

**WESTERN VIDEO MARKET VIDEO AUCTIONS**  
**SALE TERMS & CONDITIONS**

1. REGISTERING FOR AND USING A BUYER NUMBER CONSTITUTES ACCEPTANCE OF WESTERN VIDEO MARKET REPRESENTATIVE'S CONTRACT AND THE FOLLOWING TERMS & CONDITIONS. THE WESTERN VIDEO MARKET CONTRACT IS THE ONLY CONTRACT VALID IN THE PURCHASE/SALE OF A LOT OF CATTLE OFFERED ON ANY WESTERN VIDEO MARKET AUCTION.
2. EACH BUYER MUST BE PROPERLY REGISTERED AND APPROVED AND HAVE A BUYER NUMBER. TO REGISTER FOR A BUYER NUMBER PLEASE CALL (530) 347-3793.
3. THE AUCTIONEER WILL SETTLE ANY DISPUTE AS TO BIDS. IN THE EVENT OF A TIE BID, THE AUCTIONEER WILL OPEN THE BIDDING BETWEEN THE 2 BIDDERS THAT WERE TIED. IF NO ADVANCE IS FORTHCOMING, THE CATTLE WILL SELL TO THE BIDDER THE AUCTIONEER RECOGNIZED. HIS DECISION WILL BE FINAL.
4. FORTY DOLLARS (\$40.00) PER HEAD PARTIAL PAYMENT WILL BE DUE ON DATE OF PURCHASE FOR EACH HEAD OF CATTLE PURCHASED.
5. ALL PAYMENTS ARE TO BE MADE TO THE WVM REPRESENTATIVE NAMED IN THE SALE CATALOG.
6. DRAFTS WILL NOT BE ACCEPTED FOR EITHER PART OR FINAL PAYMENT.
7. **PAYMENT UPON SHIPMENT OF THE CATTLE WILL BE AS FOLLOWS: IF BUYER IS PRESENT AT DELIVERY, FULL PAYMENT MUST BE RECEIVED AT DELIVERY. IF BUYER IS NOT PRESENT AT DELIVERY, FULL PAYMENT MUST BE RECEIVED NO LATER THAN THE FOLLOWING BUSINESS DAY BY OVERNIGHT CERTIFIED FUNDS OR WIRE TRANSFER. IF PAYMENT IS MADE AT TIME OF DELIVERY BY OTHER THAN CERTIFIED FUNDS, OR IF PAYMENT IS NOT RECEIVED AT DELIVERY, THEN BUYER MUST EXECUTE AND DELIVER A SECURITY AGREEMENT AND UNIFORM COMMERCIAL CODE FINANCING STATEMENT TO PERFECT A SECURITY INTEREST IN THE LIVESTOCK PENDING RECEIPT OF FULL PAYMENT. TITLE DOES NOT PASS UNTIL CATTLE ARE PAID FOR IN FULL.**
8. DEFAULT: IN THE CASE OF DEFAULT BY EITHER BUYER OR SELLER, THE DEFAULTING PARTY SHALL BE LIABLE FOR ACTUAL AND INCIDENTAL DAMAGES AS ARE PERMITTED BY THE UNIFORM COMMERCIAL CODE, PLUS COURT COSTS AND ATTORNEY'S FEES, AS WELL AS ANY AVAILABLE EQUITABLE RELIEF. DEFAULT SHALL EXIST IF FULL AND FINAL PAYMENT IS NOT RECEIVED WITHIN ONE DAY FROM THE DATE BUYER TAKES POSSESSION OF THE LIVESTOCK DESCRIBED HEREIN, OR IF THE CHECK GIVEN IN PAYMENT FOR THE LIVESTOCK IS DISHONORED; OR UPON THE DEATH, BANKRUPTCY OR INSOLVENCY OF THE BUYER; OR UPON THE SALE OF SAID LIVESTOCK WITHOUT THE WVM REPRESENTATIVE'S WRITTEN PERMISSION; OR UPON REFUSAL TO TAKE DELIVERY OF SAID LIVESTOCK FOR ANY REASON NOT SPECIFIED IN THE SALES/PURCHASE CONTRACT. UPON DEFAULT, THE WVM REPRESENTATIVE, WITH OR WITHOUT NOTICE, MAY EXERCISE ANY AND ALL RIGHTS ACCORDED IT BY LAW AND THE CONTRACT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: IF BUYER DEFAULTS, HE WILL FORFEIT HIS \$40.00 PER HEAD PART PAYMENT. UPON SELLER'S FAILURE, FOR ANY REASON WHATSOEVER (OTHER THAN AN ACT OF GOD), TO DELIVER TO BUYER, ALL CATTLE PURCHASED HEREUNDER, AS HEREIN REQUIRED, SELLER SHALL PROMPTLY REFUND TO THE WVM REPRESENTATIVE THE PART PAYMENT ADVANCED ON SUCH UNDELIVERED CATTLE, PLUS COMMISSION. THE WVM REPRESENTATIVE WILL REFUND TO THE BUYER THE TOTAL AMOUNT OF THE PART PAYMENT ADVANCED BY THE BUYER. THIS SHALL CONSTITUTE THE ONLY LIABILITY OF THE WVM REPRESENTATIVE TO THE BUYER. THE WVM REPRESENTATIVE SHALL ALSO HAVE THE OPTION, IN THE EVENT OF THE DEFAULT BY BUYER, OF PAYING SELLER IN FULL FOR THE CATTLE AND OF HOLDING AND RESELLING THE CATTLE IN A REASONABLE COMMERCIAL MANNER. IN THAT EVENT, BUYER SHALL BE LIABLE TO WESTERN VIDEO MARKET FOR ALL DAMAGES INCURRED, INCLUDING COSTS AND DECLINE IN MARKET VALUE OF THE CATTLE.
9. ALL CATTLE WILL BE WEIGHED ON A CERTIFIED SCALE. ANY CUTS THAT ARE MADE WILL BE MADE AFTER CATTLE ARE WEIGHED. CUTS WILL BE WEIGHED BACK.
10. "WVM NATURAL" IS A TERM USED TO REPRESENT CATTLE THAT ARE OWNER CERTIFIED AND HAVE NOT BEEN FED OR INJECTED WITH ANY ANTIBIOTICS, FED ANY ANTIBIOTIC IONOPHORES, OR IMPLANTED WITH OR FED WITH ANY SYNTHETIC HORMONES, GROWTH PROMOTANTS OR STEROIDS OF ANY KIND, OR GIVEN ANY FEED OR SUPPLEMENT CONTAINING ANIMAL BY-PRODUCTS.
11. ALL CATTLE ARE SOLD FOB SHIPPING POINT. LOSSES RESULTING FROM TRANSIT SHALL BE BUYER'S LIABILITY. FREIGHT RATES ARE NOT GUARANTEED BY WESTERN VIDEO MARKET OR BY THE SELLER.
12. ALL CATTLE ARE SOLD ON A SLIDE AS INDICATED IN THE CONSIGNOR CONTRACT.
13. SHIP DATES WILL BE SET AT SELLER'S OPTION UNLESS OTHERWISE STATED
14. THIS IS A LOAD LOT SALE. A LOAD OF CATTLE IS 45,000# OR GREATER UNLESS OTHERWISE STATED
15. ALL PERCENTAGES USED TO REPRESENT CATTLE OFFERED IN THIS CATALOG (i.e. 85% BLK) ARE ESTIMATES ONLY. THEY ARE USED FOR DESCRIPTIVE PURPOSES AND ARE APPROXIMATE.
16. WE ENDEAVOR TO HAVE ALL INFORMATION IN THIS CATALOG CORRECT; HOWEVER, ANY ANNOUNCEMENTS FROM THE AUCTION BLOCK WILL TAKE PRECEDENCE OVER PRINTED INFORMATION.
17. WESTERN VIDEO MARKET IS A PRODUCTION COMPANY ONLY AND ASSUMES NO FINANCIAL RESPONSIBILITY FOR CATTLE REPRESENTED IN THE SALE. FINANCIAL RESPONSIBILITY RESTS SOLELY WITH THE INDIVIDUAL AUCTION YARDS AND DEALERS REPRESENTING THE CATTLE.
18. WESTERN VIDEO MARKET WILL ATTEMPT TO ANNOUNCE NO SALES FROM THE BLOCK.
19. NO FREIGHT ADJUSTMENT WILL BE GIVEN ON CATTLE THAT WEIGH BELOW THE ESTIMATED BASE WEIGHT IF MERCHANTABLE HEAD COUNT IS WITHIN 5% OF CONTRACTED HEAD COUNT.
20. ANY CLAIM BY CONSIGNOR/SELLER TO ANY PROGRAM REQUIRING SIGNED AFFIDAVITS OR 3RD PARTY VERIFICATION (including, but not limited to: Age & Source, Natural, NHTC, Organic, Humane Handling) IS SOLELY THE RESPONSIBILITY OF THE CONSIGNOR/SELLER. IT IS THE CONSIGNOR/SELLER'S RESPONSIBILITY TO MEET ALL REQUIREMENTS OF THE PROGRAMS CLAIMED AND MAKE THEM TRANSFERABLE TO THE BUYER.
21. WESTERN VIDEO MARKET CANNOT GUARANTEE "BACK VERIFICATION" REGARDING AGE & SOURCE.
22. ONE CONTRACT IF BUYER TAKES OPTION ON MULTIPLE LOTS OF CATTLE AT SAME WEIGHT & PRICE.
23. IF MULTIPLE SHIPMENTS, BUYER AGREES TO PAY FOR EACH DAYS SHIPMENT UNTIL FINAL RECONCILIATION OF FUNDS DUE.
24. IF BUYER'S REPRESENTATIVE IS NOT PRESENT AT DELIVERY, BUYER SHALL NOTIFY WVM REPRESENTATIVE OF ANY GRIEVANCE REGARDING ANY LIVESTOCK WITHIN TWENTY-FOUR (24) HOURS AFTER ARRIVAL.
25. SELLER GIVES PERMISSION TO WVM REPRESENTATIVE TO SIGN LIVESTOCK SALES/PURCHASE CONTRACT IN LIEU OF SELLER'S PRESENCE AFTER SALE.