

Beefmaster Breeders United

Voluntary Approved Sales Agreement

1. BBU Terms and Conditions of Sale will be strictly adhered to by buyer and seller.
2. All cattle to be sold shall be represented by the seller as properly identified with permanent identification number. All identification numbers and holding brands, branded or tattooed on an animal, and the description must match identically the identification numbers, holding brands and description listed on the Certificate of Breeding.
3. The designated BBU official responsible for implementing the above regulations will be at the sale site in ample time to inspect the cattle and the accompanying records.
4. All cattle exhibiting any genetic defect that at that time, in the opinion of the designated BBU official would be a detriment to the breed, and any cattle that at that time in the opinion of the BBU official would classify "X" under the BBU Voluntary Classification Program will be removed from the sale offering.
5. All cattle sold (with the exception of First and Second Cross calves under fourteen (14) months of age and the embryo recipients) must have BBU Certificates of Breeding. (All First and Second Cross calves under fourteen (14) months of age must be accompanied by a properly completed and executed Application for Certificate of Breeding.) The sale management or seller must present all Certificates of Breeding (or applications when applicable) to the BBU office fourteen (14) days prior to sale date. Substitute animals will be accepted provided the Certificates of Breeding (or applications) are in compliance with all applicable requirements upon arrival at the sale site.
6. The consignor/seller guarantees that the ID number, pedigree, birth date, performance, and any other data used to represent their cattle are true and correct as of sale day. All semen and frozen embryos sold at a BBU Approved Sale must have a BBU Bill of Sale provided at the time of the sale. The BBU Bill of Sale shall include, if applicable, the Blood Typing Case # and DNA Genotype Case # of the bull whose semen is sold, or the sire and dam of the embryos being sold. All A'I Sires and Donor Dams must have a DNA Profile on file (or Blood Typing, if applicable) at BBU.
7. If an animal is classified, such classification must be reflected in the catalog, as provided for below or on the pen card if applicable or announced from the box. All existing available official BBU performance information will be included in the following block, (only that portion of the block must be printed where official BBU information exists) for the display of official BBU classification and performance information. The sample block below may be used or other formats may be used but the information must be official BBU data as listed on the registration certificate.

OFFICIAL BBU INFORMATION

Classification: Conformation _____ Underline _____

EXPECTED PROGENY DIFFERENCES

Birth Wt. Weaning Wt. Yearling Wt. Milk

EPD
ACC

Total Mat. Scrotal

ULTRASOUND EPDS

REA %IMF Rib Fat Rump Fat

INDIVIDUAL PERFORMANCE

Birth Wt. Weaning Wt. Yearling Wt. Milk Total Mat. Scrotal REA %IMF Rib Fat Rump Fat

Ratio
Contemp.
Adj. Trait

8. **REMEDIES:**
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, shall be such as agreed upon between buyer and seller. All claims for a refund must be made in writing to the seller within six (6) months after the animal reaches twenty-four (24) months of age. Open females are so guaranteed. If within sixty (60) days after the sale date, a female sold as "open" proves to be with calf, the buyer may return the female to the farm of the seller, provide the female is in good condition and in compliance with the health requirements of the seller's state, and receive 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. The seller and buyer shall bear equally all reasonable and necessary transportation expenses that are incurred in returning the animal to seller.
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 sale date and to make the election as hereinabove provided shall relieve and absolve to the seller of any duty, obligation or liability to the buyer regarding the purchase of said female. The seller and buyer shall bear equally all reasonable and necessary transportation expenses that are incurred in returning the animal to seller.

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 in the sale catalog the number of pregnancies guaranteed and the disposition of any other pregnancies resulting from the flush, the disposition of any frozen embryos resulting from the flush and any additional charge for the recipient cows. Further the maximum time for the delivery of the guaranteed results must be specified along with a payment schedule. Non delivery or only partial delivery by the specified time 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: 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 bid by the buyer for the individual pregnancy and/or pregnant recipient cow offered at a sale will be inclusive of the recipient cow with no additional cost. A pregnancy and/or pregnant recipient cow should be available at the sale site; however, if not available it must be delivered to the buyer, at the seller's expense, within thirty (30) days of the sale with the necessary health papers sufficient for delivery to the buyer.

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

BULLS: If within one-hundred twenty (120) days from the date of sale, the bull has failed to pass a Breeding Soundness Evaluation (BSE) certified by a licensed veterinarian, the BSE test and notice of failure of the test must be sent to the seller within 120 days of the sale. Another Breeding Soundness Evaluation (BSE) should be performed on the bull by a licensed veterinarian or technician certified by a licensed veterinarian mutually agreeable to the buyer and seller at the buyer's expense. The results of the test certified 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 or the official BBU Breeding Soundness Evaluation form. 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. The seller and buyer shall bear equally all reasonable and necessary transportation expenses that are incurred in returning the animal to seller. A listing of industry standards for Scrotal Circumferences for bulls at various ages will be printed in the sale catalog. Satellites, Marketing Groups, or individuals may specify additional guarantees.

9. Fees for all services rendered in BBU Approved Sales are available on file at the BBU office.
10. BBU Certificate of Breeding number of the service sire of a bred female must be indicated in the sale catalog (if multiple sire, so state in the catalog).

In making this agreement, I agree to indemnify and hold harmless BBU, its officers, directors and duly authorized representatives from any liabilities which may arise from a BBU Approved Sale. I have read and understand all of the above rules governing BBU Approved Sales; I understand that if I voluntarily agree to enter into an Approved Sale, these rules shall apply to the sale and, I will abide by said rules.

These provisions shall not apply to any sale that has not qualified to the satisfaction of Beefmaster Breeders United as a "BBU Approved Sale." Such qualification shall be manifested by the certifying statement of an authorized person on the staff of or an officer or director of BBU expressed from the sale box immediately prior to the sale.

FAILURE BY A MEMBER TO COMPLY WITH THIS SIGNED AGREEMENT WILL BE AUTOMATIC CAUSE FOR APPEARING BEFORE THE BBU ETHICS AND RULES COMMITTEE TO SHOW CAUSE WHY HE/SHE SHOULD BE PERMITTED TO RETAIN HIS/HER MEMBERSHIP IN BBU.

For consignors: "This Agreement shall be binding upon me from this day forward for all BBU Approved Sales in which I participate as a Consignor, and shall remain in effect and binding upon me until such time as I or BBU shall in writing revoke this Agreement."

For Sale Managers and Consultants: "This Agreement shall be binding upon me from this day forward for all BBU Approved Sales in which I participate as Sales Manager and/or Consultant, and shall remain in effect and binding upon me until such time as I or BBU shall in writing revoke this Agreement."

Name: _____
(please print)

BBU Membership/Customer #: _____

Date: _____

Signature: _____