

BULL WARRANTY, BUYER/SELLER OBLIGATIONS

- 1 *It is the obligation of the seller to make sure that each animal sold has a readable tattoo corresponding to its registration paper.*
- 2 *Buyers have a responsibility to recheck the tattoos after taking possession and reporting any discrepancies to the seller immediately.*
- 3 *The seller guarantees that the animal is registered according to the rules of the AHA and that the pedigrees of all animals are registered in the Herd Book of the AHA. All bulls will be DNA tested to verify parentage.*
- 4 *Seller shall transfer a breeding animal to buyer within 30 days of purchase.*
- 5 *The official AHA registration certificate is not a legal title or proof of ownership. The registration paper simply states who has AHA 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.*
- 6 *Expected progeny differences provided to Hereford breeders enrolled in the AHA TPR program are statistical predictions or estimates of expected performance of future progeny, not guarantees of performance.*
- 7 *All animals will be eligible for interstate shipment as required by federal regulation.*
- 8 *Seller will be responsible for informing buyer of all known information relative to genetic abnormalities. All bulls will be DNA tested for all known genetic abnormalities.*
- 9 *Buyer will assume all risk associated with the purchase of known and unknown genetic abnormality carrier animals provided the seller has disclosed all known information relative to said genetic abnormalities.*
- 10 *Seller is not responsible for any new genetic abnormalities that are recognized by the American Hereford Association after the sale of an animal.*
- 11 *Seller will guarantee that bulls are breeders if the bull is at least 12 months of age at the time of the sale and is not turned out into cows before 14 months of age. A bull can also be guaranteed a breeder if it has passed a breeding soundness exam performed by a competent veterinarian or reproductive technician. Any agreement with respect to the ability to freeze semen shall be a separate agreement between buyer and seller.*
- 12 *Seller will provide buyer documentation that the bull has passed a breeding soundness exam performed by a competent veterinarian or reproductive technician or provide buyer a \$50 credit off agreed purchase price of the bull for the buyer to have a breeding soundness exam completed. Buyer must have the breeding soundness exam completed within 30 days of the bull's purchase date.*
- 13 *In the event an animal is claimed to be a non-breeder, the buyer may return the animal to the seller's farm if in good condition and is accompanied by documentation of a failed breeding soundness exam performed by a competent veterinarian. This is done at buyer's expense. The seller is then entitled to have the bull examined following return of the animal, to determine the animal's breeding ability. If the seller is unable to prove the animal a sound breeder, the seller shall have the option to replace the animal with another of similar quality or to refund the purchase price in the form of a credit on a future purchase. If the seller determines the proven breeding ability of the animal it shall be the obligation of the buyer to accept delivery of the animal. All transportation is to be at the buyer's expense.*

THE AFOREMENTIONED TERMS AND CONDITIONS SHALL CONSTITUTE A CONTRACT BETWEEN THE 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.