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## AMERICAN GELBVIEW ASSOCIATION SUGGESTED SALE TERMS AND CONDITIONS

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

**BIDDING:** All animals sell to the highest bidder. The auctioneer shall settle any disputes or challenges regarding bids and his decision shall be final. Mailed or telephoned bids may be forwarded to the sale management or auctioneer and will be handled with strictest confidence. Prior arrangements for telephone bids at sale time must be made with sales management or the auctioneer.

There are no warranties, expressed or implied, by either the auctioneer or seller, except as set forth herein, as to the merchantability or fitness for any particular purpose of any animal offered in this sale. The right to bid or the right to reject the final bid, if done before the hammer falls, is reserved for the seller.

**INSURANCE OF PURCHASES AND RISK:** Owner assumes all risk of injury or death to his or her animals until they become the property of the purchaser. They become the property of purchaser when declared sold by the auctioneer. Purchasers are encouraged to consider animal insurance.

**ACCIDENTS:** All reasonable precautions will be taken to protect the safety of buyers and others attending the sale. Buyers acknowledge that they assume any risk of injury or property damage by their attendance at the auction, even if caused by negligence of the auctioneer, sales management or the host farm. The auctioneer, sales management or the host farm assumes no responsibility for injury or loss or damage of property.

**HEALTH TESTS:** All animals will have the necessary official identification necessary for interstate movement in conjunction with Animal and Plant Health Inspection service (APHIS). Seller agrees to cooperate with Buyer in administering any specific additional test that may be required for an animal purchased for export. Purchaser shall be responsible for the cost of any such test except as may be otherwise agreed.

## BREEDING GUARANTEES AND DEFINITIONS

**FEMALES:** Females are guaranteed to be breeders, with the exception of female calves sold at side of dam, injury or disease occurring after time of sale, gross negligence or willful misconduct on the part of the purchaser, females used in ovum transplant after time of sale, females shown competitively after time of sale, and cows with calf at side.

Cows represented as being "safe in calf" will have been examined by a licensed veterinarian and are so guaranteed. They are considered breeders without further guarantee. Females with a "due to calve" date in the remarks columns are considered safe in calf. A bred female is defined as to have been serviced by a bull either by natural breeding or artificial insemination, but it does not necessarily mean that the female is safe in calf from that service. A pasture-bred female is a female that has been exposed for the time stated, but it does not necessarily mean that this female is safe in calf to that bull. An open heifer is a virgin heifer that has never been exposed to a bull either through natural service or artificial insemination. An open cow is a cow that has not been exposed to a bull either through natural service or artificial insemination since the birth of her last calf. Calves sold off their dams (split pairs) shall carry the full breeding guarantee.

**MALES:** Bulls are guaranteed to be breeders (defined as ability to settle healthy cows by 18 months of age) with the exception of bull calves sold at the side of dam, injury or disease occurring to the animal after time of sale, and gross negligence or willful misconduct on the part of the purchaser. Seller does not make any guaranty with respect to ability to freeze semen except as otherwise agreed between the buyer and seller.

**ADJUSTMENTS:** The following adjustments do not preclude the right of buyer and seller to mutually agree upon other terms and conditions for settlement of any dispute.

All claims for adjustment or refund must be made in writing either within six (6) months from the time of sale or not later than six (6) months after the animal reaches eighteen (18) months of age, whichever occurs first, with the exception of claims involving misrepresentation of service sire or as otherwise provided herein.

If a female is sold as "safe in calf" to a given sire or sires on a specified date or dates and said representations are untrue, the buyer is entitled to a refund of the purchase price from the seller upon return of the animal to the farm of the seller at the seller's expense.

In the event any animal is proven to be a non-breeder, the animal may be returned to the farm of the seller, at the buyer's expense, if in good physical condition and the return is in compliance with the health requirements of the state where purchased. Upon return, the seller shall be entitled a six (6) month trial period in which to prove the animal is a breeder. The seller may, at his option, replace the animal with another of equal value, refund the purchase price or provide credit, toward the purchase of an animal in a subsequent sale. Any of these options chosen by seller shall be deemed full satisfaction and settlement. Any animal returned to seller will be at the purchaser's risk until the animal arrives at a location agreed upon by the seller. No guarantee is given concerning the length of gestation period of any pregnant female.

**CALF CONDITION:** The seller is not responsible for damage caused by foreign bodies or injury after the animal has been sold or for sickness not apparent at sale time.

If a female is sold as "open" and proves to be with calf at time of sale and proven pregnant within sixty-days after sale, the buyer may return the animal to the farm of seller prior to calving for a refund of the purchase price, credit in a subsequent sale or for another mutually acceptable adjustment. It shall be the obligation of the seller to bear all expenses incurred for transportation of the animal in question to the farm of the seller. The seller shall be consulted and shall agree to the shipping method and timing of animal being delivered back to seller.

Any adjustment provided herein shall absolve the seller from further liability.

#### **HORNED/POLLED/SCURRED DEFINITIONS AND GUARANTEES**

**HORNED:** An animal with a horn growth affixed to the skull that has or has not been removed.

**POLLED/SCURRED:** An animal with rudimentary horn growth that will not develop into a horn. The rudimentary horn growth may or may not become affixed to skull at an older age.

**POLLED:** An animal with absence of horn growth. (An animal can have scurs and still be genetically polled.)

**SMOOTH-POLLED:** A smooth-polled individual has no scurs and does not develop scurs later in life.

**MULTIPLE BLACK:** indicates that the animal descends from a multiple generation pedigree of black animals, at a minimum both parents and all four grandparents were black. It does not guarantee that the animal will be homozygous for the black color.

**MULTIPLE POLLED:** indicates that the animal descends from a multiple generation pedigree of polled/scurred animals, at a minimum both parents and all four grandparents were polled/scurred. It does not guarantee that the animal will be homozygous for the polled trait.

**AGA REGISTRATIONS AND TRANSFERS:** Each animal that is catalogued, offered and sold as a registered animal has 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 the proper transfer of the certificate to the purchaser including full payment of transfer fees.

**PURCHASER'S RISK:** Each animal becomes the property of and therefore Purchaser assumes the risk of injury to the animal as soon as it is sold, except it shall be the obligation of the seller insure that animals are fed and cared for free of charge until loaded for shipment or until the expiration of forty-eight (48) hours after the sale, whichever occurs first.

**ANNOUNCEMENTS:** Any errors or changes in information contained in the catalog will be announced from the auction block. Such announcements shall take precedence over information contained herein. The sale will be tape recorded for future reference.

**RIGHTS AND OBLIGATIONS:** The above terms and conditions of sale constitute a contract between the buyer and seller of each animal and shall be equally binding on both. Animals resold following purchase in this sale shall constitute a separate transaction and the rights and obligations of the parties connected thereto are not covered by the above terms and conditions of this sale. The host farm, auctioneers, or any other person connected with the management or conduct of this sale does not assume any liability, legal or otherwise, except as set forth above.

#### **HOMOZYGOUS BLACK HOMOZYGOUS POLLED WARRANTY**

All warranties regarding cattle being homozygous black or homozygous polled, or both, are agreements between the original buyer and seller and extend only to the original buyer. The liability of the seller shall not exceed the amount of the original purchase price and the seller must be notified in writing within 24 months following the date of purchase for this warranty to be enforceable.

In the event an animal sold as homozygous black or homozygous polled is determined to be heterozygous for the warranted trait, the seller will make tender a replacement animal of equal value of the purchase price, refund the purchase price or offer sale credit to be used toward the replacement of that animal in a subsequent sale, within a reasonable time. The seller must have the opportunity to inspect the animal in question and, at seller's expense, DNA test the calf and its parents and perform such other tests as necessary to confirm that the calf is heterozygous for the trait in question.

#### **DISCLAIMER**

**These terms and conditions of sale are recommended by the American Gelbvieh Association (AGA) as a guide for use by its members and auction sales of breeding animals. Members are free to utilize any, all or none of these recommended terms, at their exclusive discretion. The AGA assumes no liability, legal or otherwise, for any expenses incurred for the enforcement of these terms and conditions of sale, or for the failure of either buyer or seller, or their agents, to perform their duties and obligations thereunder.**