

## Terms and Conditions

**Terms :** 100% -- Cash, cashiers check, money order, certified funds, personal or business check, or wire transfer at or prior to the time of sale, unless satisfactory credit arrangements have been made prior to the sale. No credit cards or postdated checks will be accepted. All items must be paid for with US funds on the date of the sale. Payments should be made payable to Martin Farris. The right of property shall not pass until after settlement is made. Should any purchaser fail to settle for his purchase, Double M Boer Goats reserves the full power to resale the animal to the best advantage either publicly or privately, without further notice. Any loss arising from such resale together with keep and all other expenses shall be payable by the defaulter. Interest shall accrue on any default amounts at the rate of 1.5% per month. Double M Boer Goats reserves the right to require settlement before releasing any sale goats. Purchasers are advised to insure their purchases.

**Returned Check Policy:** Buyers whose checks and/or other payments are returned for insufficient funds, no account, closed account, stop payment order, etc. will be assessed a \$250.00 handling fee, and a demand for payment will be sent. If payment in full is not received within 10 days of Buyer receiving the notice, then the matter will be referred for criminal prosecution. Please be aware that in Texas the theft of even one (1) head of livestock, regardless of value, is considered a felony offense, and Texas considers obtaining property by passing a bad check or similar sight order to be theft.

**Expenses For Unclaimed Goats:** Any goats that are not claimed at the time of sale will be transported to Double M Boer Goats or another suitable facility (if not already there) at a cost of \$2.00 per mile to the Buyer. Double M Boer Goats will feed and house the goats until Buyer claims them or Double M Boer Goats resells them. A \$1.00 per head per day charge will be levied on all animals unclaimed on the date of the sale. These charges must be paid before the goats will be released to the Buyer. If the animals are resold these charges will be taken into account when calculating any loss. Buyer will remain responsible for the sales price, all expenses, interest on unpaid amounts, etc. in the event that their purchase(s) dies after the sale, and before Buyer has claimed it. Double M Boer Goats does not accept any liability or responsibility for unclaimed goats.

**Certificates of Registration:** All animals produced by Double M Boer Goats are registered or registerable with the exception of 15/16 (94%) or lower Boer bucks. If requested, Certificates of Registration will be furnished to the Buyer for each registered animal after settlement has been made. If requested, applications for registration will be supplied for unregistered animals if they are eligible for registration. The Buyer will be responsible for all transfers. Buyers of 15/16 or lower Boer bucks can apply for a Record of Pedigree from the American Boer Goat Association, and an application for this purpose will be supplied upon request. All animals will be named MMBG (sire's name) (name selected by buyer). If buyer fails to specify a name, the name will be MMBG (sire's name) (ID number). No animals purchased by Double M Boer Goats for resale will be registered unless specified in the Buyer's specification that the animals are to be registered.

**Health Certificates and Tests:** Health Certificates and tests are the responsibility of the Buyer. Out of state buyers should check in advance with their veterinarian and/or check the USDA APHIS website at <http://www.aphis.usda.gov/vs/sregs/> regarding their state's health requirements. Double M Boer Goats does not guarantee any animal to pass any health test or screening required for import by another state or country.

**Accidents:** Although every precaution will be taken to protect the safety and comfort of the Buyers while on our premises, neither Double M Boer Goats, Martin and Marla Farris, sellers, nor any other staff assumes any responsibility in this matter and they disclaim any liability, legal or otherwise, in case of accident or loss of property.

**Rights and Obligations:** The above terms of the sale shall constitute a contract between the Buyer and Double M Boer Goats and be equally binding to both. Resale of animals following purchase in the sale shall constitute a separate transaction and the rights and obligations of the two parties connected thereto are not covered by the terms and conditions of this sale.

### **Guarantees and Warranties**

**No Guaranties and/or Warranties:** There are no guarantees or warranties, express or implied, which apply to the animals in this transaction. Texas law does not recognize implied warranties in livestock sales transactions.