

Terms and Conditions of Sale

TERMS

Payments of the price shall be made in cash, and animals shall not be released to the buyer until satisfactory settlement has been made.

BIDS

The Auctioneers shall accept all bids, other than those considered to be irresponsible, and the bidder offering the highest bid shall be the buyer. In case of dispute as to the successful bidder, the animal shall again be put up for advance bids, and if there be no advance bid, the animals shall be sold to the bidder from whom the Auctioneer accepted the last bid.

Every animal advertised for sale at auction is pledged to be absolute and positive sale (unless withdrawn for just cause prior to being offered for sale).

By-bidding is prohibited except in the case of joint ownership when the purpose of the bidding is to reapportion the owners' shares and provided that the intention to so bid and the purpose thereof is announced prior to all bidding for the animal in question.

All reserve bids of guarantee of price to be received from the sale of any animals are prohibited.

RISK

Animals purchased at auction shall be held at the buyer's risk as soon as they have been struck off as sold.

ERRORS

Any error noted in the catalogue will be announced from the Auctioneer's stand. Any announcements from the Auctioneer's stand will take precedence over any matter in the catalogue.

CERTIFICATES

Each animal offered for sale as registered must be registered in the Herd Book of the Association. If any animal is offered for sale as eligible for registration, the seller and the sales manager are responsible for obtaining the certificates of registry, and application therefore must be made before the animal is sold. If the certificate of registry, together with the certificate of transfer, is not provided to the buyer within 60 days following the date of the sale, the buyer is entitled at his option to return the animal and to a refund of the purchase price. The seller shall provide certificates of registry and transfer to the buyer without charge.

PURITY

All animals are 100% pure unless otherwise specified.

EXPORT

a) Where the seller agrees to stand export health tests (and in the case of an auction begins), the animal shall be considered at the seller's risk when sold or in the case of an auction, struck off. If, however, the animal subsequently fails to pass any of the relevant health tests within 180 days of the sale, then at the buyer's option, the contract may be rescinded, the animal returned and the sale price (if paid in whole or in part) shall be refunded. The sale price is payable and the contract of sale considered to be executed and final, upon the animal passing the stipulated health tests, or upon the expiration of 180 days, whichever shall first occur.

b) The animal may be left in the seller's custody until the sale is rescinded or becomes executed and final. In that event, the seller shall not be liable to the buyer for any loss or injury provided the seller shall reasonably care for and feed the animal while in his custody.

c) All necessary arrangements for export health tests will be made by and at the expense of the buyer.

WARRANTIES

The seller warrants clear title to and the right to sell each animal offered for sale.

All animals offered for sale are warranted to be sound.

BREEDING ANIMALS

Unless otherwise stated, all animals are guaranteed to be breeders in accordance with the following:

a) MALES

Should any bull after reaching the age of one year fail to prove to be a breeder after being used for four months on cows known to be breeders, the matter shall be reported in writing to the seller, who shall be entitled to a period of four months following the date of such notice in which to prove the animal a breeder. If the seller fails to prove the animal a breeder, the animal shall be returned to the seller and the sale price refunded at the buyer's option. In order to qualify as a breeder, a bull must be able to perform a natural service.

b) FEMALES

Save as hereinafter excepted, all females fifteen months of age or older at the date of sale are guaranteed to be breeders. Should a female which has not yet freshened be sold, not pregnant, having reached the age of fifteen months and fail to come pregnant within four months after service to a registered bull of the same breed known to be a breeder, and after treatment by a qualified veterinarian, such circumstance shall be reported to the seller in writing. If the seller fails to prove the female breeder, the sale may be rescinded and the sale price refunded at the buyer's option.

c) A female which gave birth to a calf within a period of three months prior to the date of sale is deemed to be a breeder.

d) A female pregnant when sold is deemed to be a breeder.

e) There is no guarantee that a female which, after the sale, is subjected to multi-ovulation or single embryo transfer, is a breeder.

f) Females under fifteen months of age at the date of sale are sold subject to a guarantee that such a female will, upon attaining 12 months of age, be certifiable by a qualified veterinarian as possessing adequately developed reproductive organs.

g) There is no guarantee that a female

- i) will give birth to a normal calf, or
- ii) carry a calf full term.

STAPH STATUS

Milking females sold with staph negative status are guaranteed by the seller to be staph negative for 10 days following the sale. Dry cows sold are guaranteed staph negative for 10 days after they freshen.

GENERAL

The sales manager is the seller's agent and is not personally responsible for any warrants, guarantees or representations made bona fide in reliance upon information provided by the seller. The seller is responsible for all such warrants, guarantees and representations.

Complaints should be made to the seller or sale manager before the close of the sale.

In all cases the seller's responsibility to the buyer is limited to the sale price paid by the buyer.