

# SALE TERMS AND CONDITIONS - PAGE 1 OF 2

## MID-ATLANTIC CATTLE SALES, LLC

1. Each bidder must be pre-registered and have a Buyer Number to participate in the auction. To register for the auction call 704-322-9770, 704-322-0840, or register through DV Auction. By participating in the auction, the Buyer expressly agrees to adhere to these Terms and Conditions and to the provisions set forth in the Livestock Purchase Agreement sent after the auction. All cattle being offered for sale are under standard Contracts for Sale. All cattle are purchased under standard Contracts for Purchase by the Buyers.
2. The cattle offered for sale are indicated on the sale sheets or online sale description as described to the MACS representatives by the owner. They are described by lot numbers, seller, location of the cattle, numbers of head, estimated weight, management practices, delivery date, conditions of sale and delivery, and verified programs. Representatives for each load are listed under each respective lot. Every effort has been made to assure the correctness of this information but all announcements from the auctioneer or official auction staff prior to or during the sale shall take precedence over printed matter herein.
3. Auction bids will be taken as voice bids by telephone and in person or online bids through DV Auction. Bids are asked with each lot of cattle and will be sold to the highest bidder on the basis of estimated weight. Seller reserves the right to "no sale" the load lot(s) of their cattle at the time the highest bid is made as long as the "no sale" announcement is made prior to the next lot being sold. Any departure from this procedure will be announced and all announcements made from the auctioneer or official auction staff will take precedence over printed matter herein.
4. The Auctioneer reserves the right to reject any and all bids. Auctioneer will settle all disputed bids. If a dispute arises between two or more bidders, the Auctioneer may immediately put the lot up for sale again and resell to the highest bidder. The decision of the Auctioneer shall be final and absolute.
5. One full load of stocker or feeder cattle will be contracted for approximately 48,000 lbs. and the respective head count at the base weight at the full truckload weight. No freight adjustment will be given if the average weight at delivery is under the base weight and the head count delivered is within 95% of the contracted head count. Mid-Atlantic Cattle Sales and its representatives will act as agents only in the sale of lots of cattle. As the marketing agency we cannot guarantee a minimum or maximum amount of shrink on any load. Any weight guarantees in regard to shrink must be given by Seller. Mid-Atlantic Cattle Sales cannot guarantee off truck weights.
6. Cattle that are picked up after the stated delivery dates will be subject to a 2# per head per day increase on the base weight and any weight stops for each day late after the last stated delivery date. Any deviation from this 2# per head per day will be posted in the catalog and announced on sale day.
7. Most loads have weight stops at 25-50 lbs. over the base weight. The individual weight stops are posted on each lot. If a weight stop is listed, cattle will slide after shrink up to the posted weight stop and be sold on a total net weight at the posted weight stop. Any pounds after shrink over the weight stop will not be billed to the buyer or paid to the seller unless other arrangements have been made in writing.
8. All cattle will be sold on a sliding scale as listed on each load. The "price slide" will go into effect when the average net weight of the live cattle is over the base weight the cattle are sold at. This will go into effect starting at 1 pound over the base weight.  
**Slide Example:** The cattle were sold at a base weight of 700 lbs with a \$5/cwt topside slide for \$150/cwt and at delivery weighed 725 lbs after shrink. The cattle would slide \$1.25 for a new price of \$148.75 at 725 lbs.  
**[Slide (\$5/cwt) X Pounds Over (25) = \$1.25/cwt]** Also can be shown as  $[\$5 / 100 \times 25 = \$1.25]$
9. On split loads the heifer price will be \$\_\_\_/cwt (as stated in the lot information) back of the original price of the steers. The steers will be based at their purchase price and base weight and the heifers will be based at their purchase price and base weight. At delivery, slides and weight stops will be calculated separately on each group.

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## **MID-ATLANTIC CATTLE SALES, LLC**

- 10.** The Buyer is responsible for all arrangements and regulatory requirements with respect to the transportation of the livestock and the Buyer is responsible for sending trucks to adequately load the number of head and/or the total weight contracted in order to legally transport them to their final destination. Cattle sold will be sorted and delivered to the stated weigh point by the Seller and weighed on a certified scale. Buyer will receive the cattle at point of weighing under conditions as stated with respect to each lot. Buyer will take ownership of the cattle at the point of loading.
- 11.** Health entry requirements for the state of entry are the responsibility of the Buyer. The Seller will furnish any health certificates required for the state of origin and Federal Law at the request of the buyer. If additional health certificates, documentation or tests are required for shipment to the Buyer's destination, it shall be at the Buyer's request and expense.
- 12.** Any heifer that is sold as guaranteed open and is determined to be bred by the buyer will receive a \$200 per bred heifer refund given appropriate documentation is provided within 60 days of the cattle being delivered. Documentation must include lot information, heifer identification, and veterinarian documentation.
- 13.** Payment by Buyer is due and payable in accordance with USDA P&S prompt pay policy upon delivery of the cattle and at such times as the value of the cattle is determined based on weight (subject to condition), price (subject to condition), and any other conditions stated at time of sale. Payment must be sent to Mid-Atlantic Cattle Sales within 1 day after the cattle are received by the Buyer. We request that all payments be sent by Wire Transfer, ACH, or overnight delivery of a check via FedEx or UPS. Payment sent via the U.S. Postal Service (1st Class or Priority Mail) are expected to be received within 7 business days of delivery. Any fees incurred for sending payment will be at the Buyer's expense.
- 14.** Mid-Atlantic Cattle Sales does not warrant the harvest date on source and age verified cattle and cannot guarantee back verification on any program requiring signed affidavits or 3rd party verification. Mid-Atlantic Cattle Sales will make all efforts to ensure verifications are met, but it is the Buyer's responsibility to verify all claims of the Seller to fit specific programs prior to purchase.
- 15.** There are no implied warranties of merchantability or fitness for a particular purpose on any livestock sold. Seller does not warrant that the livestock are free from any latent defect, condition, sickness, or disease. Seller does not assume responsibility for any loss after the livestock are delivered, which results from any latent defect, condition, sickness, or disease.