

**TERMS AND CONDITIONS OF SALE  
ADOPTED BY BEEFMASTER BREEDERS UNITED  
FOR BBU APPROVED SALES ONLY**

1. **BIDDING:** Each animal will be sold to the highest bidder without reserve.

2. **BIDDING DISPUTE:** The Auctioneer in charge will settle any dispute as to bids, and his decision on such matters shall be final.

3. **TERMS:** Terms of the sale are cash due upon sale, unless prior credit arrangements for the sale have been agreed upon in writing between the Buyer and Seller, in which event, the terms of the written credit arrangement between the Buyer and Seller for the sale shall prevail. The failure of a member buyer to pay the appropriate party the sale amounts when due may constitute a cause for exclusion from BBU pursuant to Article I, section 9 of the By Laws of BBU.

4. **PURCHASER'S RISK:** Each animal becomes the risk of the purchaser as soon as the auctioneer declares it sold.

5. **CERTIFICATE OF BREEDING AND/OR TRANSERS:** All required paperwork will be transferred to the buyer at the seller's expense, upon settlement.

6. **HEALTH:** All animals will have appropriate certificates of veterinary inspection for travel to the sale site and will to the best of the seller's knowledge be eligible for interstate shipment, however, buyers need to be aware of their individual resident states requirements for shipment of cattle. Any and all testing will have been completed within thirty (30) days of the sale date.

7. **ANNOUNCEMENTS:** Any changes in information of any kind will be announced from the auction box and such announcements shall take precedence.

8. **BREEDING GUARANTEES:**

**FEMALES: OPEN AND/OR EXPOSED FEMALES:** Females younger than twenty-four (24) months of age can be sold as open. Open females are so guaranteed. Any female is considered a breeder if she is certified to be pregnant by a licensed veterinarian at the time of sale and/or has a nursing calf at side. Cows (including donor cows) with calves at side six (6) months or older must be certified to be pregnant by a licensed veterinarian.

**SAFE IN CALF FEMALES** have been examined by a competent veterinarian and are so guaranteed.

**BULLS:** Bulls eighteen (18) months or older are guaranteed to have passed a Bull Breeding Soundness Evaluation (BSE) and to have been certified a satisfactory potential breeder by a licensed veterinarian within forty-five (45) days prior to sale date. The results of the Breeding Soundness Evaluation (BSE) must be reported on a fully

completed official form and attached to the health papers required for the sale.

9. If known to the seller, there must be a disclosure in the current sale catalog or from the box of any circumcision or other surgical alteration of any underline of any male or female and of any single egg or super-ovulation flush of any female sold in a BBU Approved Sale.

10. **INHERITED DEFORMITIES GUARANTEE:** All bred females are guaranteed not to produce a calf with an inherited deformity occurring in Bovine for a period of nine months following date of sale.

11. **GUARANTEES:** All guarantees, if any, shall be such as agreed upon between the seller and the buyer and are not those of BBU. Any representations made in Sale Catalogs, which are not expressly assured by these Terms and Conditions of Sale or the BBU Voluntary Approved Sales Agreements are those of the seller only and are not assured in any way by BBU.

12. **RIGHTS AND OBLIGATIONS:** The above terms and conditions of sale shall constitute a contract between buyer and seller of each animal and shall be equally binding upon both. Each sale or resale of an animal constitutes a separate transaction. Neither BBU, the sale manager nor any other person connected with the management of the sales assumes any liability, legal or otherwise, for any subsequent resale of an animal.