



# HOLSTEIN ASSOCIATION TERMS AND CONDITIONS FOR PUBLIC SALES

EFFECTIVE MARCH 2, 1996 - Amended October 1, 1997, June 28, 2000, June 23, 2002, and March 26, 2010

**TERMS:** The terms of the sale are cash unless arrangements are made prior to the sale or are printed in the sale catalog. Only when the above conditions are met will the buyer be entitled to the warranties listed below. In no case will animals be released unless settlement is made with the clerk of the sale.

**RESPONSIBILITY:** The seller, buyer, and manager of this sale are obligated to comply with the provisions of these terms and conditions.

**EXPORT SALES:** Buyer assumes all responsibility for health tests required by the importing country.

**BIDS:** The highest bidder is the buyer. Bidding parties or their agents are responsible for all bids placed. Every animal or lot presented for bidding is pledged to absolute sale. In case of dispute, the animal or lot will again be put up for advance bids, and if there is no advance bid, the animal or lot will be sold to the person the auctioneer accepted the last bid from. In case two or more claim the bid, the auctioneer will 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 by the sole owner of any animal or lot is prohibited unless the intention to bid is disclosed specific to each animal in the catalog and announced when the animal enters the ring. Bidding by any member of a partnership, syndicate, or other entity having an ownership interest in an animal or lot is permitted.

**TRANSFER OF OWNERSHIP:** For all Registered Holsteins<sup>SM</sup>, the transfer of ownership to the buyer will be recorded on the records of Holstein Association USA and a certificate of registration showing that transfer of ownership will be provided to the buyer free of charge. For embryos, the transfer of ownership to the buyer will be recorded on the records of Holstein Association USA free of charge to the buyer.

**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 a maximum of 24 hours following the end of the sale.

## 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 lot 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.
- 3) **Breeding Warranty**  
The seller guarantees all animals to be breeders, but not beyond the purchase price, with the following understanding:
  - a. Males - Should any bull after reaching the age of fourteen months fail to prove a breeder after being used for two months on cows or heifers known to be breeders, the matter shall be reported in writing to the seller within three months of the sale date. The report must include the animal's examination record, a written statement of treatment, and a statement of the animals' inability to breed,

by a licensed veterinarian. The seller has the option to refund the purchase price or make other settlement that is satisfactory to the buyer. In either case the rights of ownership of the animal return to the seller. The seller makes no guarantees with respect to the ability to freeze semen.

- b. Females - All females are guaranteed to be breeders with the exception of:
  1. Cows over 7 years of age when sold;
  2. Cows and/or heifers carrying a pregnancy that is the result of an embryo transfer.

Report of a non-breeder must occur in writing within 3 months of the date of sale or before the animal reaches 21 months of age and must be submitted to the seller. The report must include the animal's examination record, a written statement of treatment, and a statement of the animals' inability to breed, by a licensed veterinarian. The seller has the option to refund the purchase price or make other settlement that is satisfactory to the buyer. In either case the rights of ownership of the animal return to the seller.

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 an attempt is made to superovulate her, this negates the breeding warranty unless there is a separate written agreement between buyer and seller.

**SHIPPING:** Assistance will be given in arranging shipping of the animals after the sale. All costs, risks and responsibility will be borne by the purchaser.

**PEDIGREE INFORMATION:** All production, classification, type and production summaries are current. Only information recorded on Holstein Association USA pedigrees is used. Any production or classification records supplied by the seller or consignor will be properly identified as provided by owner. Records in progress are identified as such.

**GENOMIC INFORMATION:** If genomic information on the animal or embryo is available, it must be dated and disclosed at or before the time of sale.

**EMBRYO TRANSFER:** All registered animals that have resulted from embryo transfer are identified with one of the following suffixes in the name: ET, ETS (from split embryo), or ETN (from nuclear transfer). If unregistered, the appropriate technology will be identified. 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 as required by the state where the cattle reside. Other health tests completed for this sale will be disclosed.

**ERRORS:** The material in this catalog has been carefully edited. If any errors or omissions are discovered, they will be announced. Such announcements take precedence over that printed in this catalog.

**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.