

AMERICAN PINZGAUER ASSOCIATION

TERMS AND CONDITIONS OF SALE

Updated January 2004

1. **BIDDING:** Each animal will be sold to the highest bidder without reserve and ownership will change when the animal is sold. The auctioneer will settle any disputes as to bids and may, at his discretion, declare all bids off and resell the animal in question.

2. **TERMS:** Terms of this sale are CASH (U.S. Funds) in all cases.

3. **HANDLING:** All animals will become the responsibility of the purchaser from the time declared sold in the ring.

4. **BREEDING STATUS GLOSSARY:**

SAFE IN CALF: female has been palpated and diagnosed pregnant by a licensed veterinarian.

BRED: Female has been served by a bull or artificially inseminated to a bull, but this does not mean this female is safe in calf to that service.

OPEN: This is (a) a virgin heifer that has never been exposed to a bull by any means; (b) in the case of a cow, she has not been exposed to a bull by any means since the birth of her last calf; (c) a female any age palpated by a veterinarian and found not to have conceived; (d) in the event a female is sold as "OPEN" and is later suspected to have been bred when purchased, the following will apply:

The cow/heifer must be palpated by a licensed veterinarian to determine the length of the term of the calf.

A copy of the diagnosis by the veterinarian, along with a letter in writing of the matter, must be sent to the seller by the buyer within 120 days of the purchased date.

The diagnosis by the veterinarian will be the final determination of the term of the calf.

It will be the responsibility of the seller to reimburse the buyer the cost of the examination by the veterinarian. In no event will the seller be responsible for more than the purchased price of the female and the cost of the examination by the veterinarian.

5. **BREEDING GUARANTEE:**

Females: Cows represented as being 'safe in calf' will have been examined and declared safe by a licensed veterinarian. They are considered breeders without further guarantee. Cows and heifers represented as bred are not guaranteed as 'safe in calf', BUT they, and open heifers selling as individual lots, are guaranteed to be breeders. No guarantee shall apply to suckling calves. In the event a female is claimed to be a non-breeder and after having been bred regularly to a bull known to be a breeder and after having been treated by a licensed veterinarian, the matter must be reported within six (6) months of the sale date to the seller. Heifers over twelve (12) months of age who fail to conceive to the services of a bull known to be a breeder, and after having been treated by a licensed veterinarian the matter must be reported in writing to the seller before the heifer reaches eighteen (18) months of age. The seller shall have six (6) additional months in which to prove any such female a breeder and may use any registered bull of the female's breed available to him. Any female returned will be at the purchaser's risk. No guarantee is given that a pregnant female will deliver live calves or that she will carry the calves full term. In no event shall the seller be responsible for more than the purchase price. The seller is not responsible for damage caused by foreign bodies after the animal has been sold nor for sickness not apparent at sale time.

Bulls: Bulls over one year of age must be accompanied by a satisfactory Bull Soundness Evaluation (BSE) performed by a licensed veterinarian.

6. **HEALTH:** Each animal requiring Brucellosis and TB test in accordance with Federal Regulations will have been tested within 30 days prior to date of sale. A veterinarian will be available sale day to assist new owners with interstate health papers.

7. **CLEAR TITLE:** Each seller warrants clear title to the animals and the right to sell the same. Original APA Registration Certificate in seller's name will be required at sale time.

8. **ANNOUNCEMENTS:** As catalogs must go to press a considerable time ahead of the sale, there will be announcements made relative to breeding dates, new calves, etc. Any and all announcements made from the auction block or from the ring relative to the animal(s) selling, take precedence over the printed information in the catalog or sale supplements.

9. **REGISTRATION AND TRANSFERS:** Each animal is recorded in the herd book of the American Pinzgauer Association (APA). Applications for transfer will be forwarded to the Association when payment in full has been

secured. 10. **BUYERS RESPONSIBILITY:** Prospective buyers or bidders at the sale should listen carefully to all announcements made from the auction block by the Auctioneer, Sale Manager, or Seller, on each animal that is sold since it is clearly stated elsewhere in these terms and conditions of sale that announcements from the auction block take precedence over the printed material in the sale catalog. Buyers should also acquaint themselves with the breeding status glossary defined in these terms and conditions. By doing so, a buyer can save himself many problems and it will enable him to be a more competent and qualified buyer.

11. **MAIL BIDS:** Mail or wire bids may be furnished in confidential form.

12. **RIGHTS AND OBLIGATIONS:** The above terms and conditions of sale shall constitute a contract between buyer and seller and be equally binding to both. Animals that are resold following purchase in this sale constitute a separate transaction, and the rights and obligations of the two parties connected thereto are not covered by these terms and conditions.

13. **LIABILITIES:** The American Pinzgauer Association is acting as a medium only between the buyer and seller. The American Pinzgauer Association is not liable in any way whatsoever for any representations made by the seller. American Pinzgauer Association is not in any way liable for any failure on the part of the buyer and or the seller to live up to his/her obligations. The buyer must look to the seller for fulfillment of all representation made here under. All persons who attend any portion of this event do so of heir own responsibility and risk. The seller, AMERICAN PINZGAUER ASSOCIATION, their principal, officers, managers, employees, assistants, and auctioneers are without liability of any nature, legal or otherwise.

Sale cattle will be available for release immediately after the sale. All purchasers must make settlement with the sale management office and secure a release on the cattle purchased before cattle can be loaded out.

