

Braunvieh Association of America Suggested Sale Terms and Conditions

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.
- 2) All cattle or genetic material offered for sale must comply with the prevailing sale terms and conditions set forth by the laws of the state where the sale is held.

Announcements

- 1) Corrections or additions of any information in the sale materials will be announced from the auction stand or on the internet site (in case of internet only auctions) prior to the selling of the animal or genetic material. Such announcements will take precedence over any printed material in the sale catalog or on the internet auction site.
- 2) It is the responsibility of the seller in a public auction to provide the sale manager a written list of corrections for information printed in the sale catalog, before the sale.

Terms

- All sales are for immediate cash settlement unless credit arrangements are made between buyer and seller prior to the sale of any animal affected.

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 delivery to buyer is arranged or until the expiration of 24 hours after the sale, whichever comes first.

Identification

- 1) It shall be the obligation of the seller to determine that each animal offered for sale carries a legible tattoo corresponding to its registration certificate.
- 2) It is the responsibility of the buyer to check tattoos for accuracy and inform the seller of any discrepancies.
- 3) The following information for each animal should be included in the sale catalog:
 - a) Official registered name
 - b) BAA registration number
 - c) Registry status (Purebred or Beef Builder)
 - d) Percentage of Braunvieh
- 4) It shall be the Seller's obligation to clearly state if an animal is horned or polled. Scurred animals shall be considered polled.
- 5) The first owner (seller) of the calf will be responsible for submitting the application for registration to BAA.

Health

- 1) All animals should be eligible for interstate shipment as required by state and federal regulations. If an animal is calfhood vaccinated, the proof of calfhood vaccination for Brucellosis should be provided in the form of a permanent ear tattoo shield.
- 2) It is the responsibility of the buyer to know the health requirements of his/her home state.

Certificates of Registry--Transfers

- 1) A certificate of registry and transfer will be furnished for each animal sold. It shall be the responsibility of the seller and/or sale manager to submit the properly prepared transfer application promptly to the Braunvieh Association of America.
 - a) If the animal is bred then the transfer application should include the service sire(s) any AI dates and pasture exposure (PE) dates with proper sire's registration number included.
- 2) The official BAA registration certificate is not a legal title or proof of ownership. The registration paper simply states who has BAA 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.

Embryo Transfer and AI Certificates

- 1) If a female is sold bred and carrying the service of bulls requiring A. I. certificates, said A.I. certificates shall be provided by the seller unless otherwise stated.
- 2) Sellers should provide on request a complete history of embryo transfer activity on any donor offered for sale.
- 3) Withholding information on the existence of frozen embryos from the donor offered at the time of sale would be considered an unethical practice.
- 4) When selling semen or a female bred to an AI sire, seller will guarantee that BAA's DNA testing requirements for A.I. sires have been fulfilled to enable registration of the resulting offspring.
- 5) When selling embryos, the seller will guarantee that BAA's DNA testing requirements for donor dams and A.I. sires have been completed to enable registration of the resulting calves from the embryos.

Rights to Genetic Material

- Rights to genetic material for the purpose 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.

Authenticity of Pedigree:

- When an animal is determined to have different ancestry from that which was reported on the registration certificate, through parent verification, the buyer shall be entitled to a refund of the purchase price from the seller upon return of the animal to the farm of the seller, at seller's expense. Alternatively, at buyer's option, the animal in question can be

exchanged for another animal of equal value, or if agreeable with the buyer the seller may have the corrected registration certificate returned to the buyer. If utilized, any of these adjustments shall absolve the seller from further liability for authenticity of pedigree to the buyer.

Expected Progeny Differences (EPDs)

- Expected progeny differences are statistical predictions or estimates of expected performance of future progeny, not guarantees of performance.

Genetic Condition Disclaimer

- 1) The seller is responsible for disclosure of all known Genetic Condition Abnormalities in the catalogue or at the time of sale. Genetic Conditions for each animal should be displayed in the same format as on the original registration paper or disclosed in a separate box that is in a prominent place. The potential buyers should be notified of the results (both free or carrier status) from any testing for Genetic Conditions.
- 2) Provided the seller has disclosed any Genetic Conditions known to the seller and /or to the Braunvieh breed at the time of sale, the buyer assumes all risk associated with the purchase of known or unknown Genetic Condition Abnormalities of carrier animals. The Seller is not responsible for any new Genetic Condition Abnormalities that may be determined or discovered by the BAA after the time of sale for any animal or genetic material.
- 3) The seller should print in the catalog EPDs and breed indexes on each animal selling. This information should be presented in a standardized manner as seen in sire summaries or breed EPD information released by the BAA. This performance information should be the latest and most accurate data at the time the catalog is printed, providing the animal qualifies to have EPDs attached to their registered pedigree. Any other pertinent performance data such as BW, WW, YW or Carcass Data that is available should be added to the performance listing in the catalog at the seller's discretion.

Standard Breeding Guarantee

- 1) All animals are guaranteed to be breeders unless they fail to breed due to injury or disease occurring after purchase.
- 2) Bulls are guaranteed breeders, regardless of age at date of sale, provided that:
 - a) The bull is at least 14 months of age before being allowed to breed cows in a pasture situation.
 - b) The cow herd is healthy.
 - c) A breeding soundness exam (BSE) by a DVM or reproductive technician shall constitute fertility if performed after the bull becomes 12 months of age and no more than 30 days prior to date of sale.
 - d) Exemption to guarantee for
 - i) Calves sold at the side of dam
 - ii) Injury or disease after sale
 - iii) Gross negligence after sale
 - iv) Bull is considered by licensed DVM to be obese

- 3) Any guarantees with respect to the ability to freeze semen shall be a separate agreement between buyer and seller.
- 4) 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.
- 5) Females are guaranteed breeders, regardless of age at date of sale; except if after date of sale, female is flushed (single egg, multiple ovulations, or ovum pick-up) prior to being bred for a natural calf or meets one of the following exemptions.
 - a) Exemption to guarantee for
 - i) Calves sold at the side of dam
 - ii) Injury or disease after sale
 - iii) Gross negligence after sale
 - iv) Female is considered by licensed DVM to be obese
- 6) Females sold as safe in calf should be determined by a licensed veterinarian or by blood test. If a female proves not to be in calf in the time frame stated, or to have been bred to a different sire; the buyer can exercise his choice of options as follows:
 - a) request a full and prompt refund of the purchase price upon return of the female to the seller's farm
 - b) request an adjustment to the purchase price
 - c) request service to the bull previously used, if available
 - d) request a combination of options b and c
 - e) if option b, c and/or d is used, such female is still guaranteed to breed
 - f) seller has a six-month period of time to prove that the female is a breeder.
- 7) Females sold as served. Served females are believed to be in calf, but not so guaranteed. If the female proves to not be bred, the buyer may obtain service from the bull previously used, if available. Such females are still guaranteed to be a breeder.
- 8) Females sold as "pasture exposed" are regarded as "females sold as served", and same particulars apply.
- 9) Females sold as open are believed to be open, and are so guaranteed. If a female sold as open proves to be in calf, the purchaser may return the animal to the farm of the seller, prior to calving, for a full and prompt refund of the purchase price or for another animal of equal value, whichever is acceptable to the purchaser. It is the obligation of the seller to bear any expense incurred for transportation.
- 10) Cows with calves at side, when sold as pairs, cows are presumed breeders with no further guarantee. In cases where the pair is split, the standard breeding guarantee applies to the calf.
- 11) Females that are flushed after purchase and produce a fertilized embryo are considered breeders, and need not conceive for natural calving after that flush.
- 12) Females that have been flushed prior to date of sale are still subject to the standard breeding guarantee, unless the seller clearly and prominently states the female is not guaranteed.
- 13) All females, including virgin heifer calves, regardless of age at date of sale, are guaranteed breeders, unless the buyer chooses to flush the female prior to breeding for natural calf. Such flush, even if unsuccessful, negates the standard breeding guarantee, unless a specific and separate agreement is made with the seller prior to flush

- 14) A female which fails to conceive for a natural calf, at the option of the buyer, with agreement with the seller, can be flushed and if the flush produces fertilized viable embryos, such constitutes fertility and satisfies the guarantee.

Options for Return or Adjustment

- 1) All claims for adjustment or refund must be made in writing within six months of the sale date, or not later than when the animal reaches 24 months, with the exception of misrepresentation of service sire.
- 2) In the event an animal is claimed to be a non-breeder, the animal may be returned to the farm of the seller if in good condition and complying with the health requirements of the seller's state. The seller shall be entitled to six months to prove that the animal is a breeder. If, at the end of six months, the seller is unable to prove that 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 purchase price. The return of the full purchase price shall in any case be deemed as full satisfaction and settlement. Any expense incurred for transporting an animal claimed to be a non-breeder back to the seller's farm shall be the responsibility of the seller. 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 back to the purchaser's farm.

Recommended Terms of Sale revised and approved by BAA Board of Directors 9.27.2022).

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 BRAUNVIEH ASSOCIATION OF AMERICA, 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.