

Sale Terms and Conditions

1. **Registering for and using a buyer number constitutes acceptance of the Western Video Market, Inc. (WVM) contract and the following terms and conditions. The WVM contract is the only contract valid in the purchase/sale of livestock offered on any WVM 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 or e-mail wvm@wvmcattle.com.
3. The auctioneer will settle any disputes as to bids. In the event of a tie bid, the auctioneer will open the bidding between the two bidders that were tied. If no advance is forthcoming, the cattle will sell to the bidder the auctioneer recognized. The auctioneer's decision will be final.
4. A partial payment of forty dollars (\$40.00) per head of cattle and fifteen dollars (\$15.00) per head of sheep will be due on date of purchase.
5. **Payment upon shipment of the cattle or sheep will be as follows: 1) If buyer is present at delivery, full payment must be received at delivery; 2) If buyer is not present at delivery, full payment must be sent no later than the following business day by overnight cashier's check or certified funds via FedEx, UPS, ACH or wire transfer. If multiple shipments, buyer agrees to pay for each day's shipment by the next business day following delivery and continue until final shipment. Title does not pass until cattle or sheep are paid for in full.**
6. One contract is made if buyer takes option on multiple lots of cattle or sheep at same weight and price. Weight stops and Circle 25 (cattle) or Circle 7 (sheep) Slides apply on final settlement of multiple shipments.
7. If buyer's representative is not present at delivery, buyer shall notify WVM representative of any grievance regarding any livestock within 24 hours after arrival. Buyer's failure to notify WVM Representative shall constitute irrevocable acceptance of the livestock and bind them to pay the contract price for the livestock.
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 to 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 not paid when presented; or upon the death, bankruptcy or insolvency of the Buyer; or upon the sale of said livestock without WVM's written permission; or upon refusal to take delivery of said livestock for any reason not specified in the contract. Upon default, WVM, with or without notice, may exercise any and all rights accorded by law and the contract, including, but not limited to the following: If Buyer defaults, he will forfeit his per head part payment. Upon Seller's failure, for any reason whatsoever (other than act of God), to deliver to Buyer, all livestock purchased hereunder, as herein required, Seller shall promptly refund to the WVM the part payment advanced on such undelivered livestock, **plus commission**. The WVM will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of WVM to the Buyer. WVM shall also have the option, in the event, of 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 WVM for all damages incurred, including all costs, attorney fees, court costs and decline in market value of the livestock.
9. Upon Seller's failure, for any reason whatsoever, to deliver to Buyer, within 95% of the livestock sold hereunder, as herein required, Seller will be liable for replacing any livestock not delivered with livestock of equal size and quality or pay Buyer the difference between the price stipulated in the sales contract and the prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer. Replacement of livestock, monetary adjustment and/or freight adjustment shall be at Seller's expense and Buyer's option and approval.
10. All livestock will be weighed on a certified scale. Any cuts that are made will be made after livestock are weighed. Cuts will be weighed back.
11. All livestock to be delivered Free on Board (FOB)ⁱ at shipping point. The **risk of loss** for the livestock passes to buyer at the time that the livestock are loaded on the carrier. Freight rates are not guaranteed by WVM or by the seller.
12. All livestock are sold on a slide as indicated in the contract.
13. Weight stops above the base weight: livestock slide up to the weight stop. Any pounds over the weight stop are free to the buyer.
14. The consignor optional Circle 25 (cattle), Circle 35 (cattle) or Circle 7 (sheep) slide is an equal up and down slide with 25-pound, 35-pound, or 7-pound (as applicable) weight or slide/price stops over and under the base weight. When figuring the price on cattle or sheep that come in under the base weight, the actual net weight is used. Sellers only receive a maximum 25 lbs. (cattle), 35 lbs. (cattle) or 7 lbs. (sheep) of slide/price adjustment.
15. Ship dates will be set at seller's option unless otherwise stated.
16. This is a load lot sale. A load of cattle or sheep is **45,000 lbs.** or greater unless otherwise stated.
17. No freight adjustment will be given on livestock that weigh below the estimated base weight if the head count is within 5% of the contract.
18. Buyer is only required to send transportation to take gross weight sold on contract and/or head count, (If livestock are at or below base weight), **up to** what is legal to haul on trucks at point livestock are loaded. Buyer **is not** required to accept a specific number of livestock if they **exceed** the base weight. Buyer is responsible to determine the legality of hauling larger than normal loads to their final destination **prior to purchase**.
19. All percentages used to represent livestock in this catalog (i.e. 85% BLK) are estimates only.
20. We endeavor to have all information in this catalog correct; however, any announcements from the auction block will take precedence over printed or online information.
21. WVM will attempt to announce "No Sales" from the block.
22. Any claim by the consignor/seller to any program requiring signed affidavits or third-party verification (including, but not limited to: WVM Natural, SAV, Verified Natural, NHTC, Certified Organic, etc.) is solely the responsibility of the consignor/seller. It is the consignor/seller's responsibility to meet all requirements of the programs claimed. It is the buyer's responsibility to verify all claims of seller to fit buyer's specific program prior to purchase.
23. WVM cannot guarantee "back verification" of any program requiring signed affidavits or third-party verification.
24. WVM reserves the right to sign the sales/purchase contract on behalf of all buyers and sellers in lieu of their presence at the conclusion of the sale.
25. **There are no warranties expressed or implied beyond what is expressly set forth in the sales/purchase contract and these terms and conditions. All implied warranties above merchantability and fitness for a particular purpose are excluded.**

ⁱ Buyer assumes risk at shipping.