

TERMS & CONDITIONS

See complete Terms & Conditions on the web site at:
www.AmazingGreysAlpacas.com.

The following Terms and Conditions as amended by any notices or announcements by the Auctioneer during the auction, constitute the entire agreement between Amazing Greys (the "Host"), sellers of alpacas at the auction (each a "Seller" and collectively the "Sellers"), and bidders and buyers at the auction (each a "Buyer" and collectively the "Buyers"). The "Auctioneer" shall be the party or parties identified by the Host, on or before the Auction, as the Auctioneer for the respective auction event.

TERMS

PAYMENT: Terms are cash payment in full, or with terms approved by the Seller. Payment must be made to the Cashier immediately following purchase, unless other terms have been approved by the Seller. Payments made to the Cashier shall be made payable to "Amazing Greys". All other payments shall be made as directed by the Seller. Seller reserves the right to require a certified check as settlement before releasing the animal. Registration papers for a financed alpaca(s) will not be transferred into the Buyer's name until payment is made in full for the financed alpaca(s). All crias born from financed females will be registered in the Seller's name until the alpaca is paid in full. All signed certificates for services performed from financed males will be signed by the Seller as owner at the time of the breeding until alpaca is paid in full.

Any and all monies generated from the financed alpaca(s) including but not limited to the sale of offspring, breeding service, insurance proceeds, etc will go against the unpaid balance until the alpaca is paid in full.

BIDDING: The highest bidder recognized by the Auctioneer shall be the Buyer. Bids tendered after the fall of the hammer 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 Buyer, 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. The Auctioneer's determination of the successful Buyer hereunder shall be final and conclusive and Buyer waives any claims whatsoever of any nature against the Auctioneer, the Host and the Seller, based on the Auctioneer's final determination hereunder. If a Consignor has submitted a reserve price and highest bidder does not meet this reserve, Consignor has the right to refuse the sale.

RISK OF LOSS: All sales are final upon the fall of the hammer, and an acknowledgement of the Purchase shall be signed by each Buyer following their purchase. All risk of loss, including but not limited to death, injury, or any veterinarian costs for the alpaca becomes the Buyer's risk upon the fall of the hammer. The Host assumes no liability for loss or injury due to theft, mysterious disappearance, sickness, improper handling or Acts of God, and Buyer specifically waives any and all claims it may have against the Host arising out of any of the above occurrences.

REGISTRATION PAPERS: All registration papers will be delivered to Buyer when the alpaca(s) are paid for in full. The Buyer is responsible for all transfer fees.

DEFAULT OF PURCHASE: If any person shall purchase an alpaca 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 alpaca, or at

Seller's option, bring an action for specific performance, in which event the defaulting Buyer agrees to pay all costs 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 purchase price and the total resale purchase price.

TRANSPORTATION: The Buyer, at Buyer's own expense, shall transport the purchased alpaca from the designated location. All alpaca(s) will be transported together from the State of California to the designated location. Physical possession of purchased alpaca(s) will take place outside the state of California. Any Buyer who takes possession of alpaca(s) in the State of California is required by law to pay California Sales Tax (8.0%). It is Seller's responsibility to arrange for California Sales Tax to be collected from Buyer.

Any arrangements or disposition of the alpaca after the purchase other than immediate removal must be made between Buyer and Seller.

CATALOG: Every effort has been made to assure correctness of the auction catalog. However, neither the Host nor the Auctioneer are responsible for any errors or omissions and they assume no liability on their part for statements, either written or verbal on any alpacas sold. To the extent there are any representations and warranties regarding any animal, such representations and warranties shall be deemed to be only made by the Seller of the animal. The respective Seller is the sole warrantor of all such information. Any corrections made at the time of the sale from the Auctioneer's podium shall supersede the catalog and any and all claims made prior thereto.

DIGITAL RECORDING: A digital recording will be made of all auctioned sales which shall be used to settle any questions regarding statements made about animals while they are on the auction stage.

CHANGE OF VENUE: The Sellers and Buyers agree to hold the Host harmless from any and all damages in the event of a change in location, time or date or cancellation or similar modification of the sale, arising from any cause whatsoever.

NO LIABILITY: Any person attending the sale, whether as a Buyer, Seller, observer, or the agent, employee or assign of any person, does so at their own risk and no liability, duties or obligations, and/or responsibilities of any kind or nature shall be imposed upon any of the Host, the Auctioneer, or any of their owners, employees, or assigns, for any accident, injury, mishap, theft, damage, and/or other harm regardless of cause. Buyer acknowledges and agrees that in no event shall the Host, the Auctioneer or any Seller be liable for any incidental, consequential, punitive, exemplary, or special damages of any kind arising as a result of or in connection with this Agreement in any way.

DISCLAIMER OF LIABILITY: Neither the Host, the Auctioneer, nor any agents thereof, make any representations or warranties whatsoever with respect to the subject matter of this agreement, including without limitation, the sale of animals or the services provided hereunder. Any representations or warranties in connection with any animals are made solely by their respective Seller only. Unless otherwise specifically agreed to elsewhere in writing by the Seller, all sales of animals are on an "As-Is" Basis, and the Host, the Auctioneer, and the Sellers disclaim all warranties, whether express or implied, oral or written, with respect to the alpacas and the service provided for hereunder, including without limitation all implied warranties of merchantability or fitness for any particular purpose.