



## Designer Genes Elite Embryo Offering March 16<sup>th</sup> - 17<sup>th</sup>, 2021

### TERMS & CONDITIONS

- 1. SALE CONDITIONS:** All prospective sale participants are urged to take notice of, and thoroughly read the Sale Terms & Conditions for our upcoming Designer Genes Elite Embryo Offering. Terms & Conditions for this offering are available for viewing via the online catalog at [www.guidrylandandcattleinc.com](http://www.guidrylandandcattleinc.com).
- 2. BIDDING:** Each embryo will be sold to the highest bidder. Marcia Bennett, with the Bucking Stock Exchange, will settle any disputes as to bids, and her decision on the matter shall be final.
- 3. PURCHASER REGISTRATION AND BIDDING:** Lots will be on auction for 10 hours, 10:00am to 8:00pm CST. To place a bid, click on PLACE BID, enter the Bid Amount, Name, Location, Phone #, and email address. You may contact Marcia at (214) 606-2452 or contact Vernon at, cell number (936) 348-1330 or GL&C office number (936) 348-2448, to place phone bids.
- 4. TERMS:** Unless prior credit arrangements have been agreed upon, in writing, between Purchaser and Seller. Invoices are due upon receipt, all payments must be guaranteed US funds. **If any invoice is not paid to PROVIDER within 10 days of invoicing, a 1.5% compounding finance charge will be assessed.** Methods of payment are cash, cashier's check, or PayPal. ***(ALL INTERNATIONAL PURCHASES MUST BE PAID VIA PAYPAL.)***
- 5. PURCHASER'S RISK:** Each lot becomes the risk of the purchaser at the time of release.
- 6. BREEDERS CERTIFICATES:** All embryos will sell **without** Breeder's Certificates. Purchase of a Breeder's Certificate will be the sole responsibility of the PURCHASER.
- 7. SALE CATALOG/PRE-SALE FLYERS:** Purchaser should make purchases from the online Sale catalog provided for the day of the sale and take heed to any announcements made throughout the sale week.



- 8. ADMINISTRATIVE FEE:** EACH PURCHASER, regardless of quantity purchased, will be assessed a Purchaser's Administrative Fee of Fifty Dollars (\$50.00). *This fee is PER PURCHASER **not** PER LOT.*
- 9. ANNOUNCEMENTS:** Any changes in the sale format of any kind will be posted at <http://www.thebuckingstockexchange.com> and such changes shall take final precedence. Guidry Land & Cattle, Inc. has made every reasonable effort to assure the correctness of information provided in the online sales catalog.
- 10. PAYMENT LIABILITY:** The law regarding insufficient fund payments is as follows: Any person issuing a payment in The State of Texas will be held liable for the amount of the payment, plus a \$100.00 handling fee. Acceptable forms of personal identification will be required. Appropriate legal services will be obtained in whatever state and county necessary in the United States to secure performance of any payment given, the handling fee above plus any applicable fees to secure such a service. These conditions will be enforced to the full extent of the law and NO exceptions will be made. There will be an additional \$250.00 fee, for all returned payments that are not replaced via wire transfer or cashier check within 5 days of the return date of the payment.
- 11. NO RETURNS OR REFUNDS:** ALL SALES, INCLUDING DEPOSITS OR PARTIAL PAYMENTS, ARE FINAL AND BINDING. NO EMBRYOS ARE SUBJECT TO BE RETURNED AND NO REFUNDS SHALL BE MADE.
- 12. WARRANTIES BY SELLER ONLY:** All warranties are strictly from Seller, Guidry Land & Cattle, Inc., and are strictly directed to the present Purchaser. NO guarantees of warranties by Seller are transferable to a third party whatsoever. Neither the auctioneer, The Bucking Stock Exchange, their employees, nor their agents make any representations of warranties of any kind, express, or implied, concerning the embryo sold or offered at the sale. Additionally, NO guarantees or warranties as to the soundness, merchantability, fitness, or athletic ability for any particular purpose or breeding qualities of soundness of any embryo offered for sale. All such representations and warranties are hereby expressly disclaimed. "Puffery" or any other statement by auctioneer or anyone on its behalf, shall not be considered a representation or warranty under any condition, and prospective bidders should not rely on such statements as a representation of warranty by auctioneer. Auctioneer/The Bucking Stock Exchange shall have no responsibility for any written or verbal arrangements between Seller and prospective bidders/Purchasers which differ from these conditions of the sale.
- 13. RIGHTS AND OBLIGATIONS:** The above Terms & Conditions of sale shall constitute a contract between Purchaser(s) and Guidry Land & Cattle, Inc., of each embryo(s) shall be equally binding upon both.



**14. GOVERNING LAW:** In the acceptance of these Terms & Conditions by Purchaser(s), all payments are due and payable in Madison County, Texas. The parties hereby agree that exclusive jurisdictions and venue of any legal proceedings arising from these stated Terms & Conditions, shall be in the courts of Madison County, Texas.

As additional consideration, Purchaser(s) and/or representatives, hereby assign, transfer and conveys all claims arising out of transactions regarding the settlement and terms of this agreement to Vernon A. Guidry and Guidry Land & Cattle, Inc.

**15.** All embryos are stored at TransOva Genetics in Bryan, TX. Phone: (712) 722-3576.

**16.** It is the bidder's responsibility to contact and establish an account with TransOva Genetics in Bryan, TX. Phone: (712) 722-3576.