

Terms and Conditions

TERMS: The terms are cash or check on sale day payable to Modern Associates, Sales Manager, in U.S. funds unless other arrangements are made with the consignor prior to the sale. All payments must be made to the clerk of the sale and no release of animals will be given until satisfactory settlement has been made. The guarantees listed below shall be offered by the seller only after payment terms have been met by the purchaser.

BIDS: The highest bidder shall be the buyer. In case of dispute, the animals shall again be put up for advance bids and if there be no advance bid, the animal shall be sold to the person from whom the auctioneer accepted the last bid. Every animal is pledged to absolute sale and by-bidding is prohibited. Every animal must be transferred to the new owner and may not be transferred back to the seller, except at the discretion of the recording society concerned.

EXPORT TRANSACTIONS: Prospective buyers or agents must make satisfactory agreement regarding health tests and requirements with the consignor and/or sale's management prior to the sale. Failure to do so shall make the buyer responsible for all health tests. Any special terms of payment must be cleared with the sale's management prior to the sale.

RISK: All animals are at the purchaser's risk as soon as struck off, but will be cared for free of charge for a reasonable length of time. Purchasers must make arrangements for care of their purchase if not removed within 24 hours following the sale. Separate agreement must be approved on export cattle. All animals are at the consignor's risk prior to selling in the event of fire or other mishap. All semen and embryos sold shall immediately become the buyer's property and risk as soon as struck off. Shipping assistance will be given; however, no risk on loss is assumed by the sale's management.

CERTIFICATES OF REGISTRY AND TRANSFER: Each animal which is cataloged, offered, and sold as registered shall be recorded in the Herdbook of the Brown Swiss Cattle Breeders' Association of the U.S.A. The sale management shall be responsible that every animal be transferred within 30 days to the purchaser at the seller's expense, such transfer to be recorded on the Certificate of Registry by the Secretary of the Association. The following suffixes have been added to the names of animals designated by the Brown Swiss Cattle Breeders' Association of the U.S.A. as abnormality carriers or non-carriers as may apply. (W); (S); (M) - known Weaver, Spiderleg or SMA carrier determined by identification of affected offspring. (CW); (CS); (CM) - a confirmed Weaver, Spiderleg or SMA animal through diagnosis by an approved laboratory. (W*); (S*); (M*) - Weaver, Spiderleg or SMA carrier determined by DNA testing at a confidence level of 90% or above. *TW; *TS; *TM - Weaver, Spiderleg or SMA non-carrier determined by DNA testing at a confidence level of 90% or above.

SHIPPING: Assistance will be given in loading and shipping animals, but no risk is assumed by the sale's management or seller.

WARRANTIES:

- (1) The seller warrants clear title to the animal and right to sell the same.
- (2) Unless otherwise noted in the catalog or announced from the auction stand, each animal is sold as sound. All udder guarantees will cease when the cattle are loaded for removal from the barn.
- (3) **BULLS:** Are sold as being able to serve and settle after reaching 14 months of age. The buyer is expected to provide reasonable care and feeding. Should the bull prove to be a non-breeder, the buyer shall notify the seller within four months after the bull reaches 14 months of age. The seller shall then have six months to prove the bull to be a breeder. In no case shall the seller be responsible for more than the selling price.

FEMALES: Any female pregnant when sold or that has freshened with 90 days prior to the date of the sale is by that fact considered a breeder. Should any other female not pregnant when sold fail to become pregnant within six months of sale date, or if less than 15 months old when sold, by the time she reaches the age of 21 months, after having been bred to a bull known to be a breeder and after having been treated by a licensed veterinarian, the matter shall be reported in writing to the seller within two weeks of the aforementioned times. The seller will then have the privilege of six months time in which to prove the animal a breeder before refunding the purchase price. Females bred when sold are presumed to be pregnant, but pregnancy is not guaranteed. The seller makes no warranty that females announced safe in calf will deliver live calves, or that they will carry calves full term, nor does he guarantee that the calf carried will not be mummified. In no case shall the seller be responsible for more than the sale price of the animal.

- (4) Above warranties cease when the animal is disposed of by the original purchaser.
- (5) Transportation charges on all animals subject to adjustment shall be paid by shipper.
- (6) The Breeding Warranty is eliminated if a female is flushed or super-ovulated following the sale.

HEALTH CERTIFICATES: Official health certificates will be provided to the purchaser of each animal. Results of any future health tests are not guaranteed. The seller and sale management hereby notify buyers that, according to the State of Wisconsin ATCP Rule 10.21, all animals are sold as originating from a maximum risk paratuberculosis herd. The seller and sale management can not be held liable.

ERRORS: The material in this catalog has been carefully edited. If any errors or omissions are discovered, they will be announced, such announcements to take precedence over the matter of print in this catalog. Neither the editors of the catalog, the sale's management nor the consignors can assume any responsibility for any errors or omissions in the catalog.

ACCIDENTS: The Sale Manager, auctioneers and owners are not in any way responsible for the condition of the grounds nor the behavior of the animals and disclaim any liability in the event of personal accident or property loss.

RESPONSIBILITY: The consignor will represent and be responsible for his animals. In no case, however, will the consignor be responsible for any damages beyond the selling price of the animals. Wayne E. Sliker/dba/Modern Associates, sale manager, assumes no responsibility, acting only as an agent, but will endeavor to protect the interests of both buyer and seller.

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