



American Black Hereford Association Suggested Sale Terms and Conditions- June 2017

Suggested Sale Terms and Conditions

American Black Hereford Association (ABHA) – January 2013

These suggested sale terms and conditions have been drafted for optional use by sellers in auctions, private treaty sales, internet auctions, embryo sales, semen sales and any other Black Hereford genetic material. Each individual will have to decide on their own whether to use these suggested sale terms in their entirety, partially or not at all.

The ABHA Board of Directors has made the following suggestions for Black Hereford sales:

Announcements

Any change of information in the catalog or supplement sheet will be announced from the auction block or the internet site in case of internet auction. Such announcements will take precedence over any printed material or supplement sheet.

Sale Terms

All sales are cash unless satisfactory credit arrangements have been made between the buyer and seller prior to the sale.

Buyer's Risk

The animal or sale entry becomes the buyers risk as soon as sold. However, the seller of the animal should provide free reasonable care until loaded for shipment or for 24 hours after the sale, whichever occurs first.

Identification

1. It is the seller's responsibility to make sure each animal sold has a readable permanent tattoo corresponding to the registration certificate.
2. The buyer should check all tattoos for accuracy when they take possession of the animal and report any discrepancies to the seller immediately.

Certificate of Registration

It is the seller's responsibility to furnish the buyer a transferred registry certificate free of charge within 30 days of the sale date or the receipt of full payment.

Artificial Insemination/Embryo Transfer

1. Females sold bred requiring a sire's Non-Owner Breeding Certificates are the responsibility of the seller unless otherwise specified by the seller.
2. Non-Owner Breeding Certificates required for registration of purchased embryos are the responsibility of the buyer unless otherwise agreed.

Health

The seller guarantees that all animals are eligible for interstate shipment as required by federal and state regulations, unless otherwise stated or announced.

Expected Progeny Difference (EPD)

1. ABHA Expected Progeny Difference values are predictions of how future progeny will perform. These predictions are not guarantees and will change as new data is added to the analysis each year.
2. It should be recognized that Black Herefords are a relatively new breed and performance data is being continually added to the breed's performance data. EPD accuracy values for Black Hereford are low when compared to other breeds with large amounts of performance data. Because of the low accuracy values for most Black Herefords all should consider the possible change that is associated with the different accuracy values.

Breeding Guarantees

1. All females are guaranteed breeders, with the exception of: (a) calves under 12 months of age at the time of the purchase; (b) animals subjected to gross negligence or willful misconduct by the buyer; (c) any female fitted for show without the sellers' agreement or for female's place in an embryo transplant program.
2. All males are guaranteed breeders, with the exception of: (a) calves sold under 12 months of age at the time of sale and have not been allowed to run with cows until the animal is 14 months of age or more. A bull can be a guaranteed breeder if he has passed a fertility test performed by a qualified veterinarian or a competent reproductive technician. Any agreement with respect to the ability to freeze semen shall be a separate agreement between seller and buyer.
3. Females with a calf at side are considered breeders with no further guarantees.
4. Females labeled 'Safe in Calf' are considered breeders if examined by a competent veterinarian or reproductive technician or examined by other proven methods.
5. 'Served' or 'Pasture Exposed' females have been exposed to a bull, but are not guaranteed breeders.
6. 'Open' females are guaranteed to be open by the seller.
7. Any agreement about breeding guarantees with females in embryo transplant should be between seller and buyer.

Return or Adjustment of Sale Animals

1. All claims for adjustment or refund must be made in writing to the seller within 180 days following the date of the sale unless otherwise stated by the seller at the time of the sale.
2. If an animal is claimed to be a non-breeder, the animal may be returned to the seller if it is in good condition and complies with the health requirements of the seller's state. At the option of the buyer, the seller may issue a credit to the buyer for use in a future purchase or provide an animal of equal value subject to the buyer's approval. Should the buyer exercise either option, the claim shall be deemed satisfactorily resolved. In the event the buyer requests a refund of the purchase price, the seller can either refund the purchase price to the buyer or have 180 days from the date of the animal's return, to conduct a trial to demonstrate proof the animal is a breeder. If the animal is proven to be a breeder, it is the responsibility of the buyer to take delivery of the animal and pay all transportation expenses.
3. If a female is sold 'Safe in Calf' proves not to be in calf, the seller must make a satisfactory adjustment on the purchase price to the buyer or, at the buyer's option, refund the purchase price when the animal is returned to the seller's farm.
4. If a female sold as 'Open' proves to be with calf, the buyer may return the animal to the farm of the seller prior to calving for a refund of the full purchase price or another animal of equal value whichever is acceptable to the buyer. In this case the seller is responsible for the transportation expense.

Rights to Genetic Material

If the seller retains any genetic material of an animal being sold that can be used for cloning, the seller must disclose such to the potential buyer prior to the sale.

Genetic Abnormalities

1. The seller has the responsibility to notify any potential buyer of any test results for which an animal tested positive as a carrier of any genetic defect or genetic factor recognized by the American Black Hereford Association. Such a test must have been done by a laboratory approved by the American Black Hereford Association.
2. The seller has the responsibility to notify the potential buyer of an animal that is labeled a potential carrier notation on its pedigree for any defect recognized by the American Black Hereford Association.

THE ABOVE SUGGESTED SALE TERMS AND CONDITIONS SHALL CONSTITUTE A CONTRACT BETWEEN SELLER AND BUYER OF EACH ANIMAL SOLD UNDER THESE TERMS AND SHALL BE BINDING FOR BOTH PARTIES. ANIMALS RESOLD FOLLOWING PURCHASE IN A SALE SHALL CONSTITUTE A SEPARATE TRANSACTION AND THE PRIVILEGES AND OBLIGATIONS OF THE ORIGINAL TWO PARTIES CONNECTED WITH THE FIRST SALE ARE NOT COVERED BY THE TERMS AND CONDITIONS OF THE ORIGINAL SALE.

NEITHER THE AMERICAN BLACK HEREFORD ASSOCIATION NOR ANY DIRECTOR, OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ASSOCIATION ASSUMES ANY LIABILITY, LEGAL OR OTHERWISE, IN CONNECTION WITH SALE OR TRANSACTION UNDER THE TERMS OF THE SUGGESTED SALE TERMS AND CONDITIONS.