HEALTH CERTIFICATES:

Health Certificates will be provided for each animal.

### ACCIDENTS:

Although every precaution will be taken to protect the safety and comfort of the Buyers, neither the Sales Manager, Facilities management, Auctioneer, nor Sellers assumes any responsibility in this matter and disclaims any liability, legal or otherwise, in case of accidents or loss of property.

### LOADING:

No goats will be loaded until the sale is over. We appreciate your understanding and cooperation.

### PHONE BUYERS:

If you plan on purchasing goats over the phone, please make prior arrangements with a consignor (of your choice) to handle your bid.

### TRANSPORTATION:

Transportation is the Buyer's responsibility. Buyers are responsible for coordinating transportation of their purchases. Sellers are willing to haul consignments back to their farms for pick up. Please contact the sellers directly. Other transportation may be available and listed on the sale catalog or website.

## **BREEDERS GUARANTEE**

### **BUCKS:**

Bucks are guaranteed to be breeders. Should any buck seven (7) months of age or over, fail to prove a breeder after being used continuously on does known to be breeders, the matter shall be reported in writing to the seller within four (4) months following the date of purchase. The Seller will then have the right and privilege of three (3) months to prove the buck is a breeder. The Seller is not responsible for damage caused by foreign bodies after the animal has been sold or of sickness not apparent at sale time. No guarantee that semen collected from the buck will freeze. No other guarantees either written or implied!

### **DOES:**

Does are guaranteed to be breeders. In the event a female twelve (12) months of age or over is claimed to be non-breeder, after having been bred regularly to a buck known to be a breeder and after having been treated by a licensed veterinarian, the matter must be reported in writing to the Seller within seven (7) months of the sale date, or by the time the female is 19 months old, if purchased prior to her first birthday. The Seller shall have six (6) additional months in which to prove any such female, in acceptable breeding condition, a breeder and may use any registered buck of the breed available to him/her. Any female returned will be at the Buyer's risk. No guarantee is given that a pregnant female will deliver live kids or that she will carry kids full term, or the kids carried will not be mummified. The Seller is not responsible for damage caused by foreign bodies after the animal has been sold or for sickness not apparent at the time of sale. No other guarantees either written or implied!

### **SETTLEMENT:**

Transportation charges on animals returned to the Seller are the responsibility of the Buyer. No incidental expenses such as feed, care, AI fees, interest, veterinary charges, etc., will be charged by the Buyer when making the settlement. If the Seller is successful in proving the animal in question to be a breeder, the Buyer at his/her expense will reclaim the said animal in a timely manner. Should the Seller fail to prove the animal a breeder, then the buyer is guaranteed a satisfactory replacement at the farm/ranch, or location of origin, or a refund of the actual purchase price. In no event shall the Seller be responsible for more than the purchase price.

### **EXCEPTION OF GUARANTEE:**

In cases where the animal is subject to any hormone or surgical reproduction techniques after the sale, or has been mistreated in care, housing, or nutrition in any way, this guarantee is **NULL and VOID**.

### **RIGHT & OBLIGATION:**

The above terms of the sale shall constitute a contract between the Buyer and the Seller and be equally binding to both. Resale of animals following purchase in the sale constitute a separate transaction and the rights and obligations of the two parties connected therefore and are not covered by the terms and conditions of this sale.