



"Where Consistency and Quality Unite to Form Perfection"
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Guarantee

CBS Ranch follows the TERMS AND CONDITIONS ADOPTED BY BEEFMASTER BREEDERS UNITED FOR BBU APPROVED SALES:

CERTIFICATE OF BREEDING AND/OR TRANSFERS:

A Certificate of Breeding, Certification of Embryo Transplant, Embryo Bill of Sale, Semen Bill of Sale, and transfers will be furnished, at seller's expense, for each item sold, including calves at side of cows, pregnant recipient cows, frozen embryos and semen.

- Calves too young to be branded at time of sale shall have their identification and year number tattooed in the left ear and may be branded with these identification numbers at an older age.

HEALTH:

All animals will have appropriate health papers and will to the best of the seller's knowledge be eligible for interstate shipment.

Any and all testing will have been completed the sale date.

- Such tests and health papers provided will have been made by a licensed veterinarian and any blood samples must have been processed by a state or federally accredited laboratory.

BREEDING GUARANTEES:

FEMALES: OPEN AND/OR EXPOSED FEMALES:

- Are guaranteed to be breeders by twenty-four (24) months of age except in cases of animals purchased and then fitted for show or administered any super ovulation drug.
 - * In cases of animals fitted for show or administered any super ovulation drug after purchase, the breeding guarantees, if any, must be agreed upon between buyer and seller separately and in writing.
- All claims for a refund must be made in writing to the seller with-in six (6) months after the animal reaches twenty-four (24) months of age.
- Open females are so guaranteed. If within sixty (60) days after sale date, a female sold as "open" proves to be with calf, the buyer may return the female to the farm of the seller, provided the female is in good condition and in compliance with the health requirements of the seller's state, and receive a refund of the full purchase price. The acceptance of the refund of the full purchase price shall in any case be deemed full satisfaction and settlement of the matter.
- The buyer's failure to notify the seller within sixty (60) days from the date of sale and to make the election as hereinabove provided shall relieve and absolve the seller of any duty, obligation or liability to the buyer regarding the purchase of said female.
- It shall be the obligation of the buyer to bear any expense incurred for transportation in this regard.

SAFE IN CALF FEMALES:

- Have been examined by a competent veterinarian and are so guaranteed. If within thirty (30) days after sale date, a female sold as "safe in calf" proves not to be in calf, the buyer may immediately request that the female receive service from the bull previously used, if available, or return the female to the farm of the seller, provided the female is in good condition and in compliance with the health requirements of the seller's state, for a refund of the full purchase price.
- The acceptance of the refund of the full purchase price shall in any case be deemed full satisfaction and settlement of the matter.
- The buyer's failure to notify the seller within thirty (30) days from the date of sale and to make the election as hereinabove provided shall relieve and absolve the seller of any duty, obligation or liability to the buyer regarding the purchase of said female.
- It shall be the obligation of the buyer to bear any expense incurred for transportation in this regard.

FLUSHES AND TIME REQUIREMENTS:

A flush consists of all viable embryos, transferred or frozen received from a female as the result of the administration of any super ovulation drug.

The sale of a flush or resulting pregnancies must specify the number of frozen embryos and any additional charge for the recipient cows.

Non delivery or only partial delivery by the seller will result in a refund (pro rata to that delivered) of all monies previously paid by the buyer for such flush or pregnancies not delivered.

PREGNANCY AND/OR PREGNANT RECIPIENT COW:

- A pregnancy and/or pregnant recipient cow is a cow of any breed that is carrying a pregnancy (examined by a licensed veterinarian and so guaranteed as safe in calf) as the result of a flush as so stated on the certification of embryo transplant form.
- Such pregnancy and/or pregnant recipient cow is guaranteed to be carrying the embryo pregnancy so stated and if found not safe in calf by a licensed veterinarian within thirty (30) days of delivery of the recipient cow to the buyer, the buyer will have the same remedies as so stated herein for the safe in calf females.
- The amount paid by the buyer for the individual pregnancy and/or pregnant recipient cow offered at the time of sale will be inclusive of the recipient cow with no additional cost.
- A pregnancy and or pregnant recipient cow, if purchased, will have the necessary health papers sufficient for transport by the buyer.

CLONES:

- Only BBU replication cell-cloned animals shall be eligible for registration and eligible to sell.
- Genetically modified animals are not be eligible for registration and will not be sold.
- Cloned animals shall be guaranteed by the seller(s) to be breeders under the same terms of this agreement for females and bulls.
- ALL ADDITIONAL GUARANTEES WITH RESPECT TO CLONES SHALL BE A SEPARATE WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

BULLS:

- Bulls eighteen (18) months or older are guaranteed to have passed a Bull Breeding Soundness Evaluation (BSE) and to have been confirmed a satisfactory potential breeder by a licensed veterinarian or technician with a veterinarian co-signor within thirty (30) days prior to sale date.
 - * The results of the Breeding Soundness Evaluation (BSE) must be reported on a fully completed official form used by members of the Society of Theriogenology and attached to the health papers.
- If within three hundred sixty-five (365) days from date of sale, the bull has failed to pass a Breeding Soundness Evaluation (BSE) or failed to be certified a satisfactory potential breeder after examination by a licensed veterinarian, another Breeding Soundness Evaluation (BSE) should be performed on the bull by a licensed veterinarian or technician with a veterinarian co-signor mutually agreeable to the buyer and seller at the buyer's expense. The results of the test performed by said veterinarian shall be deemed final and conclusive of this matter and binding on both Parties. If, in the opinion of said veterinarian, the bull is unable to pass a Breeding Soundness Evaluation (BSE) and be confirmed a satisfactory potential breeder, he shall so certify in writing to the seller and the buyer including sending the official form used by the Society of Theriogenology. In such event the buyer may return the bull to the farm of seller, provided the bull is in good condition and in compliance with the health requirements of the seller's state, for a refund of the full purchase price.
- The acceptance of the refund of the full purchase price shall in any case be deemed full satisfaction and settlement of the matter.
- It shall be the obligation of the buyer to bear any expense incurred for transportation in this regard.

If known to the seller:

- A disclosure of any circumcision or other surgical alteration of any underline of any male or female and of any single egg or super-ovulation flush of any female prior to being sold.

INHERITED DEFORMITIES GUARANTEE:

- All bred females are guaranteed not to produce a calf with an inherited deformity occurring in Bovine for a period of nine months following date of sale. This guarantee is effective only under the following conditions:
 - a) The buyer shall notify the seller immediately upon the birth of such calf or immediately after determination is made and shall permit the seller to obtain blood samples of the genetically deformed calf, its sire and dam for blood typing analysis to establish parenthood.
 - b) The animal will be returned by the buyer to the seller at the buyer's expense, provided the animal meets the health requirements of the seller's state.
 - c) The return of the purchase price in connection with an animal producing genetic deformities shall be deemed full satisfaction and settlement.

GUARANTEES:

All guarantees, if any, other than those specifically expressed herein, shall be such as agreed upon between the seller and the buyer.

RIGHTS AND OBLIGATIONS:

The above terms and conditions of sale shall constitute a contract between buyer and seller of each animal and shall be equally binding upon both. Each sale or resale of an animal constitutes a separate transaction. CBS Ranch assumes no liability, legal or otherwise, for any subsequent resale of an animal.