

TERMS *and* CONDITIONS



BIDDING: Each animal will be sold to the highest bidder. The auctioneer reserves the right to reject any and all bids.

BIDDING DISPUTES: The auctioneer will settle any disputes as to bids, and the auctioneer's decision on such matters shall be final.

TERMS: Terms of sale are cash or acceptable check to the clerk at the conclusion of the auction. All settlements are to be made in U.S. currency and payable to The Remuda Sale.

CERTIFICATE OF REGISTRY: A certificate of registry will be furnished and transferred to the buyer. Give full name and address to the clerk when making payment so the transfer will be made properly. Transfer fee will be paid by the seller. Registration papers and transfer certificates will be sent directly to the AQHA office when check clears the bank.

HEALTH: Horses are eligible for interstate shipment. All horses have a current negative Coggins test. Interstate health certificates will be furnished for each animal leaving Texas. Out of state buyers should check with their state veterinarian regarding regulations in their state.

GENETIC TESTING: Genetic Testing in accordance with AQHA Rule #109, will be reported on all horses selling in the sale that have been tested. Some of the horses consigned to this sale have had one or more of these five-panel tests performed and the results are listed on individual's catalog page. Also, a copy of individual genetic testing results is available for the prospective buyers in the Four Sixes Ranch sale office.

ANNOUNCEMENTS: Any change in information of any kind in this catalog will be announced from the auction block. Such announcements shall take precedence over printed material. Every effort has been made to ensure the accuracy of this catalog. Sale management and auctioneer will not assume or accept responsibility for errors or omissions. Any known blemishes or defects will be called before the bidding begins. Sale management, auctioneer, sale staff and employees of Burnett Ranches, LLC (6666 Ranch), Beggs Cattle Company, Pitchfork Land and Cattle Company, Tongue River Ranch, King Ranch and Wagonhound Land & Livestock act as agents for the seller but assume no liability for buyer or seller.

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POSSESSION: When the animal leaves the sale ring it is the property of the purchaser and we will care for the animal for 24 hours after the sale, but it will be at the purchaser's risk. If it is not convenient for a purchaser to take delivery within 24 hours, we will be glad to make satisfactory arrangements whereby we will care for the animal for a reasonable length of time.

LIABILITIES: All persons who attend this sale do so at their own risk. Burnett Ranches, LLC (6666 Ranch), Beggs Cattle Company, Pitchfork Land and Cattle Company, Tongue River Ranch, King Ranch, and Wagonhound Land & Livestock and their employees assume no liability, legal or otherwise, for any accidents.

CONTRACT: The above terms and guarantees shall constitute a contract between the buyer and the seller of each animal sold.

TRANSPORTATION: Delivery arrangements of purchased stock are the responsibility of the buyer.

LAW GOVERNING: The terms and conditions covering this sale shall be governed by and construed under the laws of the state of Texas. King County, Texas is designated as the place of venue of resolution of any disputes.

DISCLAIMER OF WARRANTIES: Except as explicitly otherwise provided herein in writing, seller does not warrant that any livestock being sold herein under the terms of this sale are fit for any particular purpose or are merchantable, and any expressed or implied warranty of fitness, purpose or merchantability is hereby excluded.

LIVE FOAL GUARANTEE: Live foal means the foal shall stand and nurse for twenty-four hours. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return season will be guaranteed for the following year, providing proper notification is given. Proper notification shall be defined as follows: written certification by a licensed veterinarian within fourteen days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any act or omission of the Owner subsequent to the mare's departure from Breeder. Failure to do this will void the Live Foal Guarantee.

