



## Holstein Association Recommended Terms and Conditions for Public Sales

EFFECTIVE MARCH 2, 1996 - Amended October 1, 1997, June 28, 2000 and June 23, 2002

**TERMS:** The terms of the sale are cash unless arrangements are made prior to the sale. Satisfactory settlement must be made with the clerk of the sale immediately after the close of the sale. Only when the above conditions are met will the buyer be entitled to the warranties listed below. Animals will be released only on a signed order from the clerk when presented to the barn superintendent. In no case will animals be released unless settlement is made with the clerk of the sale.

**EXPORT SALES:** Arrangements regarding health requirements and health tests for a specific importing country shall be a matter of agreement prior to the sale between seller and potential buyer. Otherwise, the buyer assumes all responsibilities for all health tests.

**BIDS:** The highest bidder shall be the buyer. Bidding parties or their agents are responsible for all bids placed. Every animal or lot is pledged to absolute sale. In case of dispute, the animal or lot shall again be put up for advance bids, and if there be no advance bid, the animal or lot shall be sold to the person from whom the auctioneer on the stand accepted the last bid. In case two or more claim the bid, the auctioneer in the box shall indicate the party whose bid he recognized. Other claimants will be given an opportunity to increase the bid and bidding will be restricted to the two or more claimants.

**BY-BIDDING:** Bidding directly or indirectly on an animal or lot in which the bidder or any person for whom the bid is made has an ownership interest is prohibited unless the intention to bid is disclosed specific to each animal in the catalog and announced when the animal enters the ring.

**RISK:** All animals located at sale site are at the purchaser's risk as soon as struck off, but will be cared for free of charge for 24 hours. Purchasers must make arrangements for the care of their purchases beyond the 24 hour period, unless sold for export in keeping with separate terms. Animals are solely at the consignors risk prior to selling in the event of fire or other eventuality.

**CERTIFICATES OF REGISTRATION** will be furnished by the seller showing transfer on the records of the Holstein Association to the purchaser and will be provided free of charge within a reasonable period of time.

### WARRANTIES:

1) Each consignor warrants clear title to the animal or lot, and the right to sell same.

2) To the best of the seller's knowledge, each animal is sound and healthy in every respect and embryos have been recovered, processed, frozen, transferred and graded in keeping with IETS recommendations unless otherwise noted in the catalog or announced from the auction stand. Every precaution will be taken to represent the physical condition of each animal or embryo, donors or recipients exactly as is known. Examination of all purchases should be made immediately after the purchase and before the close of the sale, and if found not to be as represented, complaint must be reported to the sale management before the close of the sale. In the event no complaint is filed, it is understood that the buyer assumes full ownership in the case of animals at sale site together with all risks, after which no representations of the seller can be challenged through the sale management. Heifers that never calved are in no way guaranteed as to the condition of their udders following calving. No guarantee is made concerning freedom from hardware unless so announced.

3) The consignor guarantees his animals to be breeders, but not beyond the purchase price, with the following understanding:

**a. Males** - Should any bull after reaching the age of four teen months fail to prove a breeder after being used for four months on cows known to be breeders, the matter shall be reported in writing to the consignor within three months of stated limit who shall then have the privilege of four months time in which to prove the bull a breeder, before refunding the purchase price or making other settlement satisfactory to the buyer.

**b. Females** - Any female when sold that has freshened normally within ninety days prior to the date of sale is, by that fact considered a breeder, except where the freshening is the result of embryo transfer. Should any other female when fresh over ninety days, fail to become pregnant within four months of sale date; or if less than eighteen months old when sold, fails to become pregnant by the

time she reaches the age of twenty-one months; after having been bred to a bull known to be a breeder, and after having been examined/treated by a licensed veterinarian, the matter shall be reported in writing to the seller within three months of the stated limit. The seller shall then have the privilege of four months time in which to prove the animal a breeder by service to a Registered Holstein bull before refunding the purchase price or making other settlement satisfactory to the buyer. In case an unfreshened heifer repeatedly fails to carry a natural pregnancy to term she must be considered a non-breeder. Pregnancy through embryo transfer does not qualify a female as a breeder. Females bred when sold and pronounced in calf are presumed to be pregnant but pregnancy is not guaranteed unless so announced. The seller makes no warranty that pregnant cows will deliver calves or that they will carry calves full term.

**c.** If, after the sale, embryos or oocytes are recovered from a female or she is superovulated, this negates the breeding warranty unless there is a separate written agreement between buyer and seller.

**SHIPPING:** Assistance will be given in shipping the animals after the sale. All costs, risks and responsibility will be borne by the purchaser, with the exception of special terms for export purchases. Transportation charges on all animals subject to adjustment shall be paid by the shipper.

**PEDIGREE INFORMATION:** All production, classification, type and production summaries are current. Only records recognized by the Association as acceptable for pedigrees are used with type of record shown in pedigrees contained herein and are identified as to type of record. Any production or classification records supplied by the seller or consignor will be properly identified as provided by owner.

**PARTNERSHIPS AND SYNDICATES:** In each case of a multiple-owned animal, each person or firm included on ownership will be identified.

**EMBRYO TRANSFER:** All registered animals that have resulted from embryo transfer are identified with the suffix ET in the name. Any unregistered animals that resulted from ET are so identified. Any manipulation as aspirating oocytes, in vitro fertilization and maturation, splitting, nuclear transfer or other technology will be identified and will be a matter of record in the Association office. Donor dams are identified.

**HEALTH WARRANTY:** The seller will provide an official health certificate to the buyer for each animal showing the results of all health tests made in preparation for this sale including but not limited to the following.

**Tuberculosis** - Each animal other than calves under four months of age has passed a negative test for tuberculosis within thirty days of date of sale. Type of test will be shown.

**Brucellosis** - Each animal, other than un-cataloged baby calves, and official calftooth vaccinated females under twenty months of age, has passed a negative test for brucellosis within thirty days of sale.

Requirements for tuberculosis and brucellosis may be modified in areas that are brucellosis and/or tuberculosis free when limited dispersion within a free area is obvious and as may be dictated by state regulations.

Other health warranties in this sale shall be disclosed. The results of any future health test is not guaranteed.

**JOHNE'S DISEASE:** No animal is warranted to be free of Johne's Disease. The seller and sale management hereby notify the buyers that all animals are sold with no warranty. Any animal that is a member of a herd enrolled in an official state supervised Herd Status Program may be identified as such with status level shown.

**ERRORS:** The material in this catalog has been carefully edited. If any error or omissions are discovered, they will be announced. Such announcements to take precedence over the matter of print in this catalog, except for those pertaining to by-bidding.

**ACCIDENT:** The sale management, the consignors, and the owner of the grounds will not be responsible in any case for the condition of the grounds or the behavior of the animals and disclaim any liability in the event of personal accident or property loss.

**LIMITATIONS OF WARRANTIES:** Warranties contained herein, unless terminated earlier, will cease upon the resale of an animal.