

# North American Limousin Foundation (NALF)

## Suggested Sale Terms and Conditions

### Identification of Animals

1. Each animal sold will have a readable tattoo corresponding to its registration paper.
2. 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.
3. All animals to be sold will be identified by their official registration numbers, their tattoos and their registered names. If nicknames are used, they should be in addition to the other information.
4. The NALF Board of Directors recommends that, when any animal is sold, there is complete disclosure of any retained genetics in the form of pregnant recipients, frozen embryos or frozen semen.
5. The prefix in an animal's registration name cannot be removed or changed by subsequent owners. Owners other than the original applicant cannot add a two-, three- or four-letter prefix to the name of the animal unless it matches the prefix in the animal's tattoo.

### Registration Certificates

1. The seller of the animal will submit the original registration certificate with transfer information or an application for registration with transfer information on it so that a certificate can be produced by NALF and transferred to the new buyer. The seller must sign the back of the certificate on the application to authorize the transfer.
2. It is the responsibility of the seller to provide NALF with the buyer's complete name, address and membership number (if available) so the transfer can be completed. It is important that the membership number be given if the buyer is already a member of NALF.
3. It is the seller's responsibility to provide the registration certificate or application and transfer information to NALF within 60 days following the date of sale and pay transfer and registration fees.

### Terms

Terms of all sales are considered to be cash unless credit arrangements have been made prior to the sale between the buyer and the seller.

### Health

1. On all animals sold, health tests will be announced at the sale or printed in the sale catalog. It is understood that health papers reflect the condition of the animal at the time of the sale but carry no further guarantee as to the future health of the animal.
2. 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 for entry into their state prior to the sale.
3. All females sold are considered to be calfhooed vaccinated for brucellosis unless they are otherwise stated in the catalog or announced from the block. It is suggested that verification of vaccination be written on the health certificate.

### Purchaser's Risk

1. Each animal becomes the risk of the purchaser as soon as it is sold.

2. It is the responsibility of the buyers to see that their purchases are fed and cared for following the sale.
3. It is the responsibility of the buyers to arrange all trucking for their purchases.

### **Announcements**

1. Any change from the information that is printed in the catalog will be announced from the auction block.
2. All announcements made from the auction block take precedence over the printed catalog.
3. Cataloged lots not selling will be announced prior to the sale or printed on a current supplement sheet.

### **Breeding Guarantee**

1. All animals are guaranteed to be breeders with the exception of (a) calves under 12 months of age; (b) in the event of any injury or disease that occurs to the calf after sale; (c) gross negligence or willful misconduct on the part of the purchaser; or (d) females used in embryo transplant/transfer (ET).
2. A lactating cow with calf at side, sold as one unit, is a proven breeder, as indicated by the calf at side.
3. Bulls are guaranteed to be breeders at the time of sale or at 14 months of age if they are younger than 14 months at time of sale. Any bull that either settles cows by natural service or passes a fertility test made by a competent veterinarian is considered fertile. Any guarantee with respect to the ability to freeze semen shall be a separate agreement between buyer and seller.
4. Females sold as safe in calf have been examined by a competent veterinarian or other reproductive technician and are so guaranteed to be with calf. It is the buyer's responsibility to pregnancy-check all females and report any discrepancies within 30 days following the sale.
5. Any guarantee with respect to ET production shall be a separate agreement between buyer and seller.

### **Options and Privileges of Return or Adjustment**

1. All claims for adjustments or refunds must be made in writing either within six months of the date of the sale or no later than six months after the animal reaches 18 months of age, whichever occurs later.
2. 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 six months' trial following the return of the animal in which to prove that the animal is a breeder. If, at the end of six months, the seller has been unable to prove the animal as 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.
3. 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.
4. It is the obligation of the buyer and seller to negotiate any settlements on cattle that have not been properly represented at a sale. The selling of an animal constitutes a contract between buyer and seller, and it is not the responsibility nor the right of NALF or of the sale-management firm to settle disagreements between buyers and sellers of cattle that have not been properly represented.

The return of an animal at the expense of the purchaser with a refund of the purchase price made by the seller is in all cases considered a complete settlement. Other settlements, which are negotiated between buyer and seller, may be equitable to cover instances in which cattle are not as represented sale day, but that does not warrant complete return of the animal.

## Blood-Typing for Parentage Verification

1. If, at some time, the purchaser raises a question as to the accurate parentage of an animal he has purchased, it may be settled by blood-typing. Blood samples will be taken by a licensed veterinarian of the animal in question and of its sire and dam if they are not currently on file. The verification of the parentage test will be made by NALF's approved laboratory (MMI Genomics). The results of these tests will be sent directly to NALF and will be sent on to both the purchaser and the seller so they will be aware of the official results.
2. If the blood tests indicate that the animal is not as it was registered originally, the seller will reimburse the buyer for the test and will refund the total purchase price of the animal or replace the animal with another of equal quality and value as determined by the purchaser.
3. It is important to remember that blood-typing is not 100 percent exclusive and that it simply identifies animals that will qualify as the parents or animals that cannot be the parents.
4. All bulls born after December 31, 1990, that are to be used for artificial insemination (AI) must be parent-verified by blood-typing (both the sire and dam). All females born after July 1, 1987, that are to be used for ET and all bulls born between July 1, 1987, and December 31, 1990, that are to be used for AI must be sire-verified through blood-typing. All females born prior to July 1, 1987, that are to be used for ET and all bulls born prior to July 1, 1987, that are to be used for AI must have an identification blood type on file.

## Horned/Scurred/Polled

### Definitions

1. HORNED – An animal with a horn growth affixed to the skull that has or has not been removed.
2. POLLED/SCURRED – An animal with rudimentary horn growth that will not develop into a horn. The rudimentary horn growth may or may not become affixed to the skull at an older age.
3. POLLED – An animal with absence of horn growth. (An animal can have scurs and still be genetically polled.)
4. SMOOTH POLLED – A smooth-polled individual has no scurs and does not develop scurs later in life.

### Guarantees

1. If an animal is sold as polled or polled/scurred and proves to be horned, the seller shall be obligated to refund the purchase price upon return of the animal to the farm of the seller at the expense of the seller or may be exchanged for a polled animal of equal value, whichever is acceptable to the buyer. The buyer has 30 days from date of sale to notify the seller that an adjustment is in order.
2. If an animal is sold as smooth-polled and proves to be scurred, the seller shall be obligated to refund the price upon return of the animal to the farm of the seller at the expense of the seller or, at the buyer's option, shall be exchanged for a smooth-polled animal of equal value.
3. If an animal is sold as polled and develops scurs, the seller will not be obligated to make any adjustment because a scurred animal is considered polled.
4. If an animal is sold as polled and has scurs, it shall be announced at the time of sale that the animal has scurs. If it is not announced and the buyer finds before the animal leaves the sale premises that the animal has scurs, the buyer must notify the seller of the findings. The seller shall then be obligated to refund the purchase price.

## **Disclosure of Retained Genetics**

Because the sale of a registered Limousin animal constitutes the transfer of ownership of all, or a portion of, a “genetic package,” it is the seller’s responsibility to inform potential buyers of all retained genetics of animals in circumstances where potential exists for buyers to be misled. This includes, but is not limited to, semen collected and frozen prior to sale, embryos flushed, existing clones as either live animals or embryos, and cows carrying the service of an offered bull.

## **Disclosure of Tests Results for Known Genetic Defects and Factors**

1. The seller shall have an affirmative duty to notify the buyer of any test results for genetic defects or genetic factors not otherwise reflected on an animal’s pedigree.
2. Nothing contained herein should be construed to relieve the parties from complying fully with the rules and policies of NALF relating to genetic defects generally or individually.

## **Limitations of Obligations**

1. If these suggested terms and conditions are adopted, they should constitute a contract between the buyer and seller for each animal sold under these terms, as such; and it should be binding upon both parties. 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 sale.
2. NALF, its directors and employees are not in any way responsible or liable for enforcing the suggested terms and conditions of any agreement involving transactions between buyers and sellers.