

American Belgian Blue National Sale 2012

TERMS & CONDITIONS 2012

TERMS

Terms of the sale are cash unless prior credit arrangements are established between buyer and seller. Settlements are to be made with the clerk immediately after the conclusion of the auction. Parties unknown to the sale management desiring to settle by personal check should bring a letter of identification from their banker. Consignor agrees to pay the ABBB 6% of the sale price of each animal sold. Consignor agrees to pay 10% on semen and embryos.

HEALTH

It is understood that health papers reflect the condition of the animal at the time of the sale but carry no further guarantees as to the future health of the animal. All cattle will be tested for Brucellosis and TB within twenty-five (25) days of the sale. Health certificates will be provided with each lot sold. Please check your state's specific health requirements if different from above. Buyers having special health requests or who wish to take cattle into states with specific and rigid health regulations should inquire specifically about the health tests required into entry into their state as the seller will not bear this responsibility. All females sold are considered to be calfhood vaccinated for Brucellosis unless they are otherwise stated in the catalog or announced from the block. The exceptions are females under the age of 9 months that may not be vaccinated and no announcement or notation is required.

IDENTIFICATION OF ANIMALS

Each animal sold will have a readable tattoo corresponding to its registration paper. Seller agrees to check all tattoos for accuracy prior to the sale. The buyer has the responsibility for rechecking the tattoos after taking possession and reporting any discrepancies to the seller immediately. All animals to be sold will be identified by their official registration name. If nicknames are used, they should be in addition to the other information. The seller will use best efforts on animals sold, to make a complete disclosure of any retained genetics in the form of pregnant recipients, frozen embryos, or frozen semen.

REGISTRATION CERTIFICATES

The seller of the animal will submit the original registration certificate with the transfer information or an application for registration with transfer on it so that a certificate can be produced by the

Herdbook of Record and transferred to the new buyer. The seller must sign a Transfer Form or Nomination Form to authorize the transfer. It is the responsibility of the seller to provide the Herdbook of Record with the buyer's complete name and address so that a completed transfer can be made.

BREEDING GUARANTEE

All animals are guaranteed to be breeders with the exception of; (a) calves under 12 months of age; (b) in the event of an injury or disease that occurs to an animal or calf after sale or; (c) gross negligence or willful misconduct on the part of the purchaser; (d) females used in embryo transplant. Bulls are guaranteed to be breeders at the time of sale if they are 16 months old at time of sale. 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 with respect to the ability to freeze semen shall be a separate agreement between buyer and seller. Females sold at sale safe in calf have been examined by a competent veterinarian or other reproductive technician and are guaranteed to be with calf.

Any guarantee with respect to embryo transplant production shall be a separate agreement between buyer and seller.

OPTIONS AND PRIVILEGES OF RETURN OR ADJUSTMENT

All claims for adjustments or refunds must be made in writing either within 6 months of the date of the sale or no later than 6 months after the animal reaches 18 months of age, whichever occurs last. In the event that an animal is claimed to be a nonbreeder, the animal must be returned to the farm of the seller in good condition and must have met the health requirements of the original seller's state. The seller shall be entitled to 6 months trial following the return of the animal in which to prove that the animal is a breeder. If at the end of 6 months, the seller has been unable 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 in transporting the animal that is claimed to be a nonbreeder shall be the responsibility of the purchaser except that the seller shall be responsible for transportation costs in the excess of the distance between the purchaser's farm and the location of the sale. If the seller proves the animal to be a breeder it shall be the obligation of the purchaser to take delivery of the animal and pay all expenses incurred for transportation. It is the obligation of the buyer and seller to negotiate any settlements on cattle that have been properly presented at a sale. The selling of an animal constitutes a

contract between the buyer and seller and it is not the responsibility or the right of the Herdbook of Record or of the sale management firm to settle disagreements between buyers and sellers of cattle that have not been properly presented.

ANNOUNCEMENTS

Any change from the information that is printed in the catalog will be announced from the auction block. All announcements made from the auction block take precedence over the printed catalog. Catalogued lots not selling will be announced prior to the sale.

PURCHASER'S RISK

Each animal becomes the risk of the purchaser as soon as sold. It is the obligation of the purchaser to see that the animals are fed and cared for free of charge for at least 24 hours following the sale starting. It is the obligation of the purchaser to see that trucking of the animal and care of animal past the first 24 hours following the sale are taken care of. All persons attend the sale at their own risk, and the seller and the sale manager assume no liability, legal or otherwise, for any accidents occurring in, on, or about the premises. American Belgian Blue Breeders, Inc. is acting only as a medium between buyer and seller, and is not in any way responsible for any failure on the part of either party to live up to his/her obligations. The information contained in the catalog and any other publication was provided to the sale management by the seller—therefore, the sale management assumes no responsibility or liability for the accuracy of information contained herein or for any representation or warranties of the seller, whether written or oral, express or implied. Neither does American Belgian Blue Breeders, Inc. assume any financial obligation to collect or enforce collection of any monies between parties. Any illegal action that may in exceptional cases be taken, must be between buyer and seller. The buyer must look to the seller for fulfillment of all guarantees and representation made hereunder. In all cases the seller's responsibility to the buyer is limited to the sale price paid by the buyer.