

ACA Sale Terms & Guarantees

The cattle offered for sale are sold under the terms and guarantees recommended by the ACA with reference to health and reproductive soundness. The recommended refunds or adjustments will be made in case animals fail to live up to seller's guarantee.

IDENTIFICATION

It shall be the obligation of the seller to determine that each animal sold carries a readable tattoo or brand.

REGISTRATIONS AND TRANSFERS

All Chianina animals consigned sell with proper ACA registration certificates, signed for transfer by the seller at seller's expense.

HEALTH

All animals sold will be eligible for interstate shipment unless otherwise announced. Interstate health papers will be furnished for each animal over six months of age. Each animal requiring TB and Bangs tests will have been tested within 30 days of sale date. Such tests will have been made by a federally accredited veterinarian and blood samples will have been processed by a state or federally accredited laboratory. Certificates of vaccination for Bangs will be furnished for each animal that has had such treatment.

BIDDING DISPUTES

The auctioneer will settle any disputes as to bidding. His decisions on such matters will be final.

TERMS

Terms of all sales will be cash unless arrangements are made between buyer and seller prior to sale.

ANNOUNCEMENTS

Alteration of any information in the sale catalog will be announced from the auction stand and such announcements will take precedence over any printed material.

PURCHASER'S RISK

The animal becomes property of the purchaser 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 the buyer, until delivered to him or until the expiration of 24 hours after the sale, whichever occurs first.

BREEDING GUARANTEE

1. All animals are guaranteed to be breeders. Bulls that are less than 12 months of age, provided they have been properly cared for and are in good health and have not been noticeably injured since date of sale, must be semen tested before being turned out with females or before 15 months of age whichever occurs first.
2. In order to hold the seller liable on this guarantee, the buyer must first comply with the requirements and procedures set forth below:

EXERCISING OPTIONS FOR ADJUSTMENT

1. The purchaser must notify the seller of dissatisfaction with an animal in writing within six (6) months of the sale date.
2. In the event an animal is claimed to be a non-breeder, the purchaser may return the animal to the seller's farm, at purchaser's expense, if animal is in good condition and is accompanied with a health certificate indicating it is free from infectious and contagious disease. The seller is then entitled to one (1) month trial following return of the animal, at which time he will have the opportunity to determine the animal's breeding ability. If at the end of one (1) month the seller is unable to prove the animal a sound breeder, the seller has the option to replace it with another animal of similar quality or to refund the purchase price.
3. If a female is sold under the conditions "safe-in-calf" and she proves not to be pregnant, the purchaser may receive service of the bull to which she was previously served if available, or service to another bull of the purchaser's choice owned by the seller; except in case such females proves to be a non-breeder. The expense of transportation shall be an obligation assumed by the purchaser.
4. If a female sold as "open" proves to be with calf, the purchaser may return the animal to the farm of the seller for a refund of full purchaser price or for another animal of similar quality. In all cases it shall be the obligation of the purchaser to bear any expense resulting from transportation.

EXCEPTION TO GUARANTEE

In cases where the animal is fitted and shown for exhibition or is subjected to any hormonal or surgical reproductive techniques after the sale, this guarantee shall be null and void and the terms of the breeder guarantee, if any, should be such as is agreed upon separately by buyer and seller.

The aforementioned terms and conditions shall constitute a contract between buyer 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 that neither the ACA, its directors, or employees, are in any way responsible or liable for enforcing the terms and conditions of this agreement in transactions between buyers and sellers. For additional information, refer to association rules and bylaws.

SALE TERMS AND GUARANTEES PERTAINING TO THE SALE OF FLUSHES, EMBRYOS & PREGNANCIES

Seller's responsibilities:

1. Collect and transfer embryos from specified donor cow within one year of the date of the sale.
2. Pay all embryo transfer costs (except for the cost of the semen used to inseminate the donor cow). The embryo transfer costs include the cost of the recipient cow.
3. Provide necessary health certificates for interstate shipment of the pregnant recipient cows at no cost to the buyer of the embryos.
4. Produce two 90-day (plus) pregnancies resulting from the mating of the buyer's choice by one year from date of sale plus ninety days. The sale of the embryos will be null and void if this stipulation is not satisfied.
5. Guarantee the buyer the first possible embryo transfer flush of the donor cow. Purchaser may opt to use a later flush date to better suit his management program. If so, the buyer and seller must work out the necessary details.

Buyer's responsibilities:

1. Pay 25 percent of the purchase price of the embryos sale day. The balance will be due and payable when the recipient cows, carrying the desired matings, are declared at least ninety (90) days pregnant by a licensed veterinarian or qualified embryo transfer technician.
2. Supply all semen to be used in the embryo transfer process. Buyer pays all transportation charges incurred in getting the semen to the embryo transfer facility and the liquid nitrogen container returned to its point of origin.
3. If more than the two pregnancies are produced as a result of the transfer of said embryos and the seller desires to sell the additional pregnancies, the purchaser has the option to buy the additional pregnant recipient cows at the original per embryo price.
4. Take possession of the pregnant recipient cows within sixty (60) days of the verification, by a licensed veterinarian or qualified embryo technician, of ninety (90) day pregnancies.
5. Transportation of pregnant recipient cows from embryo transfer facility.