

# Sale Terms and Conditions

The following Terms & Conditions including any announcements by the Auctioneer before or during the auction; constitute the entire agreement between the **International Lama Registry** and the **bidders at the auction**.

- Enclosed is my check for **\$150.00/per llama** to pay the **consignment fee**. I understand and agree that this fee is non-refundable and non-transferable for any reason once confirmation is made of my sale entry. Once accepted, this entry will be reserved for the ILR Sale only.
- In the event this animal is sold prior to the sale or if for any reason I withdraw this entry from the ILR Sale, other than as certified by a veterinarian, I will be charged a **\$150.00 withdrawal fee**.
- There will be a **5% commission fee** charged on the final bid.
- No Substitutions will be allowed without prior approval from the ILR Sale Management.
- A **minimum opening bid** of no less than **\$500** will be accepted by the auctioneer.
- All sales constitute a **contract between the buyer and seller** of each animal sold.
- ILR or sale coordinators assumes **NO responsibility**, legal or otherwise, in regards to the sale contract.
- I understand that no payment will be made to me until such time as the buyer has made satisfactory payment to the ILR and as soon as the buyer's check clears the bank. As soon as the check clears the bank the registration papers will be sent to the buyer and the consignor will be paid by check less commissions.
- Warranties:
  - **Proven Producers:** A proven producer is a female that has already had a cria. Proven producers will be considered to be fertile. There are NO expressed or implied warranties for proven producers.
  - **Newborn Crias:** There are NO expressed or implied warranties on newborn crias sold with their dams.
  - **Bred Maidens:** A bred maiden is a female that has not yet had a cria but is determined to be pregnant. There are NO other expressed or implied warranties for bred maidens.
  - **Young Females:** Young females are guaranteed to have anatomically normal reproductive tracts. There are NO other expressed or implied warranties for young females.
  - **Proven Males:** A proven male is a male that has settled a female or that has been tested fertile. Proven males will be considered to be fertile. There are NO expressed or implied warranties for proven males.
  - **Young Males:** Young males have been checked by a veterinarian and have been found to have anatomically normal reproductive organs. There are NO other expressed or implied warranties for young males.
  - **Young Males and Females:** Buyer's veterinarian must notify the Seller in writing within one year of the sale of any claimed abnormality with respect to Young Males or Young Females. The Seller shall, at the Seller's option, either (1) replace the llama with a llama of equal quality, or (2) give the Buyer credit toward the purchase from Seller of another llama of the same or different sex in an amount equal to the total amount of the purchase price.
- All sale animals must be fully registered by ILR.
- **DNA Testing Requirements:** DNA testing is not mandatory.
- EXCEPT AS EXPRESSLY STATED ABOVE, SELLER MAKES NO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY WARRANTY EXPRESSED OR IMPLIED OF ANY NATURE WHATSOEVER WITH RESPECT TO THE ANIMALS IN THIS SALE. The foregoing is the full extent of the responsibility of the Seller, and by way of illustration and not limitation, in NO event shall the Seller be liable for incidental or consequential damages, or for any changes or expenses of any nature incurred without Seller's written permission.
- **Terms:** Cash or check preferred. Payment in full must be made to the cashier immediately following the sale. Personal checks are to be made payable to "**International Lama Registry (ILR)**". Seller reserves the right to require a certified check as settlement before releasing an animal.
- **Bidding:** The highest bidder recognized by the Auctioneer shall be the Buyer. Bids tendered after the fall of the hammer are not valid grounds for dispute. If any dispute arises between two or more bidders or in the event of doubt on the Auctioneer's part as to the validity of any bid, the Auctioneer will have the final discretion either to determine the successful bidder, or to re-offer and resell the llama in question. The Auctioneer's determination is conclusive and not subject to challenge. The Auctioneer reserves the right to reject any bid.

- **Title and Delivery:** Title passes to the Buyer upon the all of the hammer. All risk of death or injury to the llama becomes the Buyer's risk upon the fall of the hammer. Each Buyer, following their purchase, shall sign an Acknowledgment of Purchase. Please write your full name and address clearly.
- **Registration Papers:** All registration papers will be delivered by First Class Postage when checks clear the bank. Please register your buyers number how you would like your llama purchase to be transferred with the correct and current address. The ILR will transfer all sale llamas free of charge to the buyer.
- **Default of Purchase:** If any person shall purchase a lot and fail to pay for it in the manner described above, the Seller shall have, in addition to all other legal rights, the right to resell the lot, or at Seller's option, bring an action for specific performance, in which event the defaulting Buyer agrees to pay all costs of such suit, together with all reasonable attorney's fees and costs. In the event of a resale, the defaulting Buyer agrees to pay all costs of the resale, plus any deficiency between the original total purchase price and the total purchase price upon resale.
- **Transportation:** The Buyer, at the Buyer's own expense, shall transport the llama from the auction. Any arrangement or disposition of the llama after purchase other than immediate removal must be made directly between the Buyer and Seller.
- **Catalog:** Every effort has been made to assure correctness of the catalog, but the Seller is not responsible for errors or omissions. Any corrections made to the catalog at the time of the sale from the Auctioneer's podium shall supersede the catalog.
- **No Liability:** Any person attending the sale, whether as a buyer, seller, observer, or the agent, employee or assign of any persons, does so at their own risk. No liability, duties, obligations, and/or responsibilities of any kind or nature shall be imposed upon the Seller, the Auctioneer, or any owners, employees or assigns of the ILR and sale coordinators from any and all accidents, injury, mishap, theft, damage, and/or other harm regardless of cause during the ILR Summer Spectacular Sale.
- **Disclaimer of Liability of Auctioneer:** Neither the Auctioneer, the Sellers, nor any agent, make any representation or warranties whatsoever with respect to the sale animals. The auction is just a conduit. All possible buyers should communicate directly with the consignor. All representations contained herein are made between the buyer and the seller only.
- **Authorized Agents:** Persons acting as agents must so indicate when signing Acknowledgment of Purchase.
- **Governing Law:** The laws of the State of Iowa will govern the sale and all transactions between the Buyer and Seller.

## Important Notices

- **Absentee Bids:** Absentee bidding is available as a convenience for Buyers who are unable to attend the Auction. Bids may be left with an auction representative who will try to purchase the lot or lots of the Buyer's choice for the lowest possible price, and never for more than the maximum amount authorized. These bids are accepted subject to the Terms and Conditions of the Sale. Although every effort will be made to execute these bids, Seller will not be responsible for error failure to execute bids.
- **Breeding Dates and Due Dates:** Any corrections, additions or revisions of breeding dates and/or due dates will be announced at the time of sale by the Auctioneer; these dates are for your information only.
- **Health Requirements:** All Llamas entering the state of Iowa must be accompanied by a current 30 day health certificate.
- Buyers are urged to examine llamas carefully and read these Terms and Conditions of the Sale.