



Central Livestock Association

A subsidiary of Cooperative Resources International

www.centrallivestock.com



Terms & Conditions

1. By entering into a transaction for the sale of any livestock auctioned by TEAM, buyer and seller hereby agree that the following Terms and Conditions are binding upon the buyer and the seller. TEAM, as used herein, refers exclusively to Central Livestock Association and its designated agents. The buyer and the seller are referred to herein as the Parties to this agreement. The Parties understand and agree that TEAM is not a party to this agreement.
2. Each bidder must be properly registered and approved. Buyers can register through the TEAM website.
3. TEAM management reserves the right to reject any and all bids. There are no bid retractions. Once a bid is placed by buyer, buyer thereby manifests intent and ability to buy the lot and/or livestock at the bid price.
4. The record of the sale kept by TEAM will be taken as final. In the event any dispute arises relating to any bid placed or between bidders, TEAM management is authorized to resolve any such dispute and any decision made by TEAM is final and binding on the Parties.
5. In the event there is an inconsistency or discrepancy in the terms of the catalog, any supplemental sheet or posting, or day-of-sale announcement, whether written or oral, the announcement will control over any supplement and the sale book; and the supplement sheet or posting will control over the catalog.
6. Payment shall be due on delivery. Payment for all sales shall be made by buyer pursuant to a wire transfer of funds or a pre-approved check. Central Livestock Association does not accept draft payments as a form of payment. If the buyer is not able to present proceeds at the time of delivery, then Central Livestock Association must receive payment via wire transfer or pre-approved check by 5:00 CST the next business day. Overnight delivery is required if the buyer chooses to transfer funds with a pre-approved check. All checks must be payable to Central Livestock Association.

Wire Payments to:
Stearns County Bank
Albany, MN
Routing Number: AB091910455
Custodial Account Number:
10369

Mail Pre-Approved Checks to:
Central Livestock Association
PO Box 419
953 Concord St. S.
South St. Paul, MN 55075

7. If delivery is deferred more than 14 days, buyer must make a partial payment of \$80.00 per head and this payment must be received by Central Livestock Association pursuant to one of the above methods of payment by 5:00 CST the business day following the purchase. Any sale in which delivery will be deferred more than 14 days will be subject to the terms and conditions of the Central Livestock Cattle Contract. Partial payments received will be applied to buyer's final invoice.
8. If either seller or buyer is not present at the auction, seller and buyer authorize TEAM to complete and sign the Central Livestock Cattle Contract on behalf of the seller and buyer, which signing by TEAM will make seller and buyer obligated to all terms and conditions of the Central Livestock Cattle Contract as if seller and buyer had signed the contract. The provisions of the Cattle Contract shall control and govern in the event any terms of the Cattle Contract are inconsistent or contrary to the terms set forth herein. Seller further authorizes TEAM to negotiate a satisfactory settlement regarding any discrepancies at delivery.
9. Base weight is the estimated average pay weight of the cattle on the day of delivery.
10. All feeder cattle will be sold on a sliding scale up unless stated otherwise in the description. Example: A lot with a 650# base weight sells for \$90.00/cwt. At delivery, the cattle weigh 675# on a .05 slide. The price would be \$88.75.
11. All cattle will be weighed on a certified scale with stamped weight tickets according to the weighing conditions stated in the TEAM description. Seller agrees to pay any scale costs.
12. All cattle will be sold FOB buyer's trucks. Load lots are identified as 42,000-50,000#. Upon delivery to buyer's trucks, the risk of loss will pass to buyer and any loss resulting from transit will be buyer's liability. Cargo insurance is not required to be purchased by buyer, but TEAM recommends the purchase of cargo insurance. Neither TEAM nor the seller guarantees freight rates.
13. Seller shall deliver within 5% of the stated number of livestock on contract. In the event the seller fails to deliver within 5% of the stated number of livestock on contract, the seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or to make the necessary freight adjustment to buyer. If

buyer demands, replacement of cattle or freight adjustment will be at seller's expense and buyer's approval.

14. Unless otherwise stated, seller guarantees that all livestock are eligible for interstate shipment as required by federal and state regulations. At the time of delivery, seller shall furnish to buyer any brand and health certificates required by federal and state law. Buyer and seller shall be responsible for any interstate health papers that are required by law to be on board the truck during any transport. Any health requirements shall be at the buyer's sole risk and expense. TEAM shall be held harmless for any failure by seller to provide the required documentation and any failure by buyer or seller to possess any necessary health papers during transport.
15. Cattle eligible for delivery do not include any crippled, blind, diseased, loco, lump-jawed, rattails, stags, deformed, or otherwise unmerchantables.
16. Seller warrants that seller has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. TEAM does not warrant the title to any livestock sold or delivered by seller pursuant to these Terms and Conditions. Buyer's sole and exclusive remedies with respect to any title defect to the livestock purchased will be against seller.
17. On split loads, the heifer price will be a set dollar amount/cwt back of the original price of the steers, as stated in the TEAM description.
18. Bred cattle are to be pregnancy checked by a licensed veterinarian at seller's expense within 30 days prior to delivery. Cows will be mouthed for age at seller's expense to verify the lot description as accurate. Heifers that are sold as "Open Feeder Heifers" will be pregnancy checked by a licensed veterinarian at seller's expense within 15 days prior to delivery. A veterinarian's certificate must accompany all cattle. Any guarantee, representation or warranty as to the condition of any livestock sold pursuant to these Terms and Conditions is exclusively between the buyer and seller and any recourse for the breach of any such guarantee, representation or warranty is exclusively between the buyer and the seller.
19. Seller agrees to pay TEAM \$12.00/head on feeder cattle, \$12.00/head on market cows & bulls, \$8.50/head on finished cattle, and 3% of gross proceeds for bred cows & heifers, dairy replacement cattle and cow/calf pairs.
20. A default exists under these Terms and Conditions if the buyer or seller fails to fully perform their respective obligations under the terms of this agreement. As between the buyer and seller, the non-defaulting party may pursue any available remedy at law or equity, including specific performance, against the defaulting

party. As between the buyer and seller, the successful party in any action brought to enforce these Terms and Conditions shall be entitled to recover their costs and reasonable attorney's fees.

21. In the event of a default, upon receipt by TEAM of a written notice by the non-defaulting party clearly stating the nature of the default, TEAM reserves the right to deliver the balance of any down payment to the non-defaulting party or, in its sole discretion, to deposit the down payment into an interest bearing account. In the event TEAM deposits any portion of a down payment into such an account, TEAM shall place both Parties' names on the account and thereby require a signature from both Parties to remove any of the deposited money. Upon payment of the down payment to the non-defaulting party or deposit of the down payment into an interest bearing account, TEAM shall be released from any further liability arising out of any default by the seller or the buyer. TEAM shall have no other obligations to the seller or the buyer or their agents or assigns. Seller and buyer further agree that after payment or deposit of any down payment as described in this provision, the Parties will release TEAM from all responsibility relating in any way to any default by either party. In the event of any default by buyer or seller, and regardless of whether any down payment has been paid to TEAM or is available to be paid or deposited by TEAM, in no event shall TEAM be liable to buyer or seller for any claims arising out of the sale of the livestock pursuant to these Terms and Conditions.
22. TEAM is not responsible for the actions of buyer or seller taken before, during or after the online auction, typographical errors, or misprints. In no event shall TEAM be liable to buyer or seller, their agents or assigns, for any lost profits or any other direct, indirect, special, incidental, consequential, punitive, or exemplary damages, however arising, in connection with any sale or transaction.
23. Buyer hereby grants TEAM a security interest in the livestock purchased subject to these Terms and Conditions, including the products and proceeds thereof, until such time as final payment of the full purchase price of said livestock is made by cashier's check or wire transfer of funds, or until TEAM receives final payment on any payment item issued.
24. TEAM, with or without notice, may exercise any and all rights accorded it by law upon the occurrence of any of the following events: if final payment is not received from buyer within one day from the date buyer takes possession of the livestock; upon the death, bankruptcy or insolvency of the buyer; or upon the sale of any livestock that TEAM has a security interest in pursuant to Paragraph 24 without the prior written permission of TEAM.
25. Buyer and seller agree to indemnify and hold TEAM, its affiliates, officers and employees, harmless from any claim or demand made by a third party arising out of or relating to the buyer and seller's use of the online auction service, including any claim or demand for attorneys' fees and costs.

26. This Agreement, and any disputes arising or relating thereto, shall be governed by and construed under the laws of the state of Minnesota. Buyer and Seller expressly consent to jurisdiction over any dispute that may arise hereunder to the jurisdiction of the courts of the State of Minnesota.

THE ABOVE TERMS AND CONDITIONS OF SALE CONSTITUTE A CONTRACT BETWEEN THE SELLER AND THE BUYER OF EACH ANIMAL SOLD AND ARE BINDING UPON BOTH. THE PARTIES UNDERSTAND AND AGREE THAT TEAM DOES NOT GUARANTEE THE PERFORMANCE OF THE SELLER OR THE BUYER AND IS NOT A PARTY TO THIS AGREEMENT. TEAM IS NOT RESPONSIBLE FOR ANY MISLEADING OR INCORRECT INFORMATION PROVIDED IN CONNECTION WITH THE ONLINE AUCTION SALE.

LOTS AND LIVESTOCK ARE SOLD AS IS. TEAM UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT. TEAM FURTHER ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH BUYER MAY BE BUYING THE GOODS. OTHER THAN AS EXPRESSLY STATED HEREIN, TEAM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH A PURPOSE IS KNOWN TO THE PARTIES. THE PARTIES UNDERSTAND AND AGREE THAT ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE ONLY BETWEEN SELLER AND BUYER AND ARE NOT MADE BY OR BINDING ON TEAM. NO DESCRIPTION OR ORAL STATEMENT MADE BY TEAM CONCERNING ANY LOT, SALE OR TRANSACTION SHALL BE CONSTRUED AS A WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.