

Terms and Conditions

1. CONTRACT:

The following terms and conditions shall constitute a binding contract between the buyer and seller unless otherwise agreed to in writing.

2. BUYER'S RISK:

At the time of sale an animal becomes the immediate risk and property of the buyer unless otherwise agreed to in writing.

3. LIABILITY:

Under no circumstances shall the seller be responsible for more than the purchase price of an animal. Without limiting the generality of the foregoing, no incidental expenses such as feed, care, loss or delay of calf crop, veterinarian expenses, loss of use of money, etc. shall be charged by either party when making settlement. All transportation charges on an animal returned to the seller (and if applicable back to the buyer) shall be for the account of the buyer.

4. ANNOUNCEMENTS:

Any written or verbal announcement made at auction sales shall take precedence over the material previously circulated (i.e. catalogue). When a confirmation of purchase slip or an agreement is used at auction, it is strongly recommended that all changes be written on the same prior to the buyer's signature.

5. TRANSFER OF OWNERSHIP:

In all sales wherein the animal sold is represented as registered, the seller (at his expense) must, within six months of date of sale, provide to the buyer, a duly transferred registration certificate for that animal as prescribed by the Canadian Hereford Association.

6. PARENTAGE TESTING:

The buyer of an animal may at his or her cost and discretion have an animal parentage tested in the manner prescribed by the Canadian Hereford Association. If testing confirms parentage different from that indicated at the time of sale, then the seller must offer an adjustment to the buyer within 30 days of receiving written notice of such difference by double registered mail or personal delivery. If the buyer refuses the adjustment or does not receive one, then the seller shall forthwith refund the entire purchase price plus testing costs, to the buyer upon the return of the animal to the seller.

7. BREEDING GUARANTEES GENERAL:

All animals are sold as guaranteed breeders, except under one or more of the following conditions:

- a) when sickness, injury, malnutrition or any other condition occur after the date of sale such that in the opinion of a licensed veterinarian the fertility of the animal in question is impaired;
- b) on a female used for embryo transplant;
- c) on a female subjected to drugs or substances used for estrus control;
- d) on a female when sold under 6 months of age and in a package with her dam.

(When sold under 6 months of age as an individual, the breeding guarantee applies).

- e) on a female when sold with her suckling calf (under 6 months of age) as a unit. When sold with a suckling calf 6 months of age or older either separately or as a unit, the breeding guarantee applies).

No guarantee is made or implied regarding the ability of a female to produce embryos unless specifically announced or agreed to in writing.

FEMALES

Should a female prove to be a non-breeder after being inseminated and/or exposed to a bull (known to be a breeder) for a period of 4 months, the buyer must report same in writing to seller by double registered mail or personal delivery within 6 months of the first insemination or exposure to the bull. This notice must be supported by a written report from a licensed veterinarian. The seller shall have the right to prove the female a breeder within four months of the buyer returning the female to the seller. If the female is not pregnant (as determined by a veterinarian) at the end of this 4 month period, then the seller shall forthwith refund the full purchase price to the buyer.

- a) **Open Females:** If a female is sold as open and is subsequently proven to be pregnant at the time of sale then the buyer must notify the seller in writing by double registered mail or personal delivery. This notice must be supported by a written report from a licensed veterinarian. The seller shall, within 30 days of receipt of such notice, offer an adjustment to the buyer. If the buyer refuses adjustment or does not receive one, then the seller shall forthwith refund the full purchase price to the buyer upon the return of the female to the seller.
- b) **Bred Females:** A female exposed to or served by a bull or inseminated less than 45 days before sale date is deemed not to be safe in calf and indeed if proves to be open, no adjustment is necessary from the seller.
- c) **Safe in Calf Females:** A female exposed to or served by a bull or inseminated 45 days or more prior to sale is deemed to be safe in calf. Should the female prove not to be safe in calf, the buyer must report the matter to the seller in writing by double registered mail or personal delivery within 30 days of sale. This notice must be supported by written report from a licensed veterinarian. Within 30 days of receipt of such notice, the seller shall offer an adjustment to the buyer. If the buyer refuses the adjustment or does not receive one, then the seller shall forthwith refund the full purchase price to the buyer upon the return of the female to the seller.

If a female proves to be in calf to a bull other than the service bull disclosed or to a service date other than disclosed at the time of sale, and

if the buyer wants an adjustment, the buyer must report such matter to the seller in writing by double registered mail or personal delivery. Within 30 days of receipt of such notice the seller shall offer an adjustment to the buyer. If the buyer refuses an adjustment or does not receive an adjustment then the seller shall forthwith refund the full purchase price to the buyer upon the return of the female (and calf if calved) to the seller.

PREGNANT RECIPIENTS

If a pregnant recipient is proven to be any of the following: (a) open, (b) in calf to another mating, (c) in calf to the same mating but due other than the date corresponding to the implant date, (d) in calf resulting in a natural calf for the recipient, then the purchaser must report same to the seller in writing by double registered mail or personal delivery, within 30 days of discovery. This notice must be supported by a written report from a licensed veterinarian. Within 30 days of receipt of such notice, the seller shall offer an adjustment to the buyer. If the buyer refuses an adjustment or does not receive one, then the seller shall forthwith refund the full purchase price to the buyer upon the return of the female (and calf if calved) to the seller.

MALES

All males sold at six months of age or older are guaranteed to be breeders by the age of 15 months.

When a bull over 15 months of age proves to be a non-breeder after being exposed to females known to be breeders, the buyer shall report the matter to the seller in writing by double registered mail or personal delivery within 3 months of date of first exposure. This notice must be supported by a written report from a licensed veterinarian.

In the event such notice is served, the seller shall have the right to prove the bull a breeder. This must be done within 60 days of the date the buyer returns the bull to the seller. If the seller fails to prove the bull a breeder within 60 days (as supported by a written veterinarian's report) then the seller shall forthwith refund the full purchase price to the buyer.

No guarantee regarding the freezing ability of a bull's semen is made or implied in the sale of a bull unless specifically announced or agreed to in writing.

8. GENETIC ABNORMALITY POLICY

a) the seller will be responsible for informing buyers of all known information relative to genetic abnormalities.

b) buyer will assume all risk associated with the purchase of known and unknown genetic abnormality carrier animals provided the seller has disclosed all known information relative to said genetic abnormalities.

c) seller is not responsible for any new genetic abnormalities that are recognized by the CHA after the sale of an animal or genetic material.