

Irish Limousin Cattle Society Limited

Notice to Purchasers

Conditions of Sale

These Conditions of Sale apply to all pedigree registered Limousin cattle exposed for sale, by private treaty, by or under the auspices of the Irish Limousin Cattle Society Ltd., and form the basis of the contract between the seller 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.

Title

All animals exposed for sale must be the bona fide property of the seller/s at the time of sale and free of all liens, charges and encumbrances.

Pedigree

The pedigree of each animal is guaranteed to be correct by the seller. The seller is responsible for the accuracy of all information concerning the pedigree, description, and health of an animal.

Sale

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.

The right of property of each animal shall not pass to the purchaser until the full purchase price is paid and the conditions outlined above are met by the purchaser.

Warranty

Save as hereinafter provided, no warranty whatever is given as to the performance or fertility of any bull.

Bull Fertility Guarantee

Subject to the Conditions hereinafter set out, the seller guarantees that the bull is capable of putting a cow or heifer in state of pregnancy by natural service within three months of the date of the sale or within three months of attaining the age of 14 months, whichever is the later. This guarantee shall be deemed to be fulfilled once five females or 50% of the herd whichever is the lesser, are in calf to the bull by natural service, 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 based on a semen test only.

The seller shall and hereby provides the following guarantee as to the fertility of the bull which is sold:

- (a) If, upon purchase of the bull, and having regard to the purchaser's normal calving programme, it is found impracticable for the purchaser to fairly try the bull within three months of the date of the sale or within three months of attaining the age of 14 months, the seller will be informed in writing in the special comments section of the private sales contract forms, of the month in which it is proposed to commence breeding the bull.
- (b) The Purchaser shall give notice in writing by registered/recorded post to the seller of an inability or of a suspected inability of the bull to put a cow or heifer in a state of pregnancy by natural service. Such notice shall not be given until the expiration of one month or 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 (a) above or whichever is the later.

- (c) On receipt of the notice referred to at Paragraph (b) above, the seller shall forward to the Purchaser a Bull fertility report in the form approved by the Irish Limousin Cattle 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.
- (d) The purchaser shall give the bull adequate opportunity of proving himself capable of putting a cow or heifer in a state of pregnancy by natural service within the period of three months mentioned in the guarantee at paragraph (a) above and shall (if required) allow a veterinary surgeon appointed by the seller to examine and try the bull and in addition shall (if required) allow the seller to remove the bull to the seller's own or other premises in order to try the bull.
- (e) The purchaser, if requested by the seller, shall allow for cows and heifers running with the bull during the trial period to be pregnancy scanned.
- (f) The purchaser also gives the seller the right to take DNA (hair) samples from possible progeny of the bull in order to determine subsequent to the event whether or not the bull was capable of putting a cow or heifer in a state of pregnancy by natural service.
- (g) If the seller agrees to the return of the bull and refunds the purchase price but subsequently it is proven that the bull was capable of putting a cow or heifer in a state of pregnancy by natural service, the seller has recourse against the purchaser.
- (h) In the event of the seller 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 interpretation of this agreement, the said dispute shall be and is hereby referred to arbitration by a single arbitrator, to be agreed between the seller 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.

In the event of the seller 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 Seller shall

- (1) 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 seller'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.
- (2) 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 seller shall not be under any liability whatever to the purchaser in respect of loss sustained by the purchaser however his loss arises and whether it be consequential or otherwise.