

TERMS AND CONDITIONS

TERMS: THE TERMS ARE CASH OR CHECK ON SALE DAY MADE PAYABLE TO OHIO AYRSHIRE BREEDERS' ASSOCIATION. ALL SALES ARE FINAL. SETTLEMENTS ARE TO BE IN FULL UNLESS OTHERWISE ANNOUNCED AT THE TIME OF THE SALE OF THE INDIVIDUAL LOTS. ALL PAYMENTS MUST BE MADE TO THE CLERK OF THE SALE. COMPLIANCE WITH THE ABOVE TERMS OF PAYMENT ON THE PART OF THE BUYER WILL THEN ENTITLE HIM/HER TO GUARANTEES OFFERED BY THE SELLER AND LISTED BELOW.

EXPORT SALES: ARRANGEMENTS REGARDING HEALTH REQUIREMENTS AND HEALTH TESTS FOR A SPECIFIC IMPORTING COUNTRY SHALL BE A MATTER OF AGREEMENT PRIOR TO THE SALE BETWEEN THE SELLER, SALE MANAGEMENT AND THE POTENTIAL BUYER OR AGENT. OTHERWISE, THE BUYER ASSUMES ALL RESPONSIBILITY FOR ALL HEALTH TESTS.

BIDS: THE HIGHEST BIDDER SHALL BE THE BUYER. EVERY ANIMAL IS PLEDGED TO ABSOLUTE SALE. IN CASE OF DISPUTES, THE ANIMAL SHALL BE AGAIN PUT UP FOR ADVANCED BIDS, AND IF THERE BE NO ADVANCE BIDS, THE ANIMAL SHALL BE SOLD TO THE PERSON FROM WHOM THE AUCTIONEER ON THE STAND ACCEPTED THE LAST BID. IN CASE TWO OR MORE CLAIM THE BID, THE AUCTIONEER IN THE BOX SHALL INDICATE THE PARTY WHOSE BID HE/SHE RECOGNIZED. OTHER CLAIMANTS WILL BE GIVEN AN OPPORTUNITY TO INCREASE THE BID, AND BIDDING WILL BE RESTRICTED TO THE TWO CLAIMANTS.

BY-BIDDING: BIDDING DIRECTLY OR INDIRECTLY ON AN ANIMAL IN WHICH THE BIDDER OR ANY PERSON FOR WHOM THE BID IS MADE HAS AN OWNERSHIP INTEREST IS PROHIBITED UNLESS THE INTENTION TO BID IS DISCLOSED SPECIFIC TO EACH ANIMAL IN THE CATALOG AND ANNOUNCED WHEN THE ANIMAL ENTERS THE RING. CONSIGNORS DO HAVE THE RIGHT TO BE A PARTY TO A PURCHASING PARTNERSHIP OR SYNDICATE OF THEIR CONSIGNMENT IF THEY CHOOSE TO DO SO. SUCH PARTNERSHIPS NEED NOT BE ANNOUNCED BEFORE THE SALE BUT ARE ENCOURAGED TO BE COMMUNICATED TO SALE MANAGEMENT.

RISK: ALL ANIMALS ARE AT THE PURCHASER'S RISK AS SOON AS STRUCK OFF, BUT WILL BE CARED FOR FREE OF CHARGE FOR THE DURATION OF THE EVENT. PURCHASERS MUST MAKE ARRANGEMENTS WITH SALES STAFF IMMEDIATELY FOLLOWING THE SALE. ANIMALS ARE SOLELY AT THE CONSIGNOR'S RISK PRIOR TO SELLING IN THE EVENT OF FIRE OR OTHER EVENTUALITY.

CERTIFICATES OF REGISTRY: EACH ANIMAL IS RECORDED, OR WILL BE RECORDED, IN THE HERD-BOOK OF THE AYRSHIRE BREEDERS' ASSOCIATION. THE CERTIFICATES OF REGISTRY WITH RECORDED TRANSFER WILL BE FURNISHED BY THE SELLER TO THE PURCHASER.

WARRANTIES:

1. THE SELLER GUARANTEES RIGHT AND TITLE TO PROPERTY.
2. UNLESS OTHERWISE NOTED IN THE CATALOG OR ANNOUNCED FROM AUCTION STAND, EACH ANIMAL IS SOLD AS SOUND.
3. EACH ANIMAL IS SOLD AS A BREEDER, SUBJECT TO THE FOLLOWING CONDITIONS:

MALES: SHOULD ANY BULL OVER 15 MONTHS OF AGE FAIL TO BE PROVEN A BREEDER, THE SELLER MUST EITHER RETURN THE PURCHASE AMOUNT OR PROVIDE A VIABLE AND AGREED UPON REPLACEMENT.

A. FEMALES: ANY FEMALE PREGNANT WHEN SOLD, OR THAT CALVED NORMALLY WITHIN 90 DAYS OF THE SALE, WILL BE CONSIDERED A BREEDER. BRED FEMALES SOLD AS "PREGNANT" TO THE BEST OF THE BREEDER'S KNOWLEDGE AND THE RESULT OF PREGNANCY EXAMINATIONS WILL BE ANNOUNCED FROM THE STAND. HOWEVER, THE SELLER DOES NOT GUARANTEE THAT A PREGNANT FEMALE WILL DELIVER A LIVE CALF OR CARRY THE CALF FULL TERM. ANY FEMALE NOT PREGNANT WHEN SOLD, OR THAT UPON REACHING THE AGE OF 18 MONTHS SHOULD FAIL TO CONCEIVE AFTER HAVING BEEN BRED REGULARLY FOR FOUR MONTHS BY A BULL KNOWN TO BE A PROVEN BREEDER AND TREATED BY A COMPETENT VETERINARIAN, SHOULD BE REPORTED IN WRITING TO THE SELLER. THE SELLER WILL THEN BE GRANTED THE PRIVILEGE OF A FURTHER PERIOD OF FOUR MONTHS TO PROVE THE FEMALE A BREEDER ON HIS/HER PREMISES BEFORE REFUNDING THE PURCHASE PRICE AS FULL ADJUSTMENT OR MAKE OTHER SETTLEMENT SATISFACTORY TO THE PURCHASER.

B. IF, AFTER THE SALE A FEMALE IS FLUSHED OR SUPER-OVULATED, THIS NEGATES THE BREEDING WARRANTY.

4. THE SELLER IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY FOREIGN BODIES AFTER THE ANIMAL IS SOLD, INCLUSIVE OF MUMMIFIED CALVES, NOR SICKNESS APPARENT AT SALE TIME.

SHIPPING: ASSISTANCE WILL BE GIVEN IN SHIPPING THE ANIMALS AFTER THE SALE. ALL COSTS, RISKS AND RESPONSIBILITIES WILL BE BORNE BY THE PURCHASER.

ON-FARM SELECTIONS: BUYERS OF "CHOICE" LOTS MUST MAKE THEIR ON-FARM SELECTIONS BY THE TIME THE YOUNGEST CALF RESULTING REACHES FOUR MONTHS OF AGE, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE WITH SELLER.

HEALTH WARRANTY: THE SELLER WILL PROVIDE THE PURCHASER AN OFFICIAL HEALTH CERTIFICATE TO THE BUYER FOR EACH ANIMAL. EACH ANIMAL WILL BE TESTED FOR INTERSTATE SHIPMENT, FOR BRUCELLOSIS AND TUBERCULOSIS, WITHIN THIRTY DAYS OF THE SALE DATE UNLESS FROM A BRUCELLOSIS CERTIFIED HERD, TUBERCULOSIS ACCREDITED HERD, OFFICIAL VACCINATES UNDER TWENTY MONTHS OF AGE OR UNDER SIX MONTHS OF AGE. ANY ADDITIONAL TESTING IS AT THE OPTION OF THE CONSIGNOR WITH ALL RESULTS ANNOUNCED AT SALE TIME.

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.

ERROR: THE MATERIAL IN THIS CATALOG HAS BEEN CAREFULLY EDITED. IF ANY ERRORS ARE DETECTED, THEY WILL BE ANNOUNCED. SUCH ANNOUNCEMENTS TAKE PRECEDENCE OVER THE MATTER PRINTED IN THIS CATALOG.