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MEMBERS SEAL OR GUARANTEE (Extract From Horned Herefords Australia Constitution)

44. MEMBERS SEAL OR GUARANTEE. FOR PRIVATE SALES OR PUBLIC AUCTIONS.

Members agree to meet the recommended terms and conditions of sale guarantee of Horned Hereford Australia Herd book bulls and females as well as semen and embryos from Horned Hereford Australia herd book animals,

44.1 RECOMMENDED TERMS & CONDITIONS PRIVATE SALES – PUBLIC AUCTIONS

- (a) The Board of Directors of the Horned Herefords Australia make the following recommendations
- (b) Continue to build public confidence in the individual breeder by his assuming the responsibility for the genetic soundness of the cattle he sells as he does now regarding breeding soundness and freedom from other defects.
- (b) Utilise the recommended terms and guarantees by the use of the following statement in catalogues' of private and consignment sales:
- (c) "The cattle offered for sale are sold under the terms and guarantees recommended by the Horned Herefords Australia with reference to health, freedom from defects, reproductive unsoundness and freedom from specific genetic unsoundness. The recommended refunds or adjustments will be made in case animals fail to live up to the seller's guarantee".

Recommended terms and guarantees are as follows:

44.2 IDENTIFICATION

It shall be the obligation of the seller to determine that each animal sold carries a readable tattoo.

44.3 BIDDING

Each animal will be sold to the highest bidder without reservations.

44.4 BIDDING DISPUTES

The auctioneer will settle any disputes as to bidding. His decision on such matters shall be final.

44.5 TERMS

Terms of all sales will be cash unless arrangements are made between purchaser and seller prior to sale.

44.5 ANNOUNCEMENTS

- (a) Corrections or additions of any information contained in the sale catalogue will be announced from the auction stand and such announcements will take precedence over any printed material.
- (b) It is the responsibility of the seller in a public auction to provide to his Agent representative or the sale manager, in writing, prior to the sale, a listing of corrections of information printed in the sale catalogue.

45 PURCHASER'S RISK

The animal becomes the property of the purchaser as soon as sold but it shall be the responsibility of the seller to see that animals are properly cared for, free of charge to purchaser, until delivered to him or until the expiration of 24 hours after the sale, whichever occurs first.

46. BREEDING GUARANTEE

General:

46.1

- (a) All animals are guaranteed to be breeders with the exception of:
- (b) Calves under 12 months of age at time of purchase:
- (c) Any open heifer placed in an embryo transplant program after purchase and prior to her having a natural calf.
- (d) Any bull that settles a healthy cow that he serves shall be considered a breeder.
- (e) Females will be considered safe in calf after examination by a licensed veterinarian.
- (f) Females that have been bred/served but not examined by a licensed veterinarian are not guaranteed pregnant.
- (g) Females that are pasture exposed may be described as having been exposed to service but are not guaranteed to be in calf.
- (h) When selling semen interest only, the bull is guaranteed to produce semen, which will survive the freezing process and upon post-thaw will settle a healthy cow.

46.2 EMBRYO

- (a) Embryo transplant calves shall be clearly identified in sale catalogue as embryo transplants, with the capital letters E.T. at the end of their name.
- (b) It is the obligation of the seller to clearly state the terms and conditions offered as a breeding guarantee of cows which have been promoted or used as a donor cow and such shall be announced from the auction block and/or placed in writing, available to prospective purchasers.
- (c) Any guarantees offered by the seller relating to the produce of embryo mating (recipient and unborn calf) shall provide complete details of the guarantees in writing, to prospective purchasers; in absence of any guarantees,
- (d) IN ORDER TO HOLD THE SELLER LIABLE ON ANY OF ABOVE GUARANTEES THE PURCHASER MUST FIRST COMPLY WITH THE REQUIREMENTS AND PROCEDURES SET FORTH **(47)**.

47. PURCHASE AGREEMENTS

It is the obligation of both purchaser and seller who enter into a contract agreement to specify all terms and details of possession, interest and sales involving all partners.

48 GUARANTEE OF GENETIC SOUNDNESS

- (a) All animals are guaranteed not to produce a calf with a confirmed genetic abnormality for a period of three years following the date of sale. This guarantee is effective only under the following conditions:
- (b) The purchaser shall notify the seller immediately upon birth of such calf or immediately after such determination is made and shall permit seller to obtain blood, hair or tissue samples (which ever method is the current policy of HHA) of the questionable calf, its sire and dam for analysis to establish parenthood.
- (c) The purchaser will return the animal to the seller at the purchaser's expense providing the animal meets the health requirements of the seller's locality.
- (d) The return of the purchase price in connection with a confirmed genetic abnormality shall be deemed full satisfaction and settlement.
- (e) The seller and/or purchaser price in connection with a confirmed genetic abnormality shall be deemed full satisfaction and settlement.

49 REGISTRATIONS – TRANSFERS

A certificate of registry and transfer will be furnished for each animal sold, and the transfer application shall be applied for within 30 days of date of sale and shall specify change of ownership as of the date of sale. It shall be the responsibility of the seller and/or sale manager to see that applications for transfer properly prepared and submitted to the purchaser or HHA whichever method is set down in the current rules for fee's and charges.

50. EXERCISING OPTIONS FOR ADJUSTMENT

- (a) The purchaser must notify the seller of his dissatisfaction with an animal in writing within six months of the Sale date. This does not apply to **(45)**
- (a) In the event an animal is claimed to be a non-breeder, the purchaser may return the animal to the seller's farm if in good condition and is accompanied with a health certificate indicating that the animal is free from infectious and contagious disease. This is done at purchaser's expense. The seller is then entitled to six months trial following return of the animal, at which time he will have the opportunity to determine the animals breeding ability. If at the end of six months the seller is unable to prove the animal a sound breeder, the seller shall have the option to replace the animal unable to prove the animal a sound breeder, the seller shall have the option to replace the animal with another of similar quality or to refund the purchase price. If the seller determines the proven breeding ability of the animal it shall be the obligation of the purchaser to accept delivery of the animal. All transportation is to be at the purchasers' expense.
- (b) If a female is sold under the conditions "safe in calf" and she proves to not be pregnant, the purchaser may receive service of the bull to which she was previously served, if available, or service to another bull of the purchaser's choice owned by the seller, or an adjustment of 25 percent of the purchase price which should be considered satisfactory settlement and will relieve the seller from further liability except in case such female proves to be a non-breeder. The expense of transportation shall be an obligation assumed by the purchaser.
- (c) If a female is sold as "served" or "pasture bred" and proves not be safe in calf, the purchaser may return the female to the farm of the seller at the purchaser's expense to be served to the bull previously used, if available, or to another bull made available by the seller and agreed upon by the purchaser.

The Aforementioned Terms And Conditions Shall Constitute A Contract Between The Purchaser And Seller Of Each Animal Sold Under These Terms And Shall Be Binding Upon Both. Animals Resold Following Purchase In A Sale Shall Constitute A Separate Transaction And The Privileges And Obligations Of The Original Two Parties Connected Thereto Are Not Covered By The Terms And Conditions Of This Sale.

It Is Understood And Agreed Neither The Horned Herefords Australia, Nor Its Officers, Directors Or Employees Are In Any Way Responsible Or Liable For Enforcing The Terms And Conditions Of The Agreement In Transactions Between Purchasers And Sellers