

NORTHWEST HIGHLAND CATTLE ASSOCIATION (NWHCA) BREEDER'S ONLINE
PRODUCTION SALE TERMS AND CONDITIONS

EXCEPT FOR THOSE STATED IN THE BELOW TERMS AND CONDITIONS, THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE CATTLE BEING SOLD.

THE WARRANTIES AND GUARANTEES SET FORTH IN THE "TERMS AND CONDITIONS" ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, AND REMEDIES PROVIDED THEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER, OR ANY PARTY CLAIMING THROUGH THE BUYER, FOR ANY BREACH OF WARRANTY OR GUARANTEE THEREIN PROVIDED, AND ALL OTHER OBLIGATIONS OR LIABILITIES.

This will be an online only sale held April 26, 2025. Consignments can be submitted via email to NWHCAproductionsale@gmail.com until midnight PDT of April 1, 2025. Those consigning animals will need to provide photos and videos of the cattle for the sale website no later than this date. Cattle will ship directly from the consignor's farm. Buyer is responsible for shipping. Commission levels are 8% for live animal sales & semen and 4% for no sales.

ENTRIES: Entries may include cows, bred or with a calf at side, open heifer calves, breeding age bulls, bull prospects, or semen. Entries must be registered or have pending registration with the American Highland Cattle Association (AHCA) prior to this sale. Semen lots must be nt821 clear by parentage or testing. No steers, and no unregistered stock. The committee reserves the right to determine the final lots, the lot order, and will be looking for quality specimens that represent the Northwest region and follow the American Highland Cattle Association (AHCA) breed standard.

FEES: Payment of fees shall be made payable to Northwest Highland Cattle Association and must be received 2 weeks prior to the auction date, payable via check or PayPal. Fees for each animal lot is \$80 for non-NWHCA Members, \$40 for current NWHCA Members. No entry fee for semen lots. Entry fees are non-refundable once the consignment has been accepted by the committee. The last bid received via the online sale constitutes the basis for the commission charge, which is in addition to the entry fee. Animals and semen lots that are sold will be charged 8% commission. Lots that do not sell and/or meet the reserve set by the seller will be charged 4% of the last bid placed on the animal. Any animals withdrawn after April 7, 2025 will be assessed a \$100 cancellation fee, in addition to the entry fee they already paid. Substitution of equal quality will be allowed on a case by case basis determined by the sales committee.

ONLINE AUCTION: NWHCA will be providing sales using the services of Cowbuyer.com. Consignors will submit quality photos (side, front, and back), and are encouraged to submit videos of consigned animals by April 1, 2025. These pictures and videos will be used to advertise your cattle. All cattle should be in top condition, groomed, and preferably halter trained. Cattle of sound disposition, but not halter trained will be considered. Wild or poorly behaved animals will not be tolerated, nor accepted.

HEALTH REQUIREMENTS: Seller offers the animals in good faith that the animals or semen are as represented and are solely responsible for the condition of the lots offered in the online auction. Seller will provide a vaccination schedule to the Buyer. Sellers will have the animal up to date on all vaccinations including but not limited to BVD and Brucellosis for female cattle. Breeding age bulls must pass a Breeding Soundness Exam no more than 30 days prior to the sale. Sellers consigning animals to the sale are responsible for providing Health Certificates (CVI) papers for travel to ALL Buyers regardless if in or out of state travel. CVI must be written no more than 30 days prior to pickup and must meet the requirements of the Buyer's state importation regulations, giving enough time to complete any blood work or testing required by the Department of Agriculture of Buyer's state. Seller is also responsible for any applicable Import Permits and Brand Inspections as required by the states of travel. Any advertised bred or exposed cow/heifer will provide proof of pregnancy check and confirmation. All animals will ship directly from Sellers farm. Sellers will be responsible to work with the Buyer to arrange pick up/shipment. Buyers must take possession of cattle within 30 days of the close of the auction. If Sellers would like to offer to house the cattle for a longer period of time, the Seller will need to work out any arrangements with the Buyer. Buyer is responsible for the cost of shipping and arranging transportation. Seller is responsible for reasonable care of animals between time of sale and time of pick up from Buyer. If the Seller cannot follow through with final transfer after close of auction due to unforeseen circumstances, they are responsible for refunding the purchase price or offering a comparable animal.

TERMS: Payments for auction items will be made to Cowbuyer.com immediately upon the conclusion of the sale. CowBuyer will confirm a payment has been received by them from the Buyer before any lot (animal or semen) is loaded or released for transport. Payment to consignors will be handled directly by Cowbuyer.com and will follow their contract terms.

REGISTRATION TRANSFER: Seller must submit the transfer papers to AHCA no more than 30 days after the pick up of the animal.

THE SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE LIABILITY OF SELLER FOR A BREACH OF WARRANTY HEREUNDER IS LIMITED TO THE REMEDIES SET FORTH ABOVE.

The above terms and conditions of sale shall constitute a contract between the Buyer and Seller of each animal and shall be binding on both. Each sale or resale of an animal constitutes a separate transaction.

Neither the Northwest Highland Cattle Association, its Board Members, membership, or persons connected with the management or conduct of this sale assumes any liability, legal or otherwise. Those stated persons and sponsoring associations are not liable for the misrepresentation of any lot offered in the online sale. If you have further questions, please contact

NWHCAproductionsale@gmail.com for auction questions, or
NWHHighlandCattleAssn@gmail.com for general membership questions.

ALL DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF DAMAGES SET FORTH
ABOVE ARE VOID WHERE PROHIBITED BY LAW.

Please fill out ALL information in the Google document before submitting.

Entry fees should be mailed to:

NWHCA

c/o Amy Asman

12195 Belden Dr SE

Aumsville, OR 97325

Please submit photos and video to: NWHCAproductionsale@gmail.com

For higher quality videos, please email NWHCAproductionsale@gmail.com and request a
YouTube link.