

Terms of Sale - Warranty

THE HEREFORD CATTLE SOCIETY,
HEREFORD HOUSE, 3, OFFA STREET. HEREFORD. HR1 2LL



BULL WARRANTY

- (a) All Bulls 12 months old and over on the day of the sale shall be sold as being fertile and capable of natural service as at the date of sale.
- (b) No claim in respect of infertility:
- (i) Shall be made during the first month after the date of sale or after the expiration of six months from the same date.
 - (ii) Shall be valid where a Veterinary Surgeon, nominated or appointed as in Regulation (c) (i) below, certifies in writing that infertility is due to illness contracted, or injury suffered, after the fall of the hammer on the day of sale.
 - (iii) Of bulls purchased for export shall be valid unless such claim shall have been admitted or proved correct prior to the shipment by sea or air, or before the expiration of the time allowed by clause (c) hereof whichever shall be the earlier date.
- (c) If, during the second and sixth months after the date of sale, or as provided in clause (b) (i), notice in writing of the bull's infertility be given by the Purchaser to the Society, then, subject to the provisions of clause (b) of this regulation, to establish a claim for infertility the following provisions shall have effect, namely:-

Upon receipt of such notice:

- (i) If, and only if, both the Vendor and the Purchaser so agree in writing, the bull shall be examined either by an independent Veterinary Surgeon to be agreed upon by both the Vendor and the Purchaser or in default of agreement to be appointed by the Society, and the decision of such Veterinary Surgeon as to fertility or otherwise shall be final and binding on both parties, such decision to be given within three months of the receipt of the notice under clause (c), such decision to contain a certificate as to whether or not, in the case of infertility, such infertility is due to illness contracted or injury suffered after the fall of the hammer; or
 - (ii) The Vendor may take the bull back and shall have three months from the receipt of such notice in which to prove whether or not the bull is fertile for and capable of natural service, such proof to be the decision (which shall be binding on the parties) of an independent Veterinary Surgeon agreed upon or appointed as in sub-para (i) hereof.
- (d) In this Regulation the words "fertility" and "infertility" shall mean "fertile and capable of natural service" and "infertile or not capable of natural service" respectively. All references to "months" shall mean "calendar months".
- (e) The expenses of proving fertility or otherwise shall fall as follows:-
- (i) In the event of the Vendor exercising his right of having the bull returned to him under clause (c) (ii) hereof, the cost of carriage shall be paid by the Vendor in any event.
 - (ii) All other expenses of carriage and independent Veterinary Surgeon shall follow the decision of fertility or otherwise.
 - (iii) There shall be no claim by either party for maintenance of a bull.
- (f) In no case shall the Vendor be liable, under this regulation, for a sum exceeding the amount for which the Bull was sold (and any expenses awarded under the preceding paragraph) less its realisable value at the time of the decision of the Veterinary Surgeon. The Purchaser shall not unduly reduce the bull's condition without the Vendor's consent.

- (g) Notwithstanding the provisions of the clause (c) of this regulation, the Vendor shall, upon receipt of a notice of claim of infertility, have the option, to be exercised within fourteen days of receipt of such notice, of taking the bull back and refunding the full purchase price to the purchaser.
- (h) Any examination by a Veterinary Surgeon under this regulation shall be conducted at the place where the bull is kept at the time of the Veterinary Surgeon's appointment whether this be by agreement of the parties or by the Society.
- (i) A copy of all notices and decisions under this regulation shall be forwarded to the Secretary through whom also all payments other than expenses under clause (e) shall be made. Failure to comply with this regulation may mean that the claim cannot be substantiated.

FEMALE WARRANTY

The Vendor shall pay to the Purchaser compensation at the following rates except that in cases (a) and (b) where a female is sold with her calf at foot as one lot, the value of the calf shall be 30% of the total sale price, thereby determining the value of the adult female on which a claim can be made as 70% of the sale price of that lot. In the case of:-

- (a) Females sold as being served which shall come into service within two months of Sale, and which are last served not less than ten weeks prior to the Sale:-
 - (i) In the case of females realising 600 guineas or over, an allowance of 25 per cent of the cost of the animal.
 - (ii) In the case of females realising 1,000 guineas or over, the Vendor shall allow the Purchaser an additional 15 per cent on the amount exceeding 1,000 guineas.

Notice of any claim under (a) must be made by the Purchaser to the Vendor or his agents in writing, immediately the animal shows signs of being in service.

- (b) In the case of females sold as being in calf and subsequently proving to be not in calf for reasons of abnormality of the genital system, the following conditions and procedures shall apply.

Notice shall be given in writing by the Purchaser to the Vendor, immediately the animal shows signs of being in service, or failing this, within 10 calendar months of the date of service or of the last date when running with the bull where a warranty of pregnancy is given. Upon receipt of such notice:

- (i) If, and only if, both the Vendor and the Purchaser so agree in writing, the animal shall be examined by an independent Veterinary Surgeon, to be agreed upon by both the Vendor and the Purchaser, or in default of agreement, to be appointed by the Society, and the decision of such Veterinary Surgeon shall be final and binding on both parties.
- (ii) In his certificate the independent Veterinary Surgeon must state that the animal is barren and has not been in calf to the stated service, giving details of the abnormality.

Where a claim is established under this clause the Vendor shall pay to the Purchaser compensation at the following rates:

- (iii) In the case of females realising 600 guineas or over, an allowance of 25 per cent of the cost of the animal:
- (iv) In the case of females realising 1,000 guineas or over, the Vendor shall allow the Purchaser an additional 15 per cent on the amount exceeding 1,000 guineas.

The expenses of such independent Veterinary Surgeon's examination shall be borne by any Vendor paying compensation under this Clause but otherwise by the Purchaser.

- (c) In the case of any females sold as being unserved and afterwards proving to be in calf, then an allowance of 25 per cent of cost shall be made by the Vendor and in the case of females realising 600 guineas or over the Vendor shall allow the Purchaser an additional 15 per cent on the amount exceeding 600 guineas.

Claims under Rule (c) to be made within six calendar months of date of sale.

- (d) No compensation will be paid if carelessness or ill-treatment on the part of the Purchaser can be proved by the Vendor.
- (e) The term "running with the bull" implies no warranty of pregnancy unless specifically stated in writing at the time of Sale. When a warranty is given then the above Rule (a) (i) and (ii) and (b) (iii) and (iv) will apply irrespective of service date.
- (f) Any Vendor required to pay compensation under this Rule shall have the option of taking back the animal concerned and in this event shall refund the full purchase price.
- (g) In the event of the Vendor exercising the right of having a female returned to him under this Rule the cost of carriage shall be paid by him in any event. In the event of the independent Veterinary Surgeon deciding in favour of the Purchaser, thus making it necessary for the animal to be slaughtered, cost of carriage shall be paid by the Vendor.
- (h) If it is found that a female gives calf to a different bull from that stated, then compensation will be payable at the following rate:
 - (i) In the case of females realising 600 guineas or over, an allowance of 25 per cent of the cost of the animal.
 - (ii) In the case of females realising 1,000 guineas or over, the Vendor shall allow the Purchaser an additional 15 per cent on the amount exceeding 1,000 guineas.

Claims under this rule must be received within one month of the birth of the calf.

N.B.

Any female (cow or heifer) that has been flushed for embryo transplant will be EXCLUDED from the terms of any warranty, but individual vendors of such animals shall have the option of giving their personal warranty to be announced at the time of sale.