

Terms and Conditions of the Sale

Bidding:

Each animal will be sold to the highest bidder without reserve. The auctioneer in charge will settle any disputes as to bids, and his decision on such matters shall be final.

Terms:

Terms of the sale are cash or check.

The right of property shall not pass until settlement is made.

All settlements will be made with the clerk of the sale immediately following the conclusion of the sale and before any cattle will be released from the sale facility.

International purchasers will be expected to make full settlement for animals immediately following the sale. It is the responsibility of the purchaser to make arrangements with a forwarding company for shipment.

All Kallion Farms cattle are registered with the American Brahman Breeders Association (ABBA), Houston, Texas. They met all requirements necessary for registration in the ABBA.

Any international purchaser must check with their country for any special rules for reciprocity.

Breeder's Guarantee:

Every animal in this sale is, to the best of the breeder's knowledge, free from any disease and are all sound. Pregnant cows and cows with calves are considered breeders without further guarantee. If a ready to breed female fails to breed after a trial of six (6) months from date of this sale, the female may be returned to the seller and must be in good condition. Seller reserves the right to try animal for six (6) months from date of return, and if the female proves to be a breeder, she will be returned to the buyer at buyer's expense. If the animal proves to be a non-breeder, credit on the purchase of another animal will be given.

All bulls have been fertility tested and a breeding soundness certificate will be issued to the buyer.

Purchaser's Risk:

Each animal becomes the risk of the purchaser as soon as sold. Animals will be fed, watered and cared for at seller's expense for a reasonable time not to exceed seven (7) days from date of sale for removal to purchaser's farm. International purchases will be charged a \$5.00 per head per day for animals remaining at Kallion Farms after thirty (30) days from date of sale.

The seller or sale manager will assume no responsibilities for these cattle after they have been sold.

Trucking:

Sale management will help purchasers make arrangements for shipping cattle by truck.

Insurance:

Insurance will be available at the request of the buyer.

Certificate of Registration:

A certificate of registration (including service certificate on safe in calf females) will be transferred directly to purchaser at seller's expense.

Health:

All animals are eligible for interstate shipment. Health papers prepared by an accredited veterinarian will be furnished for each animal. All animals sold for export will be guaranteed to pass any health test required by their country. All bulls will be trich tested.

Liabilities:

All persons who attend the sale do so at their own risk, and the owners and sale managers assume no liability, legal or otherwise, for any accidents that may occur.

Announcements:

Announcements from the auction stand will take precedence over any statement in this catalog.