

*General Terms and Conditions - EDJE Technologies, Inc.  
(www.EDJEAuctions.com) and The American Belgian Blue Breeders, Inc*

The following describes the terms whereby EDJE Technologies, Inc. & [www.EDJEAuctions.com](http://www.EDJEAuctions.com) and American Belgian Blue Breeders, Inc. [www.belgianblue.org](http://www.belgianblue.org) offers access to our services.

The following terms and conditions are applicable to all sales and purchases through our website(s). We may amend these terms and conditions at any time by posting the amended terms on our site.

**Eligibility to use our site.** Registering to view auctions on our site is free upon completing the required registration process. In order to bid on and purchase livestock/merchandise on our site, you must register for online bidding approval by submitting your application to bid. Upon approval, you will be allowed bidding privileges at the auction. Online bidding/buying privileges are available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available for minors. If you do not qualify, please do not use our services. We may refuse our services to anyone at any time, in our sole discretion.

EDJEAuctions.com (EDJE Technologies, Inc.) is Only a Venue. The Buyer hereby agrees and acknowledges that (I) EDJEAuctions.com (EDJE Technologies, Inc.) has no control over the Buyers or Sellers, their identities, the quality or accuracy of products being offered by the Seller or the ability of the Buyer to complete any transaction; (II) EDJEAuctions.com (EDJE Technologies, Inc.) facilitates online participation in the auctions but is not a party to any actual transaction between the Buyers and Sellers; and (III) EDJEAuctions.com (EDJE Technologies, Inc.) does not control whether an item is actually sold and to which bidder an item is sold.

## **1. General Terms**

- o Any announcements at the time of auction or bidding will take precedence over material previously provided.
- o Livestock/Consignments are sold FOB buyers trucks (transportation). All shipping of any kind shall be at Buyer's expense.
- o All livestock/consignments sold through EDJE Technologies, Inc. and American Belgian Blue Breeders, Inc. are purchased subject to federal and state inspection.
- o Any extraordinary health certificates, tests, or documentation required for shipment shall be at Buyer's expense.
- o We reserve the right to postpone or cancel a sale, without notice, if we determine in our discretion that such action is appropriate.
- o Bids are queued by the EDJEAuctions.com host computer in the order received. Bid positions are awarded on a first come, first serve basis.

**2. Services.** The Buyer agrees and acknowledges that (I) EDJEAuctions.com

(EDJE Technologies, Inc.) is not a certified Auction House and is solely a passive conduit to facilitate the auctions and communication between the buyers and Sellers and that (II) EDJEAuctions.com (EDJE Technologies, Inc.) reserves the right in its sole discretion to change some or all of its services at any time.

**3. No Guarantee.** EDJEAuctions.com (EDJE Technologies, Inc.) does not guarantee or covenant the accuracy of the product description or that the images used to illustrate products are correct or do not violate trademarks or copyrights. EDJEAuctions.com (EDJE Technologies, Inc.) does not guarantee or covenant that the Auction technology, the EDJEAuctions.com site or any related services will meet your requirements or be uninterrupted or error-free. EDJEAuctions.com (EDJE Technologies, Inc.) does not guarantee real-time performance of any service or that it will execute all online or absentee bids. EDJEAuctions.com (EDJE Technologies, Inc.) has not undertaken any review or due diligence with respect to the information contained on the EDJEAuctions.com site and provides no guarantees, covenants, representations or warranties with respect to the said information and its accuracy or with respect to the integrity or solvency of the "sellers" who post property for sale through the EDJEAuctions.com site.

**4. No warranties.** You as buyer agree that EDJEAuctions.com (EDJE Technologies, Inc.) is not providing any warranty, covenant or representation with respect to the products sold or auctioned through the EDJEAuctions.com site and that all such warranties, covenants and representations are provided by the "seller" identified in the site. Without limiting the generality of the foregoing, only the "seller" can provide you with warranties of title, non-infringement, merchantability or fitness for a particular purpose. You hereby acknowledge as buyer that the EDJEAuctions.com software, the data entered into the software, the seller's auction information, or any of the EDJEAuctions.com services to be provided may be incorrect, or may be publicly available, or may not be or become available due to any number of factors including without limitation periodic system maintenance, scheduled or unscheduled, acts of God, technical failure of the software, errors and omissions made in uploading auction data, failure of telecommunications infrastructure, or delay or disruption attributable to viruses, denial of service attacks, increased or fluctuating demand, power failures, system or server failure, travel delays, internet failure, hackers, and actions and omissions of third parties.

**5. Limitation on liability.** You assume any and all damages resulting from your use of EDJEAuctions.com (EDJE Technologies, Inc.)/ and American Belgian Blue Breeders, Inc. [www.belgianblue.org](http://www.belgianblue.org). Services and auction software and the information contained in or compiled by the software, and the interaction (or failure to interact properly) with any other hardware or software whether provided by EDJEAuctions.com (EDJE Technologies, Inc.) or a third party. To

the maximum extent permitted by applicable law, in no event will EDJEAuctions.com (EDJE Technologies, Inc./ and American Belgian Blue Breeders, Inc., Its officers, directors, employees, agents, its affiliates, the EDJE Technologies, Inc., its suppliers or licensors, be liable for any special, incidental or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of goodwill; work stoppage; hardware or software disruption impairment or failure, repair costs, time value or other pecuniary loss) arising out of or in connection with this agreement or the use or inability to use the EDJEAuctions.com (EDJE Technologies, Inc.) Services and software, or the incompatibility of the software with any hardware software or usage, or negligence of EDJEAuctions.com (EDJE Technologies, Inc.) or of any of its officers, directors, employees, agents, its affiliates, its suppliers or licensors.

**7. Bidder Services.** EDJEAuctions.com (EDJE Technologies, Inc.) offers Buyers the opportunity to participate online as bidders in auctions and to compete with other online bidders and traditional on-site bidders ("Bidder Services"). EDJEAuctions.com (EDJE Technologies, Inc.) reserves the right, in our sole discretion, to add, delete or change some or all of our services at any time without notice.

**8. No Cost.** Currently, the use of EDJEAuctions.com (EDJE Technologies, Inc.) bidder services is free. EDJEAuctions.com (EDJE Technologies, Inc.) reserves the right, in our sole discretion and upon reasonable notice, to charge for Bidder Services in the future.

**9. Eligibility for Specific Auctions.** Sellers may have different standards for approving individual auction participants, you may be required to apply for and obtain approval to participate in a specific auction. Approved Buyers will receive a Bidder Number. Approval to participate in one auction does not guarantee approval to participate in any other auction. EDJEAuctions.com (EDJE Technologies, Inc.) and each seller reserve the right to refuse to approve any person applying to participate in any auction. See Livestock terms and conditions attached.

**10. Auction Dates and Times.** Auction dates and times are set by the Seller and are subject to change without notice.

**11. Bidder Information.** Bidder Information includes any information you provide to us during the registration or bidding, in any public message area or through any email feature. You hereby represent and warrant that your Bidder Information: (a) is true and accurate.

**12. Bids.** By placing a successful bid, you are entering a binding agreement between yourself and the Seller. Bids for a particular item are subject to a

minimum bid increment as posted. If you bid an amount below the minimum increment your bid will not be accepted. If you bid an amount between increments, EDJEAuctions.com (EDJE Technologies, Inc.) will automatically round your bid down to the nearest increment. Once accepted bids may not be retracted or cancelled and, upon acceptance by the Seller, constitute a binding agreement between the Buyer and Seller. Bids for an item do not apply to subsequent offerings of identical or similar items. A bid that was unsuccessful may be reinstated if a problem arises with a higher bid.

**13. Release.** Because EDJEAuctions.com (EDJE Technologies, Inc.) is not a party to any actual transaction between bidders and Auction Companies, in the event that you have a dispute with one or more Auction Companies arising out of your use of Bidder Services, you hereby release EDJEAuctions.com (EDJE Technologies, Inc.), its agents, employees, officers and directors from any claims, demands and damages (whether direct or indirect) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

**14. No Agency.** This Agreement does not give rise to any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between yourself and EDJEAuctions.com (EDJE Technologies, Inc.).

**15. Assignment.** You will not assign or transfer this Agreement, or any of its rights and obligations hereunder without EDJEAuctions.com (EDJE Technologies, Inc.) prior written consent.

**16. Contact Information.** Should you have any questions concerning this Agreement, or if you desire to contact EDJEAuctions.com (EDJE Technologies, Inc.) for any reason, please call (866)-839-3353.