

Terms and Conditions

Thank you for participating in our online auction. We have a system in place to provide you with a live feed from the auction floor. The camera will show you the animal for sale and you will hear the bidding live through your computer. Make sure to turn up the sound. Our consignors have been requesting this service and as you can appreciate nothing is like being at the auction in person. This system is the next best thing, but there is a possibility that it may fail. We have backups in place. We have phone lines for you to call. WE CANNOT AND WILL NOT BE HELD RESPONSIBLE SHOULD THE SYSTEM FAIL.

THE SALE WILL BE CONTROLLED BY THE AUCTIONEER PROGRAM. Transcon Livestock Corp, is not responsible for malfunctions or system errors which cause a bid or bidder to fail to be recognized or registered. If there is a dispute, the Auctioneer, may re-open the bidding at the Auctioneer's sole discretion and shall serve as the sole arbiter as to who is or is not allowed to bid. The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or break down properties or quantities offered, to sell out of scheduled sequence, to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding and to accept or reject any or all bids. Absentee bids may be accepted at the discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw any property at any time.

Every effort has been made to insure that your purchase is a sound, informed decision. However, neither Transcon Livestock Corp., nor its software providers, auctioneers, or vendors can insure that the information provided to us is accurate or complete. It is the sole responsibility of our buyers/bidders to satisfy themselves with regard to the integrity of each property at time of auction and purchase. Each sale is final, and there can be NO CONTINGENCIES. This is our pledge to the sellers of these properties as part of the auction tradition.

AS IS, WHERE IS AND WITH ALL FAULTS". ALL OF THE PROPERTIES WILL BE SOLD BY SELLER AND AUCTIONEER "AS IS, WHERE IS AND WITH ALL DEFECTS". WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS OR THE PURCHASE AGREEMENT, ALL PROSPECTIVE PURCHASERS/BIDDERS ACKNOWLEDGE AND AGREE THAT THEY ARE BIDDING FOR AND, IF THE WINNING BIDDER, ACQUIRING THE PROPERTY IN ITS PRESENT STATE AND CONDITION AS OF AUCTION DAY, WITH ALL DEFECTS, BOTH PATENT AND LATENT, AND WITH ALL FAULTS OF THE PROPERTY WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR THAT MAY HEREAFTER ARISE. THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY;

Bidding and Winning. The bidder user name given to you at the outset of the Auction upon qualifying as a Bidder shall be used by you during the Auction to bid on Properties. To purchase a particular Property at the Auction, one must be acknowledged by the Auctioneer as the Winning Bidder (the bidder to whom the Auctioneer acknowledges the Property as being "SOLD" to) Online Bidders will be notified immediately if they are the high bidder and shall be instructed to expect the purchase and sales agreement by Facsimile or by email, and tender their payment within 2 (two) business days following the auction sale.

The Purchaser shall pay to Transcon Livestock Corp, the full contract price as hereinbefore mentioned and upon full payment possession and ownership shall pass to the Purchaser.

No property interest or ownership in the livestock shall pass from the Vendor to the Purchaser, and no lien, encumbrance, charge or claim, affecting any interest in the property or ownership of the said livestock in question shall take priority over the Vendor's property interest or equity in the livestock, until the said Vendor has been paid the full Contract Price.

If Payment is by cheque, the purchaser certifies that there is on deposit to their credit at the Bank on which the cheque is drawn, sufficient cleared funds to meet payment and that said funds will remain available for payment of said cheque upon presentation.

Please acknowledge this limitation by endorsing your consent to participate in Transcon Online.

I agree to participate in the auction online and understand the terms and conditions and the limitations should the online system not operate properly and I hereby release Transcon Livestock Corp. and Transcon Online from any claims as a result of any failure in the online auction system and thereby my inability to bid at the auction online.

In order to comply with Canada's anti-spam laws, Transcon Livestock Corp. would like to ensure that we have your consent to receive our publications, announcements, advertisements, messages and other communications (collectively, the "Communications") from time to time for the purpose of: (i) sharing our information with you; or (ii) establishing, developing and/or managing our relationship with you.

Accordingly, by accepting the terms and conditions you will continue to receive Communications from us. If you have any questions, or should you wish to withdraw your consent at any time, please feel free to contact us at:

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