



Triple Son Farms

Cow/ Heifer Purchase Agreement

GUARANTEES

Health

1. Unless otherwise announced, Triple Son Farms guarantees that all animals are eligible for interstate shipment as required by applicable federal and state regulations.

Pedigree, Performance and Genetic Information

1. Triple Son Farms guarantees to the buyer that the pedigree, performance data and genetic information, as represented in any sales materials (including any sale book, supplement sheet or day-of-sale announcement), are accurate.

Sex/ Color

1. Unless otherwise represented by Triple Son Farms, there are no guarantees that offspring will be of a particular sex or color.

Breeding Guarantees

1. Triple Son Farms guarantees that all animals are breeders, with the exception of: (a) calves under 12 months of age at the time of the sale; (b) animals shown after the sale has occurred (in such cases, the breeding guarantees, if any, will be those guarantees as are agreed upon between Triple Son Farms and the buyer); (c) animals who suffer injury or disease following the sale; and (d) animals subjected to gross negligence by or willful misconduct on the part of the buyer.

2. Cows with calves at their side are presumed to be breeders with no further fertility guarantee.

3. "Safe-in-calf" females are guaranteed by Triple Son Farms to have been examined by a competent veterinarian or reproductive technician and determined to be safe-in-calf by examination or other proven method (e.g., ultrasound, pregnancy blood tests, and rectal palpation).

4. "Exposed" females are not guaranteed to be in calf.

5. "Pasture-bred" females have been exposed but are not guaranteed to be in calf.

6. "Open" females are **guaranteed breeders** by Triple Son Farms.

7. Triple Son Farms makes the following guarantees with respect to all "pregnant recipients": (i) that the female is pregnant, (ii) that the resulting calf is of the pedigree represented, and (iii) that the resulting calf is of the sex represented (if so represented).

8. Triple Son Farms assumes makes no responsibility for the viability of pregnancy beyond test date. Abortion, miscarriage, birth defects or problems of pregnancy are the responsibility of the buyer.

Privileges of Return or Adjustment

1. With the exception of any applicable transportation expenses described herein, Triple Son Farms shall never be liable to a buyer for an amount greater than the original selling price of any animal sold under these Sales Terms and Conditions.

2. Unless otherwise stated, all claims for adjustment or refund must be made in writing to Triple Son Farms within 365 days following the sale of the animal in question.

3. If an animal is claimed to be a non-breeder, the animal may be returned to Triple Son Farms if it is in good condition (body condition score of a 5 on a 9 point scale) and complies with the health requirements of the state of LA or TX prospectively. At the option of the buyer, Triple Son Farms may issue a credit to the buyer for use in a future purchase or provide an animal of equal value subject to the approval of buyer.

4. If a female sold as "safe in calf" proves not to be in calf, Triple Son Farms must make a satisfactory adjustment on the purchase price to the buyer, issue a credit to the buyer for use in a future purchase, or provide an animal of equal value subject to the approval of buyer.

5. If a female sold as "open" proves to be with calf, the buyer may return the animal to Triple Son Farms prior to calving for a credit on another animal of equal value.

6. Unless stated otherwise, all transportation expenses incurred will be the responsibility of the buyer.

Miscellaneous

1. The above terms and conditions of sale constitute a contract between the buyer and the seller of each animal and are equally binding upon both parties. Each sale or resale of an animal constitutes a separate transaction.

2. Animals MUST be purchased directly from Triple Son Farms or MUST be consigned to a special sale by Triple Son Farms. Animals MUST be listed as breeding stock. Triple Son Farms does NOT guarantee any animals that are consigned by other producers that may carry the Triple Son Farms brand.

3. These sale terms and conditions and all rights, obligations and duties arising hereunder and all disputes arising hereunder will be construed in accordance with, and governed by, the laws of the state in which the sale of the animal or animals occurs, without giving effect to such state's choice of law rules.

UNLESS OTHERWISE EXPRESSLY STATED IN THESE SALE TERMS AND CONDITIONS OR ANY OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES RELATING TO THE SALE OF CATTLE UNDER THESE SALE TERMS AND CONDITIONS, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO THE PARTIES. THE REMEDIES PROVIDED IN THESE SALE TERMS AND CONDITIONS ARE THE EXCLUSIVE REMEDIES OF THE BUYER, OR ANY PARTY CLAIMING THROUGH THE BUYER, AND UNDER NO CIRCUMSTANCES WILL THE SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

Buyer

TSF Representative

Date