

BOARD ACTION

The American Hereford Association (AHA) Board of Directors met in Kansas City, Mo., April 13. During the meeting the Board approved a revised recommended terms and conditions for public and private sales. The following is the revised terms and conditions, which is also available at Hereford.org.

Private Sales – Public Auctions

The Board of Directors of the American Hereford Association (AHA) makes the following recommendations:

Bidding

1. All cattle or genetic material (embryos, semen or any DNA material) offered for sale will be sold to the highest bidder. The person in charge of the sale (seller, auctioneer, or sale manager whether live public auction or internet auction) will settle any disputes with regards to bids, and his/her decision will be final.

Announcements

1. Corrections or additions of any information in the sale catalog will be announced from the auction stand or on the Internet site (in the case of Internet auctions) prior to the selling of the animal or genetic material, and such announcements will take precedence over any printed material.
2. Animals that are carriers of known genetic abnormalities will be either so indicated in the sale catalog, announced from the auction block, or both.
3. It is the responsibility of the seller in a public auction to provide the sale manager, in writing, prior to the sale, a listing of corrections of information printed in the sale catalog.

Payment Terms

1. All sales are for immediate cash settlement unless other credit arrangements have been established between buyer and seller prior to the sale.

Buyer's Risk

1. The animal or genetic material becomes the property and risk of the buyer 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 buyer or until the expiration of 24 hours after the sale, which ever comes first.

Identification

1. It is the obligation of the seller to make sure that each animal sold has a readable tattoo corresponding to its registration paper.
2. Buyers have a responsibility to recheck the tattoos after taking possession and reporting any discrepancies to the seller immediately.
3. In the case that an animal is marketed under a nickname, the nickname must also be accompanied by the official registered name and registration number.

Certificate of Registration

1. Seller shall transfer a breeding animal to buyer within 10 days of settlement.
2. The official AHA registration certificate is not a legal title or proof of ownership. The registration paper simply states who has AHA membership rights to control the registration of progeny associated with an individual registered animal along with the transfer of said rights to a new owner.
3. The seller guarantees that the animal is registered according to the rules of the AHA and that the pedigrees of all animals or genetic material are registered in the Herd Book of the AHA.
4. If a female is sold bred and carrying the service of bulls requiring AI certificates, said AI certificates shall be provided by the seller unless otherwise stated.
5. Certificates required for registration of purchased embryos shall be the responsibility of the buyer unless otherwise agreed upon.

Rights to Genetic Material

1. Rights to genetic material for purposes of cloning an animal shall be transferred to the buyer with a legal bill of sale unless otherwise specified by the seller in the terms and conditions and/or the bill of sale.

AHA Expected Progeny Differences (EPDs)

1. Expected progeny differences provided to Hereford breeders enrolled in the AHA TPR program are statistical predictions or estimates of expected performance of future progeny, not guarantees of performance.

Health

1. All animals will be eligible for interstate shipment as required by federal regulation.
2. Buyers should be aware of their own state's specific health requirements.

Breeding Guarantees

1. All animals are guaranteed to be breeders with the exception of (a) calves under 12 months of age at time of purchase; (b) any female that is placed in an embryo transplant program and subjected to super-ovulation; or (c) gross negligence on the part of the buyer.
2. Sellers guarantee that bulls are breeders if the bull is at least 12 months of age at the time of the sale and is not turned out into cows before 14 months of age. A bull can also be guaranteed a breeder if it has passed a breeding soundness exam performed by a competent veterinarian or reproductive technician. Any agreement with respect to the ability to freeze semen shall be a separate agreement between buyer and seller.
3. When selling semen interest only, the bull is guaranteed to produce viable semen which will survive the freezing process and upon post-thaw will settle a healthy cow.

4. Females sold as safe in calf have been examined by a competent veterinarian or have been guaranteed safe in calf through a blood test.
5. Open females are guaranteed to be without calf.
6. Any agreement with respect to embryo transfer production shall be a separate agreement between buyer and seller.

Genetic Abnormality Policy

1. Seller will be responsible for informing buyers of all known information relative to genetic abnormalities.
2. 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.
3. Seller is not responsible for any new genetic abnormalities that are recognized by the American Hereford Association after the sale of an animal or genetic material.

Exercising Options for Adjustment

1. The purchaser must notify the seller of his dissatisfaction with an animal in writing within six months of the sale date.
2. 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 animal's 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 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 purchaser's expense.

3. 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.
4. If a female is sold as "serviced" or "pasture bred" and proves not to 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.
5. If a female sold as "open" proves to be with calf, the purchaser may return the animal to the farm of the seller for a refund of full

purchase price or for another animal of similar quality. In all cases it shall be the obligation of the purchaser to bear any expense resulting from transportation.

6. If an adjustment must be made on any part of a cow-calf pair, the adjustment can be partitioned by weighting the value of the cow by 75% of the purchase price and 25% of the value placed on the calf.

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 AMERICAN HEREFORD ASSOCIATION, 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.

For additional information refer to the American Hereford Association's Articles of Incorporation, By-laws and Rules and Regulations of said Association. **HW**