

NORTHWEST HIGHLAND CATTLE ASSOCIATION (NWHCA) BREEDER'S ONLINE PRODUCTION SALE TERMS AND CONDITIONS

EXCEPT FOR THOSE STATED IN THE BELOW TERMS AND CONDITIONS, THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE CATTLE BEING SOLD.

THE WARRANTIES AND GUARANTEES SET FORTH IN THE "TERMS AND CONDITIONS" ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, AND REMEDIES PROVIDED THEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER, OR ANY PARTY CLAIMING THROUGH THE BUYER, FOR ANY BREACH OF WARRANTY OR GUARANTEE THEREIN PROVIDED, AND ALL OTHER OBLIGATIONS OR LIABILITIES.

This will be an online only sale held April 27, 2024. Consignments can be submitted via email to NWHCAproductionale@gmail.com until midnight of April 6, 2024. Those consigning animals will need to provide photos and videos of the cattle for the sale website no later than this date. Cattle will ship directly from the consignor's farm. Buyer is responsible for shipping. Commission levels are 8% for live animal sales & semen and 4% for no sales.

ENTRIES: Entries may include cows, bred or with a calf at side, open heifer calves, breeding age bulls, bull prospects, or semen. Entries must be registered or have pending registration with the American Highland Cattle Association (AHCA) prior to this sale. No steers, and no unregistered stock. The committee reserves the right to determine the final lots, the lot order, and will be looking for quality specimens that represent the Northwest region and follow the Scottish Highland breed standard.

FEES: Payment of fees shall be made payable to Northwest Highland Cattle Association prior to the auction date. Fees are \$80 for non NWHCA Members, \$40 for current NWHCA Members. Entry fees are non-refundable once the consignment has been accepted by the committee. The last bid received via the online sale constitutes the basis for the commission charge, which is in addition to the entry fee. Animals who are sold will be charged 8% commission. Animals who do not sell and/or meet the reserve set by the seller will be charged 4% of the last bid placed on the animal. Any animals withdrawn after April 6, 2024 will be assessed a \$100 cancellation fee, in addition to the entry fee they already paid. Substitution of equal quality will be allowed on a case by case basis.

ONLINE AUCTION: NWHCA will be providing sales using the services of Cowbuyer.com. Consignors will submit quality photos (side, front, and back), and are encouraged to submit videos of consigned animals by April 6, 2023. These pictures and videos will be used to advertise your cattle. All cattle should be in top condition, groomed, and preferably halter trained. Cattle of sound disposition, but not halter trained will be considered. Wild or poorly behaved animals will not be tolerated, nor accepted.

HEALTH REQUIREMENTS: Seller offers the animals in good faith that the animals or semen are as represented and are solely responsible for the condition of the lots offered in the online auction. Seller will provide a vaccination schedule to the Buyer. Sellers will have the animal up to date on all vaccinations including but not limited to BVD and Brucellosis for female cattle. Breeding age bulls must pass a Breeding Soundness Exam no more than 30 days prior to the sale. Sellers consigning animals to the sale are responsible for providing Health Certificates (CVI) papers for travel to ALL Buyers regardless if in or out of state travel. CVI must be written no more than 30 days prior to pickup and must meet the

requirements of the Buyer's state importation regulations, giving enough time to complete any blood work or testing required by the Department of Agriculture of Buyer's state. Seller is also responsible for any applicable Import Permits and Brand Inspections as required by the states of travel. Any advertised bred or exposed cow/heifer will provide proof of pregnancy check and confirmation.

All animals will ship directly from your farm. Sellers will be responsible to work with the Buyer to arrange pick up/shipment. Buyers must take possession of cattle within 30 days of the close of the auction. If Sellers would like to offer to house the cattle for a longer period of time, the Seller will need to work out any arrangements with the Buyer. Buyer is responsible for the cost of shipping and arranging transportation. Seller is responsible for reasonable care of animals between time of sale and time of pick up from Buyer. If the Seller cannot follow through with final transfer after close of auction due to unforeseen circumstances, they are responsible for refunding the purchase price or offering a comparable animal.

TERMS: Payments for auction items will be made to Cowbuyer.com immediately upon the conclusion of the sale and before the animals will be moved. Payment to consignors will be handled directly by Cowbuyer.com.

REGISTRATION TRANSFER: Seller must submit the transfer papers to AHCA no more than 30 days after the pick up of the animal.

THE SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE LIABILITY OF SELLER FOR A BREACH OF WARRANTY HEREUNDER IS LIMITED TO THE REMEDIES SET FORTH ABOVE.

The above terms and conditions of sale shall constitute a contract between the Buyer and Seller of each animal and shall be binding on both. Each sale or resale of an animal constitutes a separate transaction.

Neither the Northwest Highland Cattle Association, its Board Members, membership, or persons connected with the management or conduct of this sale assumes any liability, legal or otherwise. Those stated persons and sponsoring associations are not liable for the misrepresentation of any lot offered in the online sale. If you have further questions, please contact NWHCAproductionale@gmail.com for auction questions, or NWHHighlandCattleAssn@gmail.com for general membership questions.

ALL DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE VOID WHERE PROHIBITED BY LAW.

Please fill out ALL information and submit to:

NWHCA

c/o Amy Asman

12195 Belden Dr SE

Aumsville, OR 97325

Please submit photos and video to: NWHCAproductionale@gmail.com

Farm/Ranch Name: _____

Owner: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Secondary Phone: _____

Email: _____

Name requested on check from CowBuyer.com _____

Submitting _____ Total Lots (initially we ask no more than 2 live lots per farm)

Bred Cow: _____

Bred Heifer: _____

Open Cow: _____

Open Heifer: _____

Bull: _____

Bull prospect: _____

Semen: _____ (entry fee waived for semen lots. Commission applies. Please include storage

facility in description as well as buyer pays shipping fees.)

Northwest Highland Cattle Association's Spring Production Sale Consignment Form

(please fill out one per lot submission)

Consignor: _____

Breeder: _____

Name of Animal: _____

Registration number: _____ Tattoo: _____

Date of Birth: _____ Color: _____

Current weight (or estimation, lbs.): _____ Expected mature weight (lbs): _____

Dam: _____ Reg # _____

Sire: _____ Reg# _____

Bred to (if applicable): _____ Reg#: _____

AI or Pasture exposure: _____

Projected due date (if known): _____

Calf at side* (if applicable) DOB: _____ Registration#: _____

*Sire: _____ *Color: _____

*Birth weight (lbs): _____ *Tattoo _____

*All calves sold at side must have pending or registered status. Seller to decide if bull calves will be steered, but must be clearly indicated in description prior to sale. Calves cannot be registered by Buyer if not already registered. All tattooing and registration will be done by Seller.

Reserve Price (if desired): _____

(note if reserve not met, Seller will be charged 4% of final listed bid)

A copy of the registration(s) must accompany each lot.

Description for marketing your animal: