

TERMS & CONDITIONS OF SALE

1. The following Terms and Conditions, as amended by any posted notices or announcements by the Auctioneer and/or Gems & Genetics, LLC, during the 2009 Gems & Genetics LLC constitute the entire agreement between Gems & Genetics, LLC., and guest consignors (The Seller) on the one hand and the Bidders and Buyers at the auction, on the other hand.
 2. **WARRANTIES:**
 - A. **PROVEN PRODUCERS:** A proven producer is a female which has already had a cria. Proven producers will be considered to be fertile. There are no expressed or implied warranties for proven producers.
 - B. **CRIS AT SIDE:** There are no expressed or implied warranties for crias sold with their dams.
 - C. **BRED MAIDENS:** A bred maiden is a female which has not yet had a cria and is determined to be pregnant. There are no expressed or implied warranties for bred maidens.
 - D. **MAIDEN FEMALES:** Young females that have not been previously bred are considered to be maiden females. Maiden females sold as individual lots are warranted to have the ability to become pregnant prior to reaching 48 months of age. There are no other expressed or implied warranties for maiden females.
 - E. **PROVEN MALES:** A proven male is a male which has settled a female or which has been tested fertile. Proven males will be considered to be fertile. There are no expressed or implied warranties for proven males.
 - F. **YOUNG MALES:** Young males, ie: males that are not proven males, are warranted to have the ability to impregnate a female. Warranty shall be considered fulfilled with the first confirmed impregnation of a female, at which point warranty ends. Abuse or neglect on the part of the Buyer which results in the sterility of the young male will void this warranty. There are not other expressed or implied warranties for young males.
 - G. **LIVE BIRTH GUARANTEE:** The Seller provides a liver birth guarantee for each female that is pregnant at the time of the Sale. A live birth is described as a live born cria that lives for at least 24 hours. Buyer must notify Seller of the loss of cria within 10 days of the cria's death, with licensed veterinarian certificate stating the cause of the cria's death or the guarantee becomes null and void. The Seller's sole obligation and the Buyer's sole remedy is for the Seller to provide the Buyer a re-breeding and for transportation of the female to and from the Seller.
 - H. With respect to Maiden Females and Young Males, Seller must be notified in writing by the Buyer's veterinarian of any claimed abnormality within one year of sale. If a claim is made under this warranty, the animal must be returned to the Seller's farm (with transportation paid by the Buyer) for a period not to exceed six months, during which the Seller will attempt to either impregnate the maiden female; or obtain a confirmed pregnancy sired by the young male. In the event the Seller is not able to correct the problem, the Seller will, at the Seller's option, either (1) replace the alpaca with an alpaca of equal quality, (2) give the Buyer credit toward the purchase from the Seller of another alpaca of the same or different sex in an amount equal to the total amount of purchase price, or (3) give a refund of the purchase price paid at the sale.
 - I. In order for warranties to remain in effect, the Buyer must ensure that all alpacas purchased are fully shorn annually prior to June 1. All alpacas must be cared for in a manner that is consistent with generally accepted industry practice. Failure by the Buyer to comply with any of these conditions will void all warranties either express or implied.
 - J. **EXCEPT AS EXPRESSLY STATED ABOVE, SELLER MAKES NO WARRANTY OF MERCHANTABILITY AND NO 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 special, incidental, consequential or punitive damages, even if the Seller is informed of the possibility thereof in advance.
 - K. All warranties and guarantees are void upon the death of the animal or the Buyer's resale or transfer of the animal.
 3. **TERMS:** Terms are cash and payment in full, or with terms approved by Seller. Payment must be made to the Cashier immediately following purchase and before delivery of the animal. Checks are to be made payable to Gems & Genetics, LLC. Seller reserves the right to require a certified check as settlement before releasing the animals.
 4. **BIDDING:** The highest bidder recognized by the Auctioneer shall be the Buyer. Bids rendered after the fall of the gavel 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 alpaca in question. The Auctioneer's determination is conclusive and not subject to challenge. The Auctioneer reserves the right to reject any bid.
 5. **TITLE DELIVERY AND INSURANCE:** Title will pass to the Buyer upon full payment of the purchase price. All risk of death or injury or illness to the alpaca becomes the Buyer's risk upon the fall of the gavel. The Buyer must sign and execute an Acknowledgement of Purchase upon the fall of the gavel. Please write your full name and address clearly. For financed sales, the Buyer
 6. **REGISTRATION PAPERS:** All registration papers will be delivered to the Buyer upon the Seller's receipt of full payment of the purchase price and when checks clear the bank. Buyer is responsible for all transfer fees.
 7. **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 the Seller's option, bring an action for specific performance, in which event the defaulting Buyer agrees to pay all cost 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 resale, plus any deficiency between the original total purchase price and the total purchase price upon resale.
 8. **TRANSPORTATION:** The Buyer, at Buyer's own expense, shall transport the alpaca from the auction. Any arrangement or disposition of the alpaca after purchase other than immediate removal must be made directly between Buyer and Seller.
 9. **ON-LINE CATALOG:** Every effort has been made to assure correctness of the on-line catalog, but neither Gems & Genetics, LLC., nor the Seller, is responsible for errors or omissions. Any corrections made to the sale flyer at the time of the sale from the Auctioneer's podium shall supersede the on-line catalog.
 10. **NO LIABILITY:** Any person attending the sale, whether as a Buyer, observer, or the agent, employee or assign of any person does so at their own risk and no liability, duties, obligations and/or responsibilities of any kind or nature shall be imposed upon the Sell, the Auctioneer, Gems & Genetics, LLC the Host Farm, Sunset Hills Farm or any of their respective owners, employees or agents, for any accident, injury, mishap, theft, damage and/or other harm regardless of cause.
 11. Unless stated to the contrary, the Seller or representative/agent of Seller shall have the right to bid on his animal selling, or place a minimum reserve bid with the auction company. In either case, in the event of the Seller repurchasing said lot, Seller is obligated to pay Gems & Genetics, LLC. a commission of no less than 8% of the final bid.
 12. **DISCLAIMER OF LIABILITY OF GEMS & GENETICS, LLC. AUCTIONEER AND HOST FARM:** Neither the Auctioneer, Gems & Genetics, LLC. or the Host Farm, Sunset Hills Farm, or any of their respective owner, employees or agents, make any representation or warranties whatsoever with respect to the sale animals. All representations contained herein are made by the Seller only.
 13. **AUTHORIZED AGENTS:** Persons acting as agents must so indicate when signing the Acknowledgement of Purchase. Both the agent and the principle are responsible for all actions of the agent at the Sale.
 14. **WITHDRAWAL RIGHTS:** Gems & Genetics, LLC. and/or the Seller reserve the right to withdraw any alpaca from the sale without liability to anyone.
 15. **GOVERNING LAW:** The sale and all transactions between or among any Bidder, any Buyer, the Seller, Gems & Genetics, LLC., and the Host Farm will be governed by the laws in the State of Pennsylvania. All venues for disputes will take place in Butler County, Pennsylvania.
- IMPORTANT NOTICES:**
1. **TELEPHONE BIDS:** Telephone bids are accepted subject to the Terms and Conditions of the Sale. Neither the Seller, Gems & Genetics, LLC, the Auctioneer, or any Agents will be responsible for any errors in or failure to execute telephone bids.
 2. Breeding dates and due dates will be announced at the sale; these dates are for your information only and shall not be deemed to be representations or warranties.
 3. Alpacas in the auction may have been shorn, trimmed or cleaned for health and/or presentation reasons. Buyers are advised to inspect alpacas carefully prior to bidding.
 4. **BOARDING:** Tend days free board are offered for all sale alpacas. Thereafter board at \$4.50/day/single and \$5.50/day mother and cria will be charged. All additional services and veterinary expenses incurred are the responsibility of the Buyer and will be charged separately.

BUYERS ARE URGED TO EXAMINE ALPACAS CAREFULLY AND READ TERMS & CONDITIONS.