

Designer Genes Elite Embryo Summertime Offering

TERMS & CONDITIONS

- 1. SALE CONDITIONS:** All prospective sale participants are urged to take notice of and thoroughly read the Sale Terms & Conditions for our Designer Genes Elite Embryo Summertime Offering, April 24th-27th 2017.
- 2. BIDDING:** Each animal will be sold to the highest bidder. Marcia Bennett with the Bucking Stock Connection, will settle any disputes as to bids, and his decision on the matter shall be final.
- 3. BUYER REGISTRATION AND BIDDING:** Each night lots will be on auction for 24 hours. To place bid, click on PLACE BID, enter the Bid Amount, Name, Location, Phone #, and email address. You may contact Marcia at (214)606-2452 or contact Vernon at, cell number (936)348-1330 or office number (936)348-2448, to place phone bids. Marcia will get in contact with the highest bidder following the close of that lot individually purchased.
- 4. TERMS:** ALL lots must be paid for, with guaranteed funds, prior to embryo release. Methods of payment to Guidry Land & Cattle, Inc. via cash, money orders, wire transfer, PayPal (upon request), and/or Cashier's Check. Unless prior arrangements have been made, an invoice NOT paid in FULL by the closing of business on May 4th, 2017, will be **VOIDED**. Within the guidelines of a NON-PAID invoice, the buyer(s) may/will be black-listed from any future sales, held by Guidry Land & Cattle, Inc., and/or The Bucking Stock Connection.

****Please note, if Purchaser chooses to pay via PayPal, a 5% PayPal Convenience Fee will be assessed.****

- 5. INTERNATIONAL BUYER(S):** ANY BUYER(S) OUTSIDE OF THE INTERCONTINENTAL UNITED STATES, MUST PAY VIA WIRE TRANSFER. **ABSOLUTELY NO EXCEPTIONS.**
- 6. PURCHASER'S RISK:** Each lot becomes the risk of the buyer(s) at time of release, but will not be transferred until full settlement has been received by Guidry Land & Cattle, Inc. Each Buyer(s) has 10 days to finalize their sale with Guidry Land & Cattle, Inc. Failure to do so, without prior notice, will result in the purchase being voided, and Guidry Land & Cattle, Inc. will not be held responsible for the purchase.
- 7. CERTIFICATE OF REGISTRY:** Unless alternate arrangements are made prior to livestock pick up, Certificates of Registration will be sent via USPS. Upon our receipt from the ABBI office, any lots with a pending registration status will be mailed to the Buyer, via USPS. In efforts when transferring ownership, it is the Buyer's sole responsibility to send in Registration Certificates, to the ABBI.
- 8. SALE CATALOG/PRE-SALE FLYERS:** Buyer should make purchases from the online Sale catalog provided for, the day of the sale and take heed to any announcements made throughout the sale week.
- 9. ADMINISTRATIVE FEE:** EACH BUYER, regardless of quantity purchased, will be assessed an Administrative fee. Buyer's admin fee is Fifty Dollars (\$50.00). **This fee is PER BUYER not PER LOT.**
- 10. ANNOUNCEMENTS:** Any changes in the sale format of any kind will be posted at www.thebuckingstockconnection.com and such changes shall take final precedence. Guidry Land & Cattle, Inc. has made every reasonable effort to assure the correctness of information printed, on paper and/or online, included in the online sales catalog.

- 11. CHECK LIABILITY:** The law regarding insufficient fund checks is as follows: Any person signing a check in The State of Texas will be held liable for the amount of the check, plus a \$100.00 handling fee. Acceptable forms of personal identification will be required. Appropriate legal services will be obtained in whatever state and country necessary in the United States to secure performance of any check given, the handling fee above plus any applicable fees to secure such a service. These conditions will be enforced to the full extent of the law and NO exceptions will be made. There will be an additional \$250.00 for all returned checks that are not replaced via wire transfer or cashier check within 5 days of the return date of the check.
- 12. NO RETURNS OR REFUNDS:** ALL SALES ARE FINAL AND BINDING.
- 13. WARRANTIES BY SELLER ONLY:** All warranties are strictly from Seller, Guidry Land & Cattle, Inc., and are strictly directed to the present Buyer. NO guarantees of warranties by Seller are transferable to a third party whatsoever. Neither the auctioneer, The Bucking Stock Connection, their employees, nor their agents make any representations of warranties of any kind, express, or implied, concerning the animal sold or offered at the sake. Additionally, NO guarantees or warranties as to the soundness, merchantability, fitness for any particular purpose or breeding qualities of soundness of any animal offered for sale. All such representations and warranties are hereby expressly disclaimed. "Puffery" or any other statement by auctioneer or anyone on its behalf shall not be considered a representation or warranty under any condition, and prospective bidders should not rely on such statements as a representation of warranty by auctioneer. Auctioneer/The Breeders Connection shall have no responsibility for any written or verbal arrangements between Seller and prospective bidders/buyers which differ from these conditions of the sale.
- 14. LOT RELEASE:** Following of guaranteed funds from buyer(s), all purchasers are **REQUIRED** to contact Trans Ova Genetics, LLC, (903)536-3586 to establish an account, if an existing account does not already exist, at Trans Ova Genetics, LLC in order for embryo purchases to be paper transferred into buyer(s) account. SAID ACCOUNT MUST BE ESTABLISHED WITHIN TEN (10) DAYS OF SALE CONCLUSION. BUYER(S) FAILURE TO DO SO, RELIEVES GUIDRY LAND & CATTLE, INC. FROM ANY RESPONSIBILITIES THAT MAY OCCUR IN REGARDS TO PURCHASED EMBRYOS.
- 15. RIGHTS AND OBLIGATIONS:** The above Terms & Conditions of sale shall constitute a contract between Buyer(s) and Guidry Land & Cattle, Inc., of each animal and shall be equally binding upon both.
- 16. GOVERNING LAW:** In the acceptance of these Terms & Conditions by Buyer(s), any and ALL payments are due and payable in Madison County, Texas. The parties hereby agree that exclusive jurisdictions and venue of any legal proceedings arising from these stated Terms & Conditions, shall be in the courts of Madison County, Texas.

As additional consideration, Buyer(s) and/or representatives, hereby assigns, transfers and conveys any and all claims arising out of the transaction made the basis of this settlement and the terms of this agreement to Vernon A. Guidry and Guidry Land & Cattle, Inc.