

## **Livestock Terms and Conditions American Belgian Blue Breeders National Internet Auction**

Terms: Terms of all sales are considered to be cash, certified check, money order, wire transfer unless other payment arrangements have been made prior to the sale between the buyer and the association. The animal must be paid in full to **EDGE LIVESTOCK 1830 HAYES AVENUE WEST BRANCH , IOWA 52358** by Nov. 02, 2009 before the animal may be shipped or picked up.

Identification of animals: Each animal sold will have a readable tattoo corresponding with its registration paper. Seller agrees to check all tattoos for accuracy prior to the sale. The buyer has the responsibility of rechecking tattoos after taking possession and reporting any discrepancies to the seller immediately. All animals sold will be identified by their official registration number, their tattoo and their registered name.

Registration certificates: The seller of the animal will submit the original registration certificate with transfer information so that a certificate can be produced by the association and transferred to the new buyer. It is the sellers responsibility to provide the certificate with the nomination form auction to assure proper transfers of the sold animal.

Health: It is understood that health papers reflect the condition of the animal at the time of the sale but carry no guarantee as to the future of the health of the animal. Buyers having special health requests or who wish to take cattle into states with specific and rigid health requirements should inquire specifically about health requirements with the respective state veterinarians. Sending cattle to other countries should be researched before the auction with all necessary protocol by the buyer. It is suggested that all females be calf hood vaccinated for brucellosis and noted on their respective health papers prior to shipment.

Purchasers risk: Each animal becomes the risk of the purchaser as proclaimed sold. It shall be the obligation of the purchaser to see that trucking of the animal and care of the animal are taken care of. The buyer needs to take possession of the animal by picking the animal at the sellers location by Nov. 14, 2009 after that date the buyer will be assessed a \$5 a day board.

Breeding Guarantee: All animals are guaranteed to be breeders with the exception of A) calves under twelve months of age, B) in the event of any injury or disease that occurs to the calf after the sale or C) gross negligence or willful misconduct on the part of the purchaser or D) females used in embryo transplant. Bulls are guaranteed to be breeders within 16 months of age. Any bull which either settles cows by natural service and / or passes a fertility test made by a competent veterinarian is considered to be fertile. Any guarantee to freeze semen shall be a separate agreement between buyer and seller. Females sold safe in calf have been examined by a competent veterinarian or other reproductive technician and are so guaranteed to be with calf. Cows with calves at side are considered breeders. Any guarantee with respect to embryo transplant production is strictly between buyer and seller and is considered a separate agreement. All claims for adjustments or refunds must be made in writing either six months of the date of the sale or no later than six months after the animal reaches 18 months of age, whichever occurs last. In the event that an animal is claimed to be a non-breeder, that animal must be returned to the farm of the seller in good condition and must have met the health requirements of the original sell state. The seller shall be entitled to six months trial following the return of the animal in which to prove the animal is a breeder, the seller shall, at the option

of the buyer, replace the animal with another of equal value or refund the total purchase price. The return of the purchase price shall in all cases be deemed as full settlement.

Any expense incurred during transportation of the animal which is claimed to be a non breeder shall be the responsibility of the purchaser. If the seller proves the animal to be a breeder it is the responsibility of the purchaser to pay all transportation costs. It is the obligation of the buyer and seller to negotiate any settlements on cattle that have not been properly presented at a sale. The selling of an animal constitutes a contract between buyer and seller and is not the responsibility or the right of the breed association or sale management firm to settle disagreements between buyers and sellers of cattle that have been misrepresented. The return of an animal at the expense of the purchaser with a refund of the purchase price is considered to be a complete settlement. Other settlements which are negotiated between buyer and seller may be equitable to cover instances in which cattle are not represented on sale day, but that does not warrant complete return of the animal

DNA testing is used for parentage verification on Elite registered animals. All fullblood and purebred animals are DNA tested. All sold fullblood and purebred animal that are no Elite registered are to be offspring of their recorded parents by the individual breeder but are DNA tested for future use if needed.

Insurance: Anyone wishing to cover their animals for mortality insurance may do so by contacting sale management.

Mail / Telephone Bids: Mailed or telephone bids will be handled in the most confidential manner.