

## ASA Recommended Terms of Sale

### Standard Breeding Guarantee

1. All animals sell under the terms and conditions of the American Shorthorn Association Standard Breeding Guarantee.
2. All animals are guaranteed to be breeders unless they fail to breed due to injury or disease occurring after purchase.
3. Bulls are guaranteed breeders, regardless of age at date of sale, provided that:
  - the bull is at least 14 months of age before being allowed to breed cows in a pasture situation.
  - the cow herd is healthy.
  - A breeding soundness exam (BSE) shall constitute fertility if performed after the bull becomes 12 months of age and is performed no more than 30 days prior to date of sale.
  - The ability to freeze semen does not imply fertility guarantee. A guarantee for this would require an additional agreement between buyer and seller.
4. Females are guaranteed breeders, regardless of age at date of sale, except if after date of sale, female is flushed (single egg or multiple ovulations including In vitro or any other form of super ovulation or transplanting of an embryo from said female) prior to being bred for a natural calf.
5. Females sold as safe in calf should be determined by a licensed veterinarian. If a female proves not to be in calf to the bull stated, in the time frame stated, the buyer can exercise his choice of options as follows:
  - a) request a full and prompt refund of the purchase price upon return of the female to the seller's farm.
  - b) request an adjustment to the purchase price.
  - c) request service to the bull previously used, if available.
  - d) If female sells guaranteed bred to a certain sire, and proves to have been bred to a different sire, the buyer can choose from options, c, or a suitable substitute agreed to be both parties.
  - e) seller has a six-month period of time to prove that the female is a breeder.
6. Females sold as served. Served females pasture exposed or AI'd and not pregnancy verified could be in calf, but not so guaranteed. If the female proves to not be bred, the buyer may obtain service from the bull previously used, if available. Such females are still guaranteed to be a breeder.
7. Females sold as open are believed to be open and are so guaranteed. If a female sold as open proves to be in calf, the purchaser may return the animal to the farm of the seller, prior to calving, for a full and prompt refund of the purchase price or for another animal of equal value, whichever is acceptable to the purchaser. It is the obligation of the seller to bear any expense incurred for transportation.
8. Cows with calves at side, when sold as pairs, cows are presumed breeders with no further guarantee. In cases where the pair is split, the standard breeding guarantee applies to the calf.

9. Females that are flushed after purchase and produce a fertilized embryo are considered breeders and need not conceive for natural calving after that flush. The term flush defined as (single egg or multiple ovulations including Invitro or any other form of super ovulation or transplanting of an embryo from said female)
10. Females that have been flushed prior to date of sale are still subject to the standard breeding guarantee, unless the seller clearly and prominently states the female is not guaranteed.
11. All females, including virgin heifer calves, regardless of age at date of sale, are guaranteed breeders, unless the buyer chooses to flush the female prior to breeding for natural calf. Such flush, even if unsuccessful, negates the standard breeding guarantee, unless a specific and separate agreement is made with the seller prior to flush
12. A female which fails to conceive for a natural calf, at the option of the buyer, with agreement with the seller, can be flushed and if the flush produces fertilized viable embryos, such constitutes fertility and satisfies the guarantee.

## **Identification**

1. It shall be the obligation of the seller to determine that each animal offered for sale carries a legible tattoo corresponding to its registration certificate.
2. It is the responsibility of the buyer to check tattoos for accuracy.
3. The following information for each animal should be included in sale catalog:
  1. Official registered name
  2. ASA registration number
  3. Registry status (Purebred or ShorthornPlus)
  4. Percentage of Shorthorn for ShorthornPlus
4. It shall be the Seller's obligation to clearly state if an animal is horned or polled. Scurred animals shall be considered polled.
5. The first owner (seller) of the calf will be responsible for submitting the application for registration to ASA.

## **Health**

1. All animals should be eligible for interstate shipment as required by state and federal regulations. If an animal is calfhood vaccinated, the proof of calfhood vaccination for Brucellosis should be provided in the form of a permanent ear tattoo shield.
2. It is the responsibility of the buyer to know the health requirements of his/her home state.

## **Certificates of Registry-Transfers**

1. A certificate of registry and transfer will be furnished for each animal sold. It shall be the responsibility of the seller and/or sale manager to submit the properly prepared transfer application promptly to the American Shorthorn Association. If the animal is bred then the

transfer application should include the service sire(s) any AI dates and pasture exposure (PE) dates with proper sire's registration number included.

2. The official ASA registration certificate is not a legal title or proof of ownership. The registration paper simply states who has ASA 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.

### **AI Certificates**

1. AI service certificates shall be furnished by the seller, at no cost to the buyer, for all females bred artificially to bulls that require an AI Certificate in order to register the resulting calve(s) not owned by the seller.

### **Options for Return or Adjustment**

1. All claims for adjustment or refund must be made in writing within six months of the sale date, or not later than six months after the animal reaches 18 months of age, with the exception of misrepresentation of service sire.
2. In the event an animal is claimed to be a non-breeder, the animal may be returned to the farm of the seller if in good condition and complying with the health requirements of the seller's state. The seller shall be entitled to six months to prove that the animal is a breeder. If, at the end of six months, the seller is unable to prove that the animal is a breeder, the seller shall, at the option of the buyer, replace the animal with another of equal value or refund the purchase price. The return of the full purchase price shall in any case be deemed as full satisfaction and settlement. Any expense incurred for transporting an animal claimed to be a non-breeder back to the seller's farm shall be the responsibility of the seller. If the seller proves the animal to be a breeder, it shall be the obligation of the purchaser to take delivery of the animal and pay all expenses incurred for transportation back to the purchaser's farm.

### **Genetic Condition Disclaimer**

1. The seller is responsible for disclosure of all known Genetic Condition Abnormalities at the time of sale. Genetic Conditions for each animal should be displayed in the same format as on the original registration paper or disclosed in a separate box that is in a prominent place. The buyers should be notified of the results (both free or carrier status) from any testing for Genetic Conditions.
2. Provided the seller has disclosed all Shorthorn Genetic Conditions known to the seller and /or to the Shorthorn breed at the time of sale, the buyer assumes all risk associated with the purchase of known or unknown Genetic Condition Abnormalities of carrier animals. The Seller is not responsible for any new Genetic Condition Abnormalities that may be determined or discovered by the ASA after the time of sale for any animal or genetic material.
3. The seller should print in the catalog all EPDs and accuracies for each EPD trait and all breed indexes on each animal selling. This information should be presented in a standardized manner as seen in ~~sire summaries~~ or breed EPD information released by ASA.

This performance information should be the latest and most accurate data at the time the catalog is printed, providing the animal qualifies to have EPDs attached to their registered pedigree. Any other pertinent performance data such as BW, WW, YW or Carcass Data that is available should be added to the performance listing in the catalog at the seller's discretion.

## **Terms Recommended for Auction Sales**

### **Announcements**

1. Any changes of information contained in a sale catalog will be announced from the auction block and such announcements shall take precedence over any printed material.

### **Bidding**

Each animal will be sold to the highest bidder without reservation. The auctioneer will settle any bidding disputes. His/her decision on such matters will be final.

### **Terms**

Terms of sale are cash unless credit arrangements are made between buyer and seller prior to sale.

### **Purchaser's Risk**

1. Each animal becomes the property of the buyer as soon as sold, unless other arrangements are made prior to the sale.

THE AFOREMENTIONED TERMS AND CONDITIONS SHALL CONSTITUTE A CONTRACT BETWEEN THE PURCHASER 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 NEITHER THE AMERICAN SHORTHORN ASSOCIATION, NOR ITS OFFICERS, DIRECTORS OR EMPLOYEES ARE IN ANY WAY RESPONSIBLE OR LIABLE FOR ENFORCING THE TERMS AND CONDITIONS OF THE AGREEMENT IN TRANSACTIONS BETWEEN PURCHASERS AND SELLERS.

Updated and approved by the ASA Board of Directors on April 26, 2021.