



I, _____ (name)
 of _____ (address) and _____
 (Agency) hereby on this day _____ (date) request AuctionsPlus Endorsement to list stock in

AuctionsPlus Forward Contract Sales

If endorsed, I agree to the following:

1. To comply with the AuctionsPlus Forward Contract Terms and Conditions for the species for which I am requesting endorsement. I understand that aspects of the sale not included in the Forward Contract Terms and Conditions will be covered by the AuctionsPlus Operating Conditions
2. All stock are to be assessed by an appropriately endorsed Accredited Assessor prior to auction. Forward Contract Assessment endorsement may only be obtained from AuctionsPlus.
3. For Cattle sold on a Forward Contract Basis, a 60 Day National Vendor Declaration will be required to accompany all cattle at the time of delivery to the Purchaser, unless otherwise agreed by the parties.
4. All stock are to be offered on a cents per kilogram basis. No sales will be on a dollars per head basis.
5. Reserve prices will be set in accordance with standard AuctionsPlus Operating Terms and Conditions.
6. At the time the Selling Agent lists the stock on the AuctionsPlus System, the Selling Agent or Vendor will nominate the delivery specifications for the stock.
7. Dentition of stock to be delivered to the Purchaser must be nominated in the catalogue accessed on the AuctionsPlus website. Any stock delivered outside of the nominated specifications will be discounted as per the Purchaser's regular discount schedule, to be provided within 2 business days of the conclusion of the sale or if the Purchaser does not provide a matrix of penalties for stock outside delivery specifications, then the standard AuctionsPlus Operating Conditions tolerances will apply.
8. Stock sold on a cents per kilogram Liveweight basis will be weighed at a certified weighbridge, or at destination certified weighbridge if within 500 km radius of the Vendor's property. If stock are offered in numbers suitable to transport as a B-Double load, the certified weighbridge must be a registered B-Double weighbridge with no split weighing permitted. The Vendor must pay the weighbridge fees unless otherwise stated by the Accredited Assessor.
9. For cattle offered on a cents per kilogram liveweight basis, and trucked full, Shrinkage is to be applied as per the table below unless otherwise stated by the Accredited Assessor in the assessment or mutually agreed upon in writing by the Selling Agent or Vendor and Purchaser.

Distance Travelled	Cattle Shrink Applied
0-100km	5%
101-200km	4%
201-300km	3%
301-400km	2%
401-500km	1%
501+ km	0%

10. Stock are to be delivered to the Purchaser within the minimum and maximum live or carcase weight range indicated on assessment. Any stock delivered outside of the nominated specifications will be discounted as per the Purchaser's regular discount schedule, to be provided within 2 business days of the conclusion of the sale or if the Purchaser does not provide a matrix of penalties for stock outside delivery specifications, then the tolerances will apply as per the Forward Contract Terms and Conditions for the relevant species (unless the Selling Agent or Vendor and Purchaser agree otherwise).
11. If the purchaser does not provide a matrix of penalties, the discount to be applied to the purchase price for stock falling outside defined tolerance on weight range, and/or by numbers exceeding the defined tolerance will be applicable as per the Forward Contract Terms and Conditions for the relevant species (unless the Selling Agent or Vendor and Purchaser agree otherwise).
12. For stock sold on a cents per kilogram Liveweight basis, individual induction or arrival weights are to be adjusted to the pay weight to determine if any price adjustment is applicable.



AuctionsPlus

13. If the Purchaser requests an extension of the delivery date, and the Selling Agent or Vendor agrees to the extension of the delivery date, the Purchaser forfeits all delivery assessment protections on factors that change over time, including weight, fat score and dentition
14. Any variations to the Contract of Sale, including but not limited to delivery date, weight specifications to be supplied, breed, age, dentition, accreditations or certifications and number of head may only be permitted if agreed to in writing by the Selling Agent or Vendor and the Purchaser.
15. AuctionsPlus will not be in breach of these Forward Contract Terms or be liable for any failure or delay in the performance of AuctionsPlus' obligations under these Forward Contract Terms or Operating Terms and Conditions to the extent that the failure or delay is wholly or partially caused, directly or indirectly by a Force Majeure event or any act or omission of the Selling Agent, Vendor or Purchaser.
16. The delivery date of stock is binding unless a Force Majeure event applies or a written alternative agreement is made between the Vendor or Selling Agent and the Purchaser. "Force Majeure" is defined as an extraordinary event or circumstance beyond the control of the affected party which prevents the affected party's performance of its obligations, such as a war, strike, riot, crime or an event described as an act of God.
17. Force majeure does not include no delivery because of:
 - (a) market supply or price variance to the Selling Agents Terms and Conditions at the time of delivery;
 - (b) adverse seasonal conditions not physically preventing delivery;
 - (c) protocol changes;
 - (d) mechanical failures;
 - (e) delayed shipping.
18. Notwithstanding any other provision of these Forward Contract Terms, AuctionsPlus may terminate or suspend a user's access to the AuctionsPlus System for failure to comply with the Forward Contract Terms or the Operating Conditions at any time without notice.
19. The Selling Agent, Vendor or Purchaser must not assign the performance or any part of these Forward Contract Terms without the prior written consent of AuctionsPlus.
20. The Selling Agent, Vendor and Purchaser must comply with their respective obligations under the Contract of Sale, including in relation to payment obligations of the Purchaser.
21. I will take into account current and forecast seasonal conditions as well as past stock performance in order to accurately project stock specifications at delivery
22. Following the sale, I will monitor stock sold on a forward contract basis to assess whether weight gains are occurring as projected
23. In the event that stock are not performing as projected (e.g. higher or lower than projected Average Daily Weight Gains), and will not meet specifications on the nominated delivery dates, I will ensure that adequate notice is given to buyers to request any changes to the contract specifications (such as weight or delivery date)
24. I, or a representative of the selling agent, will be present at delivery to draft stock according to the specifications catalogued
25. I will not knowingly or deliberately deliver stock that do not fit the specifications of the assessment
26. I understand that AuctionsPlus will seek feedback from buyers on all Forward Contract sales, and should stock be delivered outside of specification without prior written agreement from the buyer, this endorsement may be revoked at AuctionsPlus' discretion.

Name: _____

Assessor Number: _____

Requesting Endorsement for (circle one or both): **Sheep** **Cattle**

Signature: _____

Date: _____

AuctionsPlus Use Only

Endorsement Approved: **Yes** **No**

Endorsement Approved for (circle one or both): **Sheep** **Cattle**

Approved by: _____

Signature: _____

Date: _____