

PEDIGREE CATTLE BREEDERS COUNCIL OF IRELAND
CONDITIONS OF SALE TO APPLY ON ALL SALES OF PEDIGREE CATTLE

1. These Conditions (and where appropriate at auctions, these Conditions together with the General Auction Conditions of Sale), form the basis of the contract between the vendor and the purchaser, and from the contract all conditions and warranties implied under the sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 or any other statutory enactment or implied by any law or custom or usage are expressly excluded.
2. In the event of a Sale by Auction and there arising conflict between these conditions and the General conditions of the Auction, these conditions shall prevail.
- 3 All animals are sold as they stand, and the purchaser is deemed to have examined each animal and fully satisfied himself about the animal prior to sale.
4. Save as herein after provided, no warranty whatever is given as to the performance or fertility of any bull and the purchaser is hereby invited to insure against this or any other risks connected with the bull, at his own expense.
5. The vendor shall and does hereby provide the following guarantee as to the fertility with each bull sold.
 - (a) No guarantee whatever as to fertility is given with any bull under the age of nine months at the date of sale, unless otherwise stated in writing.
 - (b) Subject to the Conditions hereinafter set out, the vendor guarantees that the bull is capable of putting a cow or heifer in a state of pregnancy by natural service within four months of the date of sale or within four months of attaining the age of fourteen months, whichever is the later. This guarantee shall be deemed to be fulfilled whenever one female animal is proved to be in calf by natural service to that bull, subsequent to the sale. A bull shall not be deemed to be incapable of putting a cow or heifer in a state of pregnancy by natural service on a semen test only.
6. The foregoing guarantee is subject to the following conditions -
 - (a) The bull shall be fairly tried with a view to him putting a cow or heifer in a state of pregnancy by natural service within two months of the date of sale or within two months of attaining the age of fourteen months, whichever is the later. For the purposes of this paragraph, "fairly tried" shall not be deemed to have occurred when less than three female animals in season have been properly presented to or run with the bull.
 - (b) If, upon purchase of the bull, it is found impracticable for the buyer to fairly try the bull within the period stated at paragraph 6(a) above, due to the purchaser's normal calving programme, the vendor must be informed in writing immediately after the sale of the month in which it is proposed to commence using the bull. The vendor shall not unreasonably refuse to extend to the purchaser within seven days of receipt of the said notice in writing from the purchaser.
 - (c) The Purchaser shall give notice in writing by registered post to the vendor of an inability of the bull to put a cow or heifer in a state of pregnancy by natural service or a suspected inability in this respect, not before the expiration of one month nor after the expiration of three months from the date of sale or of the bull attaining fourteen months, or any extension of the commencement of the trial period granted pursuant to paragraph 6 (b) above or whichever is the later.
 - (d) On receipt of the notice referred to at Paragraph (c) above, the vendor shall forward to the Purchaser a Bull fertility report in the form approved by the Irish Shorthorn Society Ltd., which shall be completed by a qualified veterinary Surgeon declaring that the inability to put a cow or heifer in a state of pregnancy by natural service is not the result of injury, accident, disease or neglect happening after the sale, and that he has examined the cows or heifers on which the bull has been tried, and has found them in a normal breeding condition and that they are not responsible for the bull's inability to put a cow or heifer in a state of pregnancy by natural service.
 - (e) The purchaser shall give the bull every opportunity of proving himself capable of putting a cow or heifer in a state of pregnancy by natural service within the period of four months mentioned in the guarantee at paragraph 5(b) above and shall (if required) allow a veterinary Surgeon appointed by the vendor to examine and try the bull and in addition shall (if required) allow the Vendor to remove the bull to the Vendor's own or other premises in order to try the bull.
 - (f) In the event of the vendor and the purchaser failing to agree on whether or not the bull is capable of putting a cow or heifer in a state of pregnancy in accordance with the foregoing provisions, or in the event of any other dispute arising between the parties concerning the implementation or inter-

pretation of this agreement, the said dispute shall be and is hereby referred to arbitration by a single arbitrator, to be agreed between the vendor and the purchaser (or in default of agreement to be nominated by the President for the time being of the Incorporated Law Society of Ireland), such arbitration to be conducted in accordance with the arbitration acts 1954 and 1980. The aforementioned referral to arbitration shall be a condition precedent to the commencement of any other legal action.

(g) In the event of the vendor and purchaser (or in default the Arbitrator) concluding that a bull is incapable of putting a cow or heifer in a state of pregnancy in accordance with the foregoing provisions of this Agreement, then the Vendor shall

- (i) Be bound to accept the return of the bull and on delivery of it to his premises (Unless some other Arrangements shall be mutually agreed upon) to refund to the purchaser the whole of the purchase price of the bull together with the expenses of the purchaser's veterinary surgeons, the cost of carriage from the purchaser's premises to the Vendor's premises, the carriage and keep of the bull from the date of notification of the claim, provided however that such expenses and costs shall not exceed an amount equal to ten percent of the sale price of the bull.

(ii) Pay the costs of the arbitration and the arbitrator in accordance with any direction given by the arbitrator in this regard. Save as aforesaid the vendor shall not be under any liability whatever to the Purchaser in respect of loss sustained by the purchaser however this loss arises and whether it be Consequential or otherwise.

7. Breeding Guarantee - Females Any cow or heifer realising 500 gns, or more that is stated by vendor as having been served or artificially inseminated not less than 12 weeks before the date of the sale shall be guaranteed in calf to the service date or date of artificial insemination and to the bull stated, unless any alteration to the service particulars is announced from the rostrum or by the vendor at the time the animal is sold. The term "running with the Bull" implies no guarantee of pregnancy unless specifically stated by the vendor at the time of sale, neither shall the provision by the vendor of a certificate of positive pregnancy diagnosis imply any such guarantee this being merely an expression of opinion. Every heifer sold as un-served shall be so guaranteed and all such heifers (unless sold suckling their dams) shall carry a guarantee that they are capable of breeding. Calves sold suckling their dams are given to the purchaser free, and no guarantees apply unless specifically stated by the vendor at the time of sale. No claim under these Rules will be effective unless made to the Auctioneers or to the vendor within the following time limits, as applicable:

(a) In the case of a cow or heifer sold as being in calf which proved NOT to be in calf - within 49 days of the date of sale.

(b) In the case of a cow or heifer which, although in calf, does not calve to the stated service or insemination date - within TWO CALENDAR MONTHS of the date that the animal should have calved according to the particulars of service or insemination stated in the catalogue of sale, in all such cases, no claim will be admissible unless there is an interval of more than four weeks between the presumed due date (according to the stated particulars of service or insemination) and the actual calving date.

NOTE the average gestation period for cattle is 285 days.

(c) In the case of a cow or heifer calves at a later date than the due date the onus of proving the identity of the service bull shall be upon the vendor.

(d) In the case of a heifer sold as un-served and which subsequently proved to be in calf - within SIX CALENDAR MONTHS of the date of sale.

(e) In the case of a maiden heifer which proves incapable of breeding because of malformation or abnormality of the genital system - not before the animal attains the age of TWENTY SEVEN MONTHS and no claim under this rule be admissible after the animal has attained the age of THIRTY SIXMONTHS. NOTE: Any female (cow or heifer) that has been flushed for embryo transplant will be EXCLUDED from the terms of this guarantee, but individual vendors of such animals shall have the option of giving their personal guarantee to be announced at the time of sale.

No claims will be admitted under these rules where it can be proved that a cow or heifer is carrying a mummified calf or has aborted or re-absorbed a fetus and no guarantee is given or implied that any cow or heifer will carry a calf full time.

All claims must be submitted to the vendor and the Secretary of the Society and shall be resolved in Accordance with the provisions of clause 6(f) of this agreement.

8. This agreement shall be interpreted in accordance with the law of the Republic of Ireland.

IRISH SHORTHORN CATTLE SOCIETY LTD.

CONDITIONS OF SALE AT AUCTION OF PEDIGREE CATTLE

1. The highest bidder for each animal shall be the purchaser, and in the event of any dispute, the Auctioneer shall have absolute discretion either to settle the dispute or re-offer the animal immediately.
2. The Auctioneer may, without giving any reason thereof refuse to accept any bid and may withdraw, any animal for which the bidding is insufficient.
3. No person may advance less at a bid than a sum to be named from time to time by the Auctioneer, and no bidding may be retracted.
4. The vendor may bid for any animal or animals, and may withdraw any animal, or animals either personally, or through the auctioneer or through any person, as many times as they respectively, may think fit.
5. The purchaser of each animal shall give their name and address to the auctioneer and pay for all animals purchased in cash, immediately at the close of sale. No animal or animals shall be removed from the sale premises on to yard for in full and a pass-out slip is obtained from the Auctioneer.
6. Each animal shall be at the purchaser's absolute risk from the fall of the hammer and shall be removed from the sales premises at the purchaser's expense.
7. The right of property of each animal shall not pass to the purchaser until the full purchase price is paid and the contract of sale is signed by the purchaser.
8. Care has been taken to ensure the accuracy of the catalogue, but no sale shall be invalidated by reason of any defect or fault in any of the animals by reason of the animals being incorrectly described in the catalogue, or by the Auctioneer in the ring, and no compensation whatever, shall be paid in respect of any such faults or errors of description.
9. All statements in the catalogue are made by the Auctioneer at the time of sale relating to any veterinary or other tests are to be taken as statements of fact only. No such statements shall guarantee the purchaser of any animal against loss arising from the subsequent reaction of such Animal to any test administered after the sale, and the vendors shall not be in any way liable Should this occur.
10. Neither the vendors nor the Auctioneers will be responsible for any accident or any injury to persons or property through fire or any other cause whatsoever, nor for any damages by animals prior to, during or after the sale.
11. All animals are sold subject to the conditions of sale recommended for use at auctions for the sale of pedigree cattle by the Irish Shorthorn Cattle Society Ltd.
12. The vendor gives no warranty whatever as to the fertility or performance of any bull, and each Purchaser is invited to ensure against this or any other risks, at his own expense.
13. Purchasers not complying with the above condition shall be subject, without further notice, to have their animals re-sold either by Public Auction, or by private treaty, at the discretion of the vendor, and the defaulter would be liable for any loss and expense that accrues on the re-sale.
14. The Irish Shorthorn Cattle Society accepts no responsibility for any errors or inaccuracies that may have occurred in the compilation of this catalogue.