

**COME AS U R - RAINBOW RIVER SIMMENTALS
ONLINE PRODUCTION SALE
Volume 1 - November 16, 2020**

SALE DAY CONTACTS

Come As U R

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TERMS AND CONDITIONS

TERMS: The terms of the sale are cash, cheque or e-transfer payable at par with settlement to be made immediately after the completion of the sale. Settlement is to be received by the seller within 30 days after the sale date unless other arrangements have been mutually agreed upon between the buyer and seller prior to sale day. Interest will be charged to all balances left unpaid after 30 days. The right of property shall not pass until after settlement is made. All settlements must be made to the sellers before any cattle will be released. All monies are in Canadian funds.

BIDS: Every lot in the sale will be sold, by racehorse style auction, to the highest bidder. No by-bidding will be permitted. If you are deemed the highest bidder on any lot at the conclusion of the sale, you will be responsible for paying full purchase price to the seller, no exceptions.

PURCHASER'S RISK: Each animal becomes the risk of the buyer as soon as sold.

U.S. BUYERS: Our sale is conducted in Canadian funds. Exchange rate used will be that which is in effect at the onset of the sale. The sellers will assist with the necessary health testing, vet exams and paperwork required to export your animal, but all export fees are the responsibility of the buyer. In order to cover the cost of veterinarian, U.S. Customs and brokerage charges required to export your animal, a fee of \$300 USD per animal purchased will be charged for this service and is due at the time of settlement. Trucking to the seller's nearest U.S.- Canada border crossing is free of charge, assuming that all U.S. bound animals will be transported to the border in one shipment. Trucking from the U.S. port of entry to the buyer's final destination will be the responsibility and the expense of the buyer, unless prior arrangements have been made.

INSURANCE: We insist that all animals remaining at Rainbow River Simmentals or at Come As U R after the sale MUST be insured.

ANNOUNCEMENTS: All announcements and updates made at the commencement of online bidding will take precedence over the printed matter in the catalogue. Buyers are therefore cautioned to pay close attention to any such announcements and updates.

CERTIFICATE OF REGISTRATION: Each animal will carry registration papers issued by the Canadian Simmental Association or the Canadian Angus Association. A certificate of registration will be transferred to the buyer for each animal purchased after settlement has been made in full.

SHIPPING: For live animal and frozen genetic lots, assistance will be given in arranging shipping after the sale, but no risk is assumed by the seller or any sales staff. Expenses incurred are the responsibility of the buyer. Buyers are requested to furnish shipping instructions after the conclusion of the sale. If you need assistance, please contact the seller.

EMBRYO GUARANTEE: 1 - 90 day pregnancy per pack of 3 embryos, or 2 - 90 day pregnancies per pack of 5 embryos, if implanted by an accredited veterinarian. Replacement embryos will either be the same embryos as purchased or those of equal value. If no replacement embryos are available, then a credit will be issued. A maximum of two replacement embryos will be issued for each pack of 3. For each pack of 5, two replacement embryos will be issued if the original embryos resulted in 1 - 90 day pregnancy; or four replacement embryos will be issued if the original embryos resulted in 0 - 90 day pregnancies. In the event that your conception rates of the purchased embryos do not meet the minimum guaranteed, notification of inadequate conception must be made to the seller within 120 days of implanting. This embryo guarantee expires after 120 days post-implanting.

BREEDER GUARANTEE: All animals are sold under the standard terms and guarantees as set forth by the Canadian Simmental Association (CSA) and Canadian Angus Association (CAA). The CSA Breeder Guarantee Guidelines can be found on the reverse side of any registration paper belonging to a bull or female registered with the CSA, or on the CSA website at www.simmental.com. At no time will the seller's liability exceed the purchase price of the animal.

EXCEPTION TO BREEDER GUARANTEE: This guarantee does not cover death, injury, sickness or mismanagement. No guarantee is given that a bull's semen will freeze. In cases where the animal is subjected to any hormonal or surgical reproduction techniques (i.e. embryo transfer) after the sale, the guarantee shall be null and void. Animals cannot be returned to Rainbow River Simmentals or Come As U R if not in a sound, healthy condition.

HEALTH: It is the buyer's responsibility to determine health requirements for importing any animal into their province or state.

ACCIDENTS: Although every precaution will be taken to protect the safety and comfort of buyers, neither Rainbow River Simmentals, Come As U R, or any sales staff or Association assume any responsibility in this matter and disclaim any liability, legal or otherwise, in the event of accident or loss of property.

LIABILITIES: All persons attending the sale, or viewing cattle on-farm prior to the sale, do so at their own risk and the seller assumes no liability, legal or otherwise, for any accidents occurring in or about the premises.

RIGHTS AND OBLIGATIONS: The above terms and conditions of the sale shall constitute a contract between the buyer and seller, and be equally binding to both. Resale of animals following purchase in this 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.