

# Terms and Conditions of National Maine Anjou Beef Sale

The cost of entry in the sale is \$150.00 per animal. If any animal is rejected from the sale prior or on the day as a result of failing any prescribed test no refund will be available.

## **Conformation and condition**

Animals will be inspected on sale day by a veterinarian for soundness and temperament. The animal will be expected to stand quietly and comfortably in a crush for five minutes.

All animals must be in good body condition, ideally near to show condition.

Feet will have no cracks, no claws, not be excessively long and be untrimmed.

Udders will be functional, with all quarters working and not have excessively large teats.

Testicles will be appropriately sized for the animals` age in the Veterinarians opinion

A member of the sale committee will make themselves available to inspect animals prior to the sale if a member requires assistance or an opinion on suitability for entry.

Heifers should be well grown to reduce calving risks.

Heifers must be PTIC or come with a veterinarian`s report that states that on a physical inspection all internal reproductive organs are intact. Heifers declared not in calf should be pregnancy tested not in calf.

All animals offered for sale must be tested for and declared free of pesti-virus.

Bulls will be ready to work at time of sale, the minimum age being 15-18 months and will be 600-650kgs or more. Members offering younger males for sale must comply with the conditions in the warranty clauses.

## **Warranties**

### **Females**

Females over 12 months and sold as unjoined are warranted fertile to natural service within 12 months. The purchaser is to have the right to a full refund of the purchase price of the female on submitting a veterinary report after the expiration of 12 months to the effect that the purchaser has been unable to get the female in calf to natural service. The veterinarian must state that in his opinion there is no evidence that the female has suffered any injury or illness since being sold to the purchaser which could have affected her breeding ability. The veterinarian must also state that in his opinion there is no evidence that the female has been subjected to embryo transfer procedures. The veterinary report (together with a statutory declaration by the purchaser to the effect that the substance of the report is true and correct) must be forwarded to the vendor (with a copy to M.A.Beef) within 14 days of the first anniversary]of the sale date.

### **Bulls**

All bulls are sold as fertile and capable of natural service. The purchaser is to have the right to a full refund of the purchase price of the bull within six months of the date of the sale subject to submitting a veterinarian's report stating that the bull is infertile or incapable of natural service. The veterinarian must also state that in his opinion the bull has not suffered any injury or illness since being sold to the purchaser which could have affected his breeding ability. The veterinary report (together with a statutory declaration by the purchaser to the effect that the substance of the report is believed by the purchaser to be true and correct) must be forwarded to the vendor (with a copy to M.A. Beef) within 14 days of the date being six months after the sale date. Bulls under 14 months must be 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 buyer be responsible for more than the selling price. Any issues arising from the sale of these younger cattle will not be the responsibility of the sale committee or M.A.Beef.

### **Docility**

All animals are sold as having acceptable docility. The purchaser is to have the right to a full refund of the purchase price of the animal within 28 days of the date of the sale or a replacement animal of similar quality and price to be supplied by the vendor subject to submitting a veterinarian's report stating that the animal is of unacceptable docility.

A veterinarian must state that in his opinion the animal has not been mistreated in a way which would have affected its behaviour since being sold to the purchaser. The veterinary report (together with a statutory declaration by the purchaser to the effect that the substance of the report is believed to be true and correct) must be forwarded to the vendor within 28 days, being 28 days after the sale date

In the event of an impasse arising from reports issued pursuant to these warranty clauses, the M.A.Beef National Sale Committee will obtain an independent veterinary report, the findings of which will be final and binding on all parties.

### **Costs Recovery**

Any costs incurred by a purchaser as a result of any warranty claim will be paid or reimbursed by the vendor. These costs will be restricted to the veterinary costs incurred as part of the warranty claim and any return transport costs. No consequential loss will be considered. For clarity, the maximum claim a purchaser can make is restricted to the purchase price paid, any veterinary fees incurred and reasonable return transport costs. The parties may however decide to settle via other options i.e. the purchaser may sell the animal to a processor with the balance, if any, paid by the vendor.

Failure of a member to comply with the warrantee conditions of the sale will result in the cancellation of membership of the society and all of the members cattle will be deregistered from M.A.Beef.