

TERMS AND CONDITIONS

Limited Warranty

TERMS: The terms of the sale are cash unless arrangements are made prior to the sale. Satisfactory settlement must be made with the clerk of the sale immediately after the close of the sale. Only when the above conditions are met will the buyer be entitled to the warranties listed below. Animals will be released only on a signed order from the clerk when presented to the barn superintendent. In no case will animals be released unless settlement is made with the clerk of the sale.

EXPORT SALES: Arrangements regarding health requirements and health tests for a specific importing country shall be a matter of agreement prior to the sale between the seller and potential buyer. Otherwise, the buyer assumes all responsibility for all health tests.

BIDS: The highest bidder shall be the buyer. Bidding parties or their agents are responsible for all bids placed. Every animal or lot is pledged to absolute sale. In case of dispute, the animal or lot 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 on the stand accepted the last bid. In case two or more claim the bid, the auctioneer in the box shall indicate the party whose bid he recognized. Other claimants will be given an opportunity to increase the bid and bidding will be restricted to the two or more claimants.

BY-BIDDING: 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 announced when the animal enters the ring.

RISK: All animals located at the sale site are at the purchaser's risk as soon as struck off, but will be cared for free of charge for 24 hours. Purchasers must make arrangements for the care of their purchases beyond the 24 hour period, unless sold for export in keeping with separate terms. Animals are solely at the consignor's risk prior to selling in the event of fire or other eventuality.

CERTIFICATES OF REGISTRATION, RECORDING OR IDENTIFICATION: (Whichever applies) will be furnished by the seller showing transfer on the records of the Holstein Association to the purchaser and will be provided free of charge within a reasonable period of time.

WARRANTIES: 1) Each consignor warrants clear title to the animal, and the right to sell same. 2) Each animal is sound and healthy in every respect and embryos have been recovered, processed, frozen, transferred and graded in keeping with IETS recommendations, unless otherwise noted in the catalog or announced from the auction stand. Every precaution will be taken to represent the physical condition of each animal or embryo, donors or recipients exactly as known. Examination of all purchases should be made immediately after the purchase and before the close of the sale; and if found not to be as represented, 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 full ownership in the case of animals at sale site together with all risks, after which no representations of the seller can be challenged through the sale management. Heifers that have never calved are in no way guaranteed as to the condition of their udders following calving. No guarantee is made concerning freedom from hardware unless so announced. 3) The seller has represented the breeding record of females and service age bulls as accurately as possible, but no male or female is guaranteed to be a breeder.

SHIPPING: Assistance will be given in shipping the animals after the sale. All costs, risks and responsibility will be borne by the purchaser with the exception of special terms for export purchases. Transportation charges on all animals subject to adjustment shall be paid by the shipper.

PEDIGREE INFORMATION: All production, classification, type and production summaries are current. All records, except records in progress, are shown on crude protein scale. Only records recognized by the Association as acceptable for pedigrees are used in pedigrees contained herein. Any production or classification records followed by a quotation mark ("") have been supplied by the seller or consignor.

EMBRYO TRANSFER: All animals that have resulted from embryo transfer are identified with the suffix "ET" in the name. Any manipulation as aspirating oocytes, in vitro fertilization and maturation, splitting, nuclear transfer or other technology will be identified and will be a matter of record in the Association office. Donor dams are identified.

HEALTH WARRANTY: The results of any future health test 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 take precedence over the printed matter in this catalog. Neither the editors of the catalog, the sale management, nor the consignors can assume any responsibility for any errors or omissions in the catalog.

ACCIDENT: The sale management, the consignors, and the owner of the grounds will not be responsible in any case for the condition of the grounds or 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. Tom Morris, Ltd., as sale manager, assumes no responsibility, acting only as an agent, but will endeavor to protect the interests of both buyer and seller.