

Terms and Conditions

Terms: 100% -- Cash, cashiers check, money order, certified funds, personal or business check, or wire transfer at or prior to the time of sale, unless satisfactory credit arrangements have been made prior to the sale. No credit cards or postdated checks will be accepted. All items must be paid for with US funds on the date of the sale. Payments should be made payable to Martin Farris. The right of property shall not pass until after settlement is made. Should any purchaser fail to settle for his purchase, Double M Boer Goats reserves the full power to resale the animal to the best advantage either publicly or privately, without further notice. Any loss arising from such resale together with keep and all other expenses shall be payable by the defaulter. Interest shall accrue on any default amounts at the rate of 1.5% per month. Double M Boer Goats reserves the right to require settlement before releasing any sale goats. Purchasers are advised to insure their purchases.

Returned Check Policy: Buyers whose checks and/or other payments are returned for insufficient funds, no account, closed account, stop payment order, etc. will be assessed a \$250.00 handling fee, and a demand for payment will be sent. If payment in full is not received within 10 days of Buyer receiving the notice, then the matter will be referred for criminal prosecution. Please be aware that in Texas the theft of even one (1) head of livestock, regardless of value, is considered a felony offense, and Texas considers obtaining property by passing a bad check or similar sight order to be theft.

Expenses For Unclaimed Goats: Any goats that are not claimed at the time of sale will be transported to Double M Boer Goats or another suitable facility (if not already there) at a cost of \$2.00 per mile to the Buyer. Double M Boer Goats will feed and house the goats until Buyer claims them or Double M Boer Goats resells them. A \$1.00 per head per day charge will be levied on all animals unclaimed on the date of the sale. These charges must be paid before the goats will be released to the Buyer. If the animals are resold these charges will be taken into account when calculating any loss. Buyer will remain responsible for the sales price, all expenses, interest on unpaid amounts, etc. in the event that their purchase(s) dies after the sale, and before Buyer has claimed it. Double M Boer Goats does not accept any liability or responsibility for unclaimed goats.

Certificates of Registration: All animals produced by Double M Boer Goats are registered or registerable with the exception of 15/16 (94%) or lower Boer bucks. If requested, Certificates of Registration will be furnished to the Buyer for each registered animal after settlement has been made. If requested, applications for registration will be supplied for unregistered animals if they are eligible for registration. The Buyer will be responsible for all transfers. Buyers of 15/16 or lower Boer bucks can apply for a Record of Pedigree from the American Boer Goat Association, and an application for this purpose will be supplied upon request. All animals will be named MMBG (sire's name) (name selected by buyer). If buyer fails to specify a name, the name will be MMBG (sire's name) (ID number). No animals purchased by Double M Boer Goats for resale will be registered unless specified in the Buyer's specification that the animals are to be registered.

Health Certificates and Tests: Health Certificates and tests are the responsibility of the Buyer. Out of state buyers should check in advance with their veterinarian and/or check the USDA APHIS website at <http://www.aphis.usda.gov/vs/sregs/> regarding their state's health requirements. Double M Boer Goats does not guarantee any animal to pass any health test or screening required for import by another state or country.

Accidents: Although every precaution will be taken to protect the safety and comfort of the Buyers while on our premises, neither Double M Boer Goats, Martin and Marla Farris, sellers, nor any other staff assumes any responsibility in this matter and they disclaim any liability, legal or otherwise, in case of accident or loss of property.

Rights and Obligations: The above terms of the sale shall constitute a contract between the Buyer and Double M Boer Goats and be equally binding to both. Resale of animals following purchase in the sale shall constitute a separate transaction and the rights and obligations of the two parties connected thereto are not covered by the terms and conditions of this sale.

Guarantees and Warranties

Breeder's Guarantee For Bucks: Should any buck fail to prove a breeder after being used on does known to be breeders, the matter shall be reported in writing to Martin Farris, Double M Boer Goats, 1405 Hunters Glen Road, San Angelo, TX 76901-5007 not sooner than six (6) months following the date the buck was introduced to the does (unless a vet has examined the buck and certified him to be sterile), nor later than ten (10) months following the date of purchase. Double M Boer Goats will then have the right and privilege of six (6) months to prove the buck a breeder. Any buck returned will be at the purchaser's risk. Double M Boer Goats is not responsible for damage caused by foreign bodies after the animal has been sold or for sickness not apparent at sale time. There is no guarantee that semen collected from the buck will freeze.

Breeder's Guarantee For Does: Does are guaranteed to be breeders. In the event a female is claimed to be a non-breeder, after having been bred regularly to a buck known to be a breeder and after having been treated by a licensed veterinarian, the matter shall be reported in writing to Martin Farris, Double M Boer Goats, 1405 Hunters Glen Road, San Angelo, TX 76901-5007 not sooner than six (6) months following the date the doe was exposed to a proven buck, nor later than ten (10) months following the date of purchase. Double M Boer Goats will then have the right and privilege of six (6) additional months to prove the doe a breeder and may use any registered buck of the breed available to him to do so. Any female returned will be at the purchaser's risk. No guarantee is given that a pregnant female will deliver live kids or that she will carry kids full term, or the kids carried will not be mummified. No guarantee is given that does that have been exposed to a buck are pregnant. Double M Boer Goats is not responsible for damage caused by foreign bodies after the animal has been sold or for sickness not apparent at sale time.

Breeder's Guarantee Settlement: Transportation charges on animals returned to Double M Boer Goats are the responsibility of the Buyer. No incidental expenses such as feed, care, AI signing fees, interest, veterinary charges, etc. will be charges by either party when making settlement. If Double M Boer Goats is successful in proving the animal in question to be a breeder, said animal will be reclaimed by the Buyer at his/her expense. Should Double M Boer Goats fail to prove the animal a breeder, then the Buyer is guaranteed a satisfactory replacement, F.O.B. Double M Boer Goats. No cash refunds will be given, and in no event shall Double M Boer Goats be responsible for more than the original purchase price of the animal. Should a dispute arise over the quality of a replacement, Double M Boer Goats' decision will be final.

Exceptions of Breeder's Guarantee:

1. Any animals that have previously produced kids are proven breeders, and if they fail to breed for Buyer the cause will be assumed to be something not covered by this Breeder's Guarantee. Therefore, this Breeder's Guarantee will not apply to any animals that have previously produced offspring.
2. No animal is guaranteed to breed out of season. Out of season is defined as the period beginning December 20th and continuing until June 20th in the northern hemisphere.
3. In cases where the animal is subject to any hormone or surgical reproduction techniques after the sale, this guarantee is VOID.

No Other Warranties and/or Guaranties: There are no other warranties or guaranties, express or implied, which apply to the animals in this transaction other than those contained in this section. Texas law does not recognize implied warranties in livestock sales transactions.