

NO LIMIT GENETICS
SALE OF
LIVESTOCK
TERMS
Effective 1-1-2010

Accepted payment forms are: Credit card online secure payment through Pay Pal (Visa, MasterCard, Discover, and American Express), personal checks, cashiers checks, or money orders. All funds are to be made payable to **NO LIMIT GENETICS**. If paying by mail, please sent cashiers checks, personal checks or money orders to: **NO LIMIT GENETICS** Attn: **Tracy Mendonza, 5720 Woodland Ave. Modesto, CA 95358**. Full payment must be received within 10 business days from the close of bidding on online sales or at the close of live auctions. Late fees are subject to a 3% finance charge after the tenth day. A fee of \$50 will be assessed on all late payments and a \$50.00 service charge on returned checks and the bidder may be denied access to future online sales and live auctions.

INVOICING: An invoice with payment instructions will be sent to each buyer's registered e-mail address at the close of online bidding or given to buyer at the time of check out at live auctions. A Pay Pal link will be provided for online buyers. If you do not receive an e-mail invoice within 12 hours after the close of online bidding please contact our office at **209-988-1751**. Balance in full must be paid before any livestock is exchanged, unless prior arrangements have been made with **NO LIMIT GENETICS**. Failure to complete the payment terms as stated above will result in forfeiture of animals purchased and legal action. Be sure you are capable of paying immediately and realize your bids are not conditional upon financing or financial arrangements. **NO LIMIT GENETICS** reserves the right to charge the entire purchase price and late fees to the credit card on file, if payment is not made in 10 days after the close of online bidding and the completion of live auctions. All bids placed at or above the starting bids will be sold to the highest bidder!

DELIVERY OF LOTS: TO BE DETERMINED PRIOR TO THE SALE! Please call **NO LIMIT GENETICS** to discuss any delivery options that might work for you. We will do our best to work with you, but it is important to discuss delivery BEFORE the sale date. If you need delivery assistance or have questions, please call our office at **209-988-1751** or **209-602-6109** before you bid. No animals will be delivered or picked up without proof of payment or arrangements made in advance with **NO LIMIT GENETICS**.

REGISTRATION PAPERS: If the animal you purchase is a pure bred, then registration papers will be transferred to the new owner at **NO LIMIT GENETICS'** expense after payment in full has been received for animal. Please register for a bid number exactly the way you want the pedigree transferred.

GUARANTEE: Underlines are considered sound unless noted. Animals need proper isolation before incorporating into your herd - we suggest at least 30 days (please consult your veterinarian). Complaints must be made within 30 days of purchase in writing to **NO LIMIT GENETICS 5720 Woodland Ave. Modesto, CA 95358**. No guarantee of breeding value on gilts and boars younger than six months of age and/or gilts shown at jackpots or fairs before breeding. Each animal including, but not limited to, bred gilts and bred sows, will become the buyers risk at the close of the auction either online or live auction and buyer assumes all risk of loss and damage to the animal upon pickup or delivery of animal. **NO LIMIT GENETICS** guarantees that all bred gilts/sows have tested positive for pregnancy and **NO LIMIT GENETICS** guarantees the bred gilts/sows selling for \$800.00 or more to have 6 live pigs, if not, **NO LIMIT GENETICS** will provide buyer with two doses of semen from the same boar the gilt was previously bred to and will pay all shipping and delivery fees for delivery of semen, and it will be the buyer's responsibility to provide the A.I. service to breed animal. It is the buyer's responsibility to notify **NO LIMIT GENETICS** within 10 days of farrowing or expected date of farrowing if there is less than six pig delivered or guarantee is voided. There will be no further or assumed guarantee or warranty from **NO LIMIT GENETICS**, on any animal purchased from them, other than those stated above.

DISCLAIMER: Any person bidding on items in online sales or live auctions agrees to these terms and conditions and understands that, by bidding, they are entering into a binding contract between themselves and **NO LIMIT GENETICS** and that they will be held financially responsible for their actions.

NO LIMIT GENETICS is a reputable breeder who takes pride not only in our many champions, but also in our ethical business practices where integrity and honesty is essential for success. We sincerely appreciate your business and look forward to working with you in the future.