



Terms and Conditions

“Auctioneer” shall mean Integrity Livestock Sales, LLC.

“Bidder” shall mean the party submitting an offer to purchase merchandise for sale.

“Buyer” shall mean “Bidder” who has submitted the successful offer to purchase merchandise being offered for sale.

“Merchandise” shall mean livestock.

“Seller” shall mean the party who is placing the merchandise for sale.

By registering to be a bidder, Bidder agrees that the following terms and conditions shall govern all Integrity Livestock Sales, LLC auctions. Bidder acknowledges that all sales conducted through Integrity Livestock Sales, LLC are conducted electronically and subject malfunction without warning.

Eligibility/ Information

Integrity Livestock Sales, LLC services are available only to individuals who can legally contract and are over eighteen (18) years of age. All bidders on the Integrity Livestock Sales, LLC website must be legally capable of contracting and at least 18 years of age. In the event a minor or a person who is unable to legally contract is using Integrity Livestock Sales, LLC services said person must use the website in conjunction with a parent or legal guardian, and any bid shall be considered submitted by and binding upon the parent or legal guardian. If the Bidder is registering for or as a business entity, Bidder affirms that he/she has the legal authority to bind said entity to the terms and conditions of this Agreement. In the event the Bidder does not have the requisite legal authority to legally contract for and bind said entity, the Bidder shall be deemed bound individually to the bid submitted. Those persons/entities that do not meet the above-eligibility requirements should not register as a Bidder.

Bidder warrants that all information provided by the Bidder during online registration shall be accurate, current and complete. The Bidder shall be responsible for updating his/her/ it's Integrity Livestock Sales, LLC account. Integrity Livestock Sales, LLC will not be responsible for lost, delayed or misdirected notices due to the failure of a Bidder to maintain current his/her/its account information. Personally identifying information provided by the Bidder will be as outlined below.

Implied Warranty/Disclaimer

Integrity Livestock Sales, LLC makes no warranty, express or implied, as to the information used to describe Merchandise sold on this site. All auction Merchandise is presented as listed by the Seller. **MERCHANDISE IS SOLD AS IS, WHERE IS AND WITH ALL FAULTS.** Bidder acknowledges that the Bidder has had adequate opportunity to inspect the Merchandise prior to the auction the Bidder is responsible to personally inspect all Merchandise that he/she/ it may purchase. Failure by the Bidder to inspect the Merchandise will not constitute grounds for any type of refund or termination of the sale agreement between the Buyer and Seller. All Merchandise sold shall become the property of Buyer at the conclusion of the auction. Auctioneer is not responsible for the condition or health of Merchandise sold and purchased, either at the time of sale or time of delivery.

ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED and shall NOT apply to the merchandise that is the subject of this sale and this transaction. Buyer hereby agrees to indemnify and hold Integrity Livestock Sales, LLC, its members, parent subsidiaries, affiliates, managers and employees, harmless from and against any and all claims or demands, including reasonable attorney fees, causes of action which relate in any way to the condition of the Merchandise, or the descriptions thereof, sold at auction on the Integrity Livestock Sales, LLC website.

Bidding/ Payment

All bidding and payments are in U.S. currency. Bidding is done in increments, which may vary by both species and individual lot(s) of Merchandise. A Bidder may be outbid at any time before the close of an auction. Bidders are responsible for monitoring the status of their bids. Unless otherwise indicated, Merchandise offered on the Integrity Livestock Sales, LLC auction site will sell subject to any Seller's reserve price. Sellers and Auctioneer have the option to bid on the Seller's behalf in an amount not to exceed the reserve price. Sellers are under no obligation to sell Merchandise if a bid does not meet the reserve price.

Bidder is responsible for any bids placed under his/her/ its bidding number, account and password and for security related thereto. If at any time a Bidder's number and/or account password is compromised, the Bidder shall immediately notify Integrity Livestock Sales, LLC and change the Bidder's number and/or account.

Placing a bid represents a valid offer between the Bidder and Seller which cannot be retracted. A winning bid becomes a binding contract to purchase the Merchandise, and the Bidder is obligated to buy the Merchandise at the final bid price. Any fraudulent will be prosecuted legally. The Seller and Auctioneer reserve the right to accept or reject any and all bids.

In the case of a software malfunction during the auction, the sale will be stopped and all Bidders notified. Whether to continue or cancel the auction will be in the sole discretion of the Auctioneer. In the event the auction is cancelled, any fees shall be waived and all bids shall be considered cancelled.

When bidding ends, all auctions shall be considered final and the Bidder who submitted the highest bid shall automatically become the Buyer and owner of the Merchandise. All Merchandise purchased by a Buyer through Integrity Livestock Sales, LLC must be paid within five (5) calendar days from the date the bid was accepted. Accepted forms of payment include personal or farm check, certified check, money order or credit card, payable to Integrity Livestock Sales, LLC at: P.O. Box 226, Sheridan, IN 46069. Integrity Livestock Sales, LLC does not accept personal or farm checks from outside the U.S. A 3.5% processing and handling fee will be applied on all credit card transactions. A \$50 fee will be assessed on all returned checks. Failure to pay as provided above will result in a 15% finance charge. The registered Bidder may also be banned from all future Integrity Livestock Sales, LLC auctions. Bidder/Buyer grants to Integrity Livestock Sales, LLC the right to process a Buyer's credit card for any Merchandise purchased if payment has not been made within five (5) calendar days from the date the bid was accepted. Bidder should not participate in the auction if Bidder is financially incapable of closing on his/her/its bid.

An invoice with payment instructions for lot(s) purchased will be e-mailed to the Buyer (at the last e-mail of record) immediately following the auction close on the date the bid was accepted. If the Buyer does not receive an invoice within one (1) business day, Buyer shall promptly contact Integrity Livestock Sales, LLC and request an invoice. Failure to complete payment as provided above shall result in all applicable fees, finance charges being assessed with further notice or demand, and the potential ban from future Integrity Livestock Sales, LLC auctions.

Auction Close

All auctions hosted by Integrity Livestock Sales, LLC are conducted with the industry-typical closing format. Any bidding activity in the last five (5) minutes of an auction will result in extended bidding. Extended bidding shall be in 5-minute increments. The Seller may shorten the time allotted for extended bidding. Unless shortened by the Seller, extended bidding will continue until there has been no bidding activity in the latest extended bidding time increment. At that time, the auction will close and all Merchandise will be declared sold to the highest Bidder. Both the Auctioneer and Seller reserve the right to extend or end bidding at any time.

Withdraw of Lots

Occasionally, Merchandise may need to be removed from a posted online sale. The Seller reserves the right to withdraw Merchandise at any time before or during the auction prior to the acceptance of a winning bid. In the event the Seller withdraws Merchandise during an auction, all bids on that Merchandise shall be considered withdrawn and fees waived.

Title/ Delivery

Merchandise purchased through Integrity Livestock Sales, LLC becomes the property of the Buyer at the conclusion of the auction on that Merchandise. All risk of damage, death or injury to all or part of the Merchandise purchased becomes the Buyer's risk at the moment of purchase/sale.

Delivery of Merchandise purchased through Integrity Livestock Sales, LLC must be coordinated between the Buyer and Seller and both Buyer and Seller release Integrity Livestock Sales, LLC from any liability related thereto. All costs incurred with delivery are the sole responsibility of the Buyer, unless otherwise agreed between the Buyer and Seller. All delivery inquiries should be directed to the Seller. If Seller delivers any Merchandise sold to the Buyer before payment has been received from Buyer, collecting payment for said Merchandise becomes the sole responsibility of the Seller.

Registration/ Health Papers

Seller shall cause to be delivered to the Buyer all Merchandise registration documents within thirty (30) calendar days of cleared payment. The Seller is responsible for the transfer of registration documents. Auctioneer and Integrity Livestock Sales, LLC assume no responsibility for the completion of registration document transfers. Health papers for Merchandise may be furnished by the Seller, if requested by the Buyer. Any costs related thereto shall be the sole responsibility of the Buyer.

Limitation of Liability

Neither Auctioneer nor Integrity Livestock Sales, LLC shall not be liable for lost profits or special, incidental or consequential damages arising from any sale transaction. Bidders, Buyers and Sellers hereby agree to save, indemnify and hold Integrity Livestock Sales, LLC, its members, parent subsidiaries, affiliates, managers and employees, harmless from any claim or demand, including reasonable attorney fees, made by any third party resulting from the use of the auction services and website, the violation of these terms or conditions herein, or for any information transmitted by Bidders, Buyers and Sellers on this website.

Auctioneer has the sole and final discretion to determine winning bidders and, in the event of a dispute among the parties, the decision of the Auctioneer is final. Auctioneer reserves the right to reopen bidding to settle matters related to disputed bids or ties. Auctioneer reserves the right to postpone or cancel a sale for any reason.

Neither Auctioneer nor Integrity Livestock Sales, LLC guarantees continuous, uninterrupted or secure access to online auction services. This website may be interfered with by numerous factors outside the control of Auctioneer or Integrity Livestock Sales, LLC. Neither Auctioneer

nor Integrity Livestock Sales, LLC guarantee or confirm the authenticity of the identity of Bidders or Sellers, Buyer or Sellers and shall have no liability for any false or misleading information transmitted by the aforementioned on the Integrity Livestock Sales, LLC auction site.

Neither Auctioneer nor Integrity Livestock Sales, LLC shall be not responsible for any accidents or injury related to the sale, purchase or delivery of any Merchandise sold.

Auctioneer may refuse services to anyone at any time at its sole discretion. If a Bidder provides false information, such as a false name or fraudulent contact information, he/she/it will be suspended or permanently banned from Integrity Livestock Sales, LLC auctions. A Buyer will be permanently banned from participating in any Integrity Livestock Sales, LLC auctions if he/she/ does not complete payment on winning bid(s) as provided above.

Privacy Policy

To bid, buy or sell on the Integrity Livestock Sales, LLC auction site, personal information must be submitted at the time of registration. By registering on this site, users consent to the collection of this information. Integrity Livestock Sales, LLC agrees to no share or sell said information to any third-party individual, group or company. All personal information will be used only by Integrity Livestock Sales, LLC and the Seller(s) from whom the Bidder/Buyer makes purchases. The Bidder's information will be used to maintain records for Integrity Livestock Sales, LLC, as well as to communicate and provide services to the Bidder.

The e-mail addresses collected shall be used exclusively for communicating with Bidders, Buyers and Sellers registered with Integrity Livestock Sales, LLC. Use of this private information by anyone else for any purpose is strictly prohibited and will result in appropriate legal action.

The Integrity Livestock Sales, LLC website does contain links to outside websites; Integrity Livestock Sales, LLC has no control over or responsibility for the content and/or privacy practices of other sites.

Auctioneer reserves the right to amend these terms and conditions at any time by posting amendments on the Integrity Livestock Sales, LLC website. The amended terms and conditions shall automatically be effective 10 days after they are posted. These terms and conditions were last revised and updated on January 15, 2019.