

GIE AUBRAC BREED

SALE CLAUSE

1. GESTATION GUARANTEES

Breeding heifers and breeding cows are guaranteed in calf with the choice between the two following possibilities :

- a) No sign of oestrus : the buyer has 45 days after the pick up date of the animals, stated on the reverse of this form, to get proof, at his own cost, of a possible return to heat. After 45 days, no complaints will be entertained. In case of the animal being proven empty within that period it can be taken back by the vendor or 20% of the purchase price given back to the buyer by the vendor.
- b) manual pregnancy scan or blood test : will be carried out at the vendor's expense, by an approved qualified person who will deliver a certificate, stating whenever possible the calving date (no contractual guarantees). The buyer will have no come back if gestation has been certified, even if he does not take possession of the animals immediately.

2. BLOOD TESTS

They are done at the requisition of the buyer, on the vendor's holding, before delivery of the animals. The animals that fail will be kept by the vendor. Negative results have only an informative value at a given time (conjoncturel) and cannot be considered as lifetime guarantees.

3. TRANSPORT

When the price is established for animals collected, the expenses and responsibilities of the transport are on the buyer. When the price is established for animals delivered, the expenses and responsibilities of the transport are on the vendor.

4. HEALTH GUARANTEES

All breeding stock is sold with the health guarantees legally in place at the time. Any extra guarantees can only be the result of a mutual agreement between buyer and vendor.

5. GUARANTEES OF NON GESTATION

All heifers of less than 20 months are guaranteed empty. Any accidental gestation must be proven and the vendor informed within 30 days of the date of delivery of the purchased animal. After this time, no complaints will be entertained. The vendor is bound to take the pregnant heifer back immediately, or replaces her or reimburses the buyer 20% of the purchase price. If "expertise" is demanded, it will be paid for by the "looser".

6. BREEDING GUARANTEES (MALES)

In the case of males, if the buyer asks the vendor to take the bull back (bull infertile, physical inability to cover...) the buyer will have to, at his own cost, prove his claim within 45 days from the date of delivery for a bull over 24 months and 90 days for a male under 24 months. After this time, no claim will be entertained.

7. SALES OUTSIDE FRENCH TERRITORY

- All sanitary tests requested by the buyer must be done on the vendor's holding before the departure of the animals.
- Payment is compulsory within 21 days from the invoice date, by bank direct debit. The animals will only leave the vendor's holding if payment has been received in full by the vendor.
- If the amount due has not been received in full by the vendor, within 25 days of the bill date, the deal (transaction) is automatically void and the vendor is free to sell the animals on.

8. OWNERSHIP

The vendor reserves all rights of ownership of the animals until payment of their value has been received in full.