

Sales Code

Terms: The terms of the sale are cash or check for the full purchase price in U.S. funds on sale day. Parties unknown to the seller or sale management who desire to pay by check should furnish bank statement or certified check. If other arrangements for payment are made with the seller, then a written document acknowledging such terms signed by both parties must be filed with the sale clerk prior to release. All payments must be made to the sale clerk. The seller, sponsor or sale manager reserves the right to require payment be wire transfer, certified check or in cash. No release will be given prior to satisfactory settlement, whereupon a signed order from the clerk must be presented to the barn superintendent. Seller retains title until payment has been honored unless other arrangements are made. Buyers are entitled to warranties as listed below only after full compliance with those terms.

Sale Positive: The highest bidder shall be the buyer. Every animal is pledged to absolute sale unless withdrawn for just cause. In case of dispute the animal shall again be put up for advance bids. If there be no advance bid, the auctioneer shall indicate the party whose bid he recognized. Other claimants will be given an opportunity to increase the bid. Bidding directly or indirectly on an animal in which the bidder or any person for whom the bid is made has an ownership interest is prohibited unless the intention to bid is disclosed specific to each animal in the catalog and/or announced when the animal enters the ring.

Certificates of Registration: Certificates of registration or identification (whichever applies) showing transfer to the buyer on the records of the American Guernsey Association will be furnished by the seller for each animal at no cost within a reasonable period of time. An animal may not be transferred back to seller within a period of one year following the sale except at the discretion of the American Guernsey Association. Registry certificates show ownership on the record of the American Guernsey Association, but are not documents of title.

Catalog Information: The material in this catalog has been carefully edited. Any errors, omissions or information noted after printing of the catalog will be announced. Such announcements will take precedence over printed matter in the catalog. In any event, neither the sponsor nor the sale manager assumes personal responsibility for errors or omissions. The American Guernsey Association assumes no responsibility for the accuracy of the breeder supplied information which is designated in the pedigree.

Risk: All animals are at the buyer's risk as soon as struck off, but will be cared for at no cost for 24 hours. Buyers must make arrangements for the care of their purchases beyond the 24 hour period. Animals are solely at the seller's risk prior to being struck off, including that time while under the care and supervision of the sponsor or sale manager.

Warranties: The seller or consignor warrants clear title to the animal and the right to sell same. Each animal is sound and healthy unless otherwise noted in the catalog or announced from the auction stand. Every precaution will be taken to represent the true physical condition of the animal exactly as it is known. Examination of all purchases should be made immediately after the purchase and if found not to be as represented, then a complaint must be reported to the sale management before the close of the sale. In the event no complaint is filed, it is understood that the buyer assumes all risks, after which no representation of the seller can be made through the sale manager. Heifers that have never calved are not guaranteed as to the condition of their udders following calving. In complete dispersal sales, cattle are sold "as is" unless stated otherwise in the catalog, and if so stated, all claims must be made within 30 days following the complete dispersal. All warranties cease when the animal is resold by the original purchaser. Seller warrants that the parentage of the animal or embryos is accurately recorded. Should any process endorsed by AGA prove otherwise, seller shall make settlement satisfactory to buyer for no more than the purchase price of the animal or embryo package.

Breeding Warranties: FEMALES - Any female when sold that has freshened normally within 90 days of the date of sale is, by the fact, considered a breeder. Should any other female when fresh over 90 days at the time of the sale, fail to become pregnant within four months of sale date after having been bred regularly and after having been examined by a licensed veterinarian, the matter should be reported in writing to the seller within 150 days of the sale date. Should any heifer, when less than 20 months of age when sold, fail to become pregnant within 120 days of her first recorded breeding date, after having been bred regularly and examined by a licensed veterinarian, the matter shall be reported in writing to the seller within 150 days of the first recorded breeding, or before the heifer reaches 24 months of age, whichever comes first. The seller may then, at their own expense, have the privilege of 120 days to prove her a breeder by confirming her in-calf to a Registered Guernsey bull, before refunding the full purchase price or making other satisfactory settlement to the buyer. The seller will have 30 days, or a period mutually agreed upon by both parties, in which to take possession of the animal following notification from the buyer. The buyer must immediately make the animal available to the seller upon invoking this warranty. Should the owner refund the purchase price, ownership in the animal reverts to the seller. Females bred when sold and pronounced in calf are presumed to be pregnant, but pregnancy is not guaranteed unless so announced. The seller makes no warranty that pregnant females will deliver calves or that they will carry them full-term. Superovulation or flushing a female after the sale negates any breeding warranty. MALES - Should any bull, after reaching the age of 14 months, fail to prove a breeder, after being used for four months on cows known to be breeders, the matter shall be reported in writing to the seller. The seller shall then have the privilege of 120 days in which to prove the bull a breeder before refunding the purchase price or making other settlement satisfactory to buyer. Males (A.I. Use) - Should any bull upon reaching the age of 16 months fail to produce semen meeting the buyer's quality standards or fail to pass required health tests and examinations, the matter shall be reported in writing to the consignor. At such time, the consignor shall refund any payments made by the buyer and the buyer shall return the bull or make other settlement satisfactory to the buyer.

Health Warranty: The seller will provide an official health certificate suitable for interstate shipment to the buyer for each animal. Each animal, other than calves under four months of age, has passed a negative test for tuberculosis within 30 days of the sale date. Each female other than official, calfhood vaccinates under 18 months of age has passed a negative test for brucellosis within 30 days of the sale date. Herd and/or area accreditation and certification status printed in the catalog for each animal. Health tests and conditions for export sales or sales to states with health requirements additional to those indicated above or disclosed are at the sole risk and responsibility of the buyers unless other arrangements are made with the seller and disclosed to the sponsor and/or sale manager prior to the sale. The result of any future health test is not guaranteed.

Shipping: Assistance will be given in loading and shipping animals after the sale, but no risk is assumed by anyone associated with the sale when such assistance is given. All costs, risks and responsibilities are borne by the buyer unless other arrangements are made. Transportation charges on all animals subject to adjustment shall be paid by the shipper.

Absentee Bidders: While it is preferable for prospective bidders to attend the sale in person, for the convenience of those not present, members of the sales force are qualified to act and will gladly represent you. Any person handling a bid for an absentee buyer does so as agent only and is not responsible in any way for any animal he may purchase in that capacity. Others handling bids for absentee buyers should identify themselves to the sponsor or sale manager before the sale to ensure that the terms of the sale are complied with.

Responsibility: The seller is the responsible party for all recommendations and warranties. The sale manager, auctioneer and/or sponsor are acting as agents only and are not responsible in any way, but will endeavor to protect the interests of both buyer and seller. The sale manager, sponsor, seller or anyone associated with the sale will not be responsible for accident, injury or property loss to anyone attending the sale. Provided the terms of the sale have been adhered to, the sale manager or sponsor will not be liable for any amounts of money not paid by a purchaser of any animal, at any time. The sale manager and sponsor will be responsible only for transmitting to the seller net proceeds of funds actually received from a purchaser. In submitting the entries and in selling the animals listed in this sale, the seller or consignor subscribes to the various regulations and requirements as set forth above and assumes full responsibility for his animals.

This sale is subject to the American Guernsey Association Merchandising Policy and Public Auction Sale Code. Violation of these terms and conditions shall subject the violator to such penalties as may be imposed by the American Guernsey Association.