

# **Terms & Conditions of Sale**

## **Adopted by the Braunvieh Association of America**

### **August, 2008**

**Bidding and Applicable Law:** All cattle listed in this offering comply with prevailing sales terms and conditions as set forth by the laws of the state wherein the sale is conducted. There are no warranties, expressed or implied, by either the auctioneer or the consignor, except as set forth herein, as to the merchantability of fitness for any particular purpose of any animal offered in this sale.

**Announcements:** Any change of information other than in the catalog will be announced from the auction block and such announcements shall take precedence over printed material. All statements made from the auction block or those made by the seller (in private treaty) must be documented by seller if requested by the buyer at time of sale.

**Terms:** Terms of sale are cash unless satisfactory credit arrangements have been made with the seller previous to the sale of any animal so affected.

**Purchasers Risk:** Each animal becomes the property of and therefore is also is the risk of the purchaser as soon as it is sold

**Health Requirements:** **1)** All cattle entered for sale meet the health regulations of the state in which they are sold. All other agreements regarding the health of the animal will be between the buyer and seller and should be documented in writing. **2)** If sale cattle are returned to the seller for an adjustment they must meet the health requirements of the state they are returned to.

**Certificate of Registry:** Each animal that is catalogued, offered and sold as a registered animal shall have a certificate of registry available at time of sale. When an animal is sold as “eligible for registry” or “registry applied for”, the seller shall be responsible for obtaining the certificate of registry and for proper transfer of the certificate to the purchaser including full payment of transfer fees.

**Identification:** Each animal at time of sale must have a readable tattoo or brand corresponding to that shown on the certificate of registration. All cattle shall be inspected by the sale consignor and the licensed veterinarian providing health papers to insure that cattle are properly identified with a permanent identification number. This identification is to be recorded on health papers.. A copy of this should be made available to the new owner by sale management. Identification numbers must match information on registration certificate of sale animals. Should an animal be sold with out a permanent ID, it will be at the seller’s expense that the sold animal be DNA verified.

**Expected Progeny Differences:** EPD’s printed in sale catalogs are to be current at time just prior to catalog printing. EPD’s are updated regularly through the year as data is submitted on animals and animals in their pedigree which means all EPD’s are subject to change by and after sale date.

**Authenticity of Pedigree:** When an animal, through DNA parent verification, is determined to have ancestry other than that reported on the registration certificate, the

buyer may return this animal per the terms located in this document. Or, if agreeable with the buyer, the seller may have the certificate corrected at the seller's expense with verified parentage and the buyer maintaining ownership. Any adjustment provided herein, if selected, shall absolve the seller from further liability for authenticity of pedigree to the buyer.

**Breeding Guarantees and Definitions:**

1.) Females are guaranteed to be breeders, with the exception of: **a)** female calves sold at side of dam, **b)** injury or disease occurring to the animal after time of sale, **c)** gross negligence or willful misconduct on the part of the purchaser, **d)** females used in ovum transplant after time of sale, **e)** cows sold with calf at side of female that calves after sale to a breeding prior to the date of sale.

2.) A full disclosure of females breeding information should be provided in the sale catalog. This information should include all A.I. and pasture exposure dates on pregnant or exposed females. In case of multiple service sires, this must be noted in the sale catalog.

3) If a female is sold "safe in calf" to a given sire or sires on a specified date or dates and proves not to be represented accurately, the buyer may return the animal. **3.)** Females weaned and older are to be pregnancy tested by a licensed vet or blood tested with documentation provided on sale day. Females sold as open heifers (including heifers from split pairs) are guaranteed to be open.

4.) The purchaser of a female animal may have her examined within fourteen days after purchase date. Should the pregnancy status or breeding status of any female so examined be found not as represented at the time of sale, gives the buyer the right to return animal per the terms located in this document.

5) Bulls are to have a breeding examination done by a licensed veterinarian with documentation provided sale day. Bulls are guaranteed to be breeders (defined as the ability to settle healthy cows by the time the bull is 18 months of age) with the exception of: **a)** bull calves sold at side of dam, **b)** injury or disease occurring to the animal after the time of sale, **c)** gross negligence or willful misconduct on the part of the purchaser, **d)** bulls shown competitively after the sale. Should a bull not meet this guarantee the buyer may return this animal per the terms located in this document.

6) Any guarantees with respect to the ability to freeze semen shall be made by separate agreement between the buyer and seller.

7.) In the event an animal is claimed to be a nonbreeder (male or female), the animal may be returned to the seller per terms located in this document. The seller shall be entitled to a six month trial period following the return of the animal in which to prove the animal is a breeder. If at the end of the six months, the seller is unable to prove the animal is a breeder, the seller shall refund the purchase price. If the animal is proven to be a breeder the animal is to be returned to the buyer at the sellers' expense.

**Inherited Deformities Guarantee:** All bred females are guaranteed not to produce a calf with a Class 1 genetic defect, occurring for a period of nine months following date of sale. This guarantee is effective only under the following conditions: **1)** The buyer shall notify the seller immediately after determination is made and shall permit the seller to obtain blood samples of the genetically deformed calf, its sire and dam for blood typing analysis to establish parenthood. **2)** The animal shall be returned by the buyer to the seller at the buyers' expense, provided the animal meets the health requirements of the seller's state. **3)** The return of the purchase price in connection with the animal producing genetic deformities shall be deemed full satisfaction and settlement.

4) In the case of Albinism, which is a Class 2 genetic defect, all known carriers are to be represented as albinism carriers in sale catalog and announced from the sale block as Albinism Carriers. Should an animal sold which had not been previously tested for Albinism and buyer desires to test for Albinism the test cost will be the responsibility of the buyer. If a sold animal is found to be a carrier and the buyer notifies the seller within six months time in writing, the buyer is entitled to a full refund of purchase price or exchange for an animal of equal value. Calves sold at side of cow or split at sale time carry the same guarantee as the cow. Progeny born to bred females do not carry any guarantee to be free of albinism defect.

**Embryo Transfer:** 1) Seller should provide upon request a complete history of embryo transfer activity for any female offered for sale. 2) Withholding information on the existence of frozen embryos or ET pregnancies at time of sale would be considered an unethical practice. 3) Females which have been flushed are to be listed as a donor cow.

### **Horned/Scurred/Polled Definitions and Guarantees:**

**Definitions: Horned** – Animal with horn growth affixed to the skull that has or has not been removed. **Polled/Scurred** – An animal with rudimentary horn growth that is not affixed to the skull at sale date. **Smooth Polled** – A smooth polled individual has no scurrs at sale date. **Homozygous Polled**- An animal which has been dna tested and deemed to be homozygous polled by a dna lab. Homozygous Polled animals can be scurred.

**Guarantees: 1)** If an animal is sold as polled or polled/scurred and proves to be horned, the seller shall be obligated to refund the purchase price upon return of the animal to the farm of the seller of equal value, whichever is acceptable to the buyer. The buyer has thirty days from the date of sale to notify the seller that an adjustment is in order. **3)** If any animal is sold as polled or smooth polled and develops scurrs, the seller will not be obligated to make any adjustment as a scurred animal is considered polled. **4)** If an animal is sold as polled and has scurrs, it shall be announced at the time of sale that it has scurrs. If it is not announced and the buyer finds before the animal leaves the sale premises that the animal has scurrs, the buyer must notify the seller of the findings. The seller shall be obligated to give the option of a refund of the purchase price to the buyer. **5)** If an animal sold as dna tested homozygous polled, sires or has a horned calf, the seller shall be obligated to refund the purchase price upon return of the animal to the seller. The buyer has one year from date of sale to notify the seller that an adjustment is in order. Should the animal sold sire or have a scurred calf the seller will not be obligated to make any adjustment as a scurred animal is considered polled.

**Return or Adjustment of Sale Animals:** The following adjustments do not preclude the right of the buyer and seller to mutually agree upon other terms and conditions for settlement of any dispute. **1)** All claims for adjustments or refund must be made in writing either within 6 months from the date of sale or if return time is stated herein and in relation to a particular issue, that stated time frame bears precedence over the aforementioned 6 month time frame. **2.)**The cost to return an animal to the seller for a refund shall be at the expense of the seller. **3.)** Any cost of care from time of sale to return to seller is the responsibility of the buyer. **4.)** Animal must be returned in acceptable condition which is similar to condition at time of sale, unless the health of an animal does not allow this and this is documented by a licensed veterinarian. Should an animal be returned and not in comparable condition from sale time due to lack of nutrition, the seller is not liable for return shipping cost. **5.)** Should an animal be

attempted to be returned with any physical injury which occurred after sale date the seller is no longer responsible to return sale price or make exchange for an animal of equal value. 6.) The return is to be in compliance with the health requirements of the seller's state.

**Exchange of animal or Sale Credit:** The cost of returning an animal for exchange shall be at the cost of the seller. Both seller and buyer must agree that animal being exchanged is of equal value at time of return of original animal. Cost to ship newly exchanged replacement animal will be at the cost of the buyer. Should buyer and seller agree to exchange returned animal for another animal of agreed equal value or should seller agree to offer a sale credit for upcoming sales, these terms are to be between buyer and seller. All details are recommended to be documented and signed by both parties to avoid issues arising from any said deal at a later date.

**Return of Cow/Calf Pairs:** For cases of return of Cow/Calf Pairs sold for one price and bred females which calve after sale date, 1/3 of the purchase price will go towards the calf and 2/3rds toward the cow for the purposes of return or replacement.

**Limits and Obligations:** If the afore mentioned suggested terms and conditions are adopted, they should constitute a contract between buyer and seller for each animal sold under those terms, and as such, should be binding upon both parties. Animals resold following the purchase in a sale shall constitute a separate transaction and privileges and obligations of the original two parties connected thereto are not covered by the terms and conditions of the sale.

**Order of Addressing Complaints:** Any claims made in relation to the above terms and conditions are to be submitted first to seller. Should buyer not feel the terms and conditions are not being met they should contact the Sale Manager or Sale Committee. Should they still not have satisfaction and have need of further assistance in resolving issues, the complete matter should be documented and submitted to the BAA Sale Committee, who if unable to resolve complaints will refer the matter to the Ethics Committee. When appropriate, any rulings made by the Ethics committee on ethic issues in relation to any sale/purchase of a BAA registered animal will use the BAA Sale Terms and Conditions to resolve disputes.