

GENERAL SALE INFORMATION AND TERMS

SCHEDULE OF EVENTS

Cattle available for viewing now through sale day by appointment at Santa Elena Ranch 7020 Highway 75 South, Madisonville, TX 77864

OCTOBER 26 – 8:00 A.M.

Bidding opens at www.cattleinmotion.com

OCTOBER 28 – 5:00 P.M. – Bidding closes

SALE DAY PHONES

Alfredo A. Muskus: 936-661-0001

Alfredo Muskus 936-661-2121

Josephina Muskus 936-661-1366

Yusmari Uzcategui (Español): 936-661-3085

Office: 936-348-6897

Cattle in Motion: 1-888-554-8437

This sale is governed by Texas law. These terms represent the full agreement between buyers and Santa Elena ranch. Updates posted on www.santelenaranch.com or www.cattleinmotion.com take precedence over catalog.

HOW TO BID

1. Go to www.cattleinmotion.com

2. If you already have a user name, simply sign into your account and "sign up" for our sale.

3. If you do not have an account, you will need to create a new user name and pay a \$1 verification charge to Cattle in Motion.

ALL IN ALL DONE SALE – This format allows the bidding to stay open for 5 additional minutes as long as there is active bidding on the sale. We believe this format gives all interested buyers an opportunity to get their bids in.

PROXY BIDDING – If you are unable to be at the sale during the close out, we recommend using the Proxy Bidding feature. This is similar to a "Max Bid" in eBay. Your proxy bid is 100% confidential. The way this works is that the CIM system will automatically bid for you if someone bids against you, until you reach your maximum amount. If no one else is bidding, the Proxy bid does not bid.

For example, if you are unable to bid at the time of the sale and place a proxy bid of \$12,000. When the auction closed, you could have purchased the heifer for \$7000, because no one else bid against you. It is a wonderful feature, and you can expect the utmost assurance and confidentiality.

PAYMENT & FEEDING TERMS: The terms of the sale are cash, check, bank wire, or credit card to Santa Elena Ranch, Inc. Credit card payments will be billed a 3% convenience fee. Payments are to be made to the Santa Elena Ranch, Inc. immediately following the sale and before any cattle are released. The Buyer or their representative must sign a sales agreement stating these terms when picking up the cattle from the ranch. No cattle will leave the ranch without a secure form of payment. All cattle should be picked up and paid in full by November 30, 2015. Animals will be provided feed at no additional cost to the client until November 30, 2015. After that date, feed costs will be billed at the rate of \$5/per head per day in the pasture or \$12/per head per day in the Santa Elena Show barn. Feed costs must be paid in full when the animal is picked up or before exporting. Santa Elena Ranch promises to give reasonable care to the animal and the Buyer agrees to pay for all necessary veterinary expenses that may occur while at our ranch.

LIABILITY AND INSURANCE: Each animal will become the buyer's responsibility at the close of bidding. Santa Elena Ranch and their personnel will make every effort to provide safety for all animals sold until time of pick up. Ownership of the animal transfers at the time of sale and buyer bears the risk of injury, disease or death. Insurance is available through Howard Miller Livestock Insurance (817-321-1872) or Jensen Livestock Agency (785-374-4372) or a representative of your choice.

CATTLE FOR EXPORTS: All cattle sold for export must be paid in full following the sale and no later than the close of business November 15, 2015. Seller will supply all necessary health testing required for export to the buyer's specific country. They buyer must arrange for the care of the animals until proper health papers can be completed. We recommend using World Wide Livestock Express, Inc. as the exporting company.

HEALTH: Each animal is eligible for a state approved health certificate for interstate shipment. Buyers should make themselves aware of the health requirements for their respective states. Cattle in the state of Texas are certified free of TB and Brucellosis. All sale cattle have been dewormed prior to the sale with Safeguard paste. All animals are assumed to be sound and healthy at the time of sale.

BREEDING GUARANTEE: Cows selling with calf at side or pregnant are assumed to be breeders. No further guarantee is offered. Heifers will be guaranteed natural breeders with the exception of: 1) Injury or disease occurring to the animal after sale date, 2)Gross negligence or intentional misconduct by the buyer, 3) Females used in embryo production programs prior to having a natural calf, 4)Females exhibited at one or more livestock fairs or shows. Buyers must notify Santa Elena Ranch of any fertility concerns within 18 months of the sale. At that time Santa Elena Ranch would have 6 months from the date the animal is returned to our ranch to prove the animal is a breeder.

FLUSHES: Each flush auctioned has a guaranteed minimum of 5 transferable embryos, unless otherwise noted. Buyer will receive all additional embryos of the flush, should there be any. Buyer pays for flushing costs, as well as any flush related expenses. No further guarantees will be given.

PREGNANCIES: Flushes done through IVF will have a guarantee a minimum of 2 Ninty Day pregnancies. Buyer will receive all additional pregnancies or frozen embryos from the flush, should there be any. Donors will be shipped to Trans-Ova Genetics to be flushed. Buyer will be given semen on any of our upcoming herd sires, or have the ability to use their own. Buyers must pay for all flushing expenses including the recip cows.

SEMEN SALES: All semen sold will not be released until payment is made in full. Once paid, all semen will be transferred to an account in the buyer's name at either Brushy Creek Custom Sires or Elgin Breeding Services (buyer's choice) till time of shipping with all storage charges from the facility paid by buyer. Semen has been collected in accordance with CSS standards and is not intended to be reverse sorted. Due to differences in AI technicians and semen handling, we cannot guarantee conception rates. Bid price is per unit times the number of units selling.

REGISTRATION & TRANSFER: All animals sell with completed pedigrees or applications for registration through the American Brahman Breeders Association. Upon payment, Santa Elena Ranch will transfers registration to the buyer.

HALTERBREAKING: Animals listed as halterbroke have been broke to lead and tie by personnel at Santa Elena Ranch. Our cattle are usually gentle and easy to work with, however we can make no guarantees as to future disposition or ability of the calf to be shown by certain individuals after they leave our care.

Announcements posted at www.santaelenaranch.com or www.cattleinmotion.com will take precedence over printed material in this catalog. This sale is governed by the law of Texas. These terms represent the full agreement between buyer and Santa Elena Ranch.

INTERNET BIDDING

All bidding is placed online through the secure Cattle in Motion auction system. If you are not familiar with online bidding, please call any member of our family or the Cattle in Motion Team at 1-888-554-8437 or by email info@cattleinmotion.com. We will be happy to assist you with your bidding.

