

Explanation Guide to Virtual On-Line & Timed Auction's



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Disclaimer: This is a guide and information, Terms & Conditions are Subject to Change: All information in this document is deemed as Opinion and Recommendations only and not to be taken as Fact with the Exceptions of the Auctioneers Terms & Conditions Contained in their Entirety in Section 6

(Please Note: Terms & Conditions are Subject to Change)

1 Overview / Background:

1.1 Definition of Terms:

1.1.1 VIRTUAL LIVE AUCTION / WEBCAST AUCTIONS

Webcast auctions allow you to bid in real-time against other bidders or place pre-bids prior to a lot going "live". It incorporates both systems.

1.1.2 INTERNET-ONLY AUCTIONS / TIMED AUCTIONS:

Don't have an auctioneer calling the bids – there's just a bidding window and whoever bids highest during it wins (as long as the reserve's met of course). You'll know it's a timed auction as the end time will be displaced on the lot page. Internet only bidding allows you to place a bid for an item prior to the auction lot closing online. In an internet-only auction there is no live auction.

1.1.3 INTERNET ABSENTEE BIDDING

Internet absentee bidding allows you to place a bid for an item in advance of an auction. This allows you to place bids on lots without actually attending the auction.

Note to Purchasers:

Lots are sold in accordance with the Auctioneer's terms and conditions which are accessible from each lot's page. It is your responsibility to read and accept the Auctioneer's terms and conditions prior to placing your bid.

When you place a bid you are agreeing to be bound by the Auctioneer's terms and conditions. By placing a bid, you are entering into a legally binding and enforceable contract. Please keep in mind that you are bidding:

1.2 Proven Online Auction Experience:

We have been using Live Online Bidding for all our Livestock Sales since 2013 and our online bidding platform and/or pre bidding platform will now be available for all our auctions.

Our secure online bidding and pre-bidding platform allows you to bid online at all our auctions. Registration is easy and we are here to assist you with the process. This document is a guide for buyers and sellers explaining the procedure of how this new system of marketing livestock will operate.

We have solutions available for individual Breeders with one animal to sell or Multiple animals to sell, Production Sales / Reduction Sales. We also have solutions for Breed, Sheep and Equine Associations.

Our Online Auction System has been utilized in live settings to sell animals to Mainland Europe and even already early this year in conjunction with Irish Limousin Society at the March premier Sale where we sold a number of animals online, but more importantly / significantly raised the prices of a large number of other animals, to attain current Market values.

1.3 About Denis Barrett:

Denis Barrett is an award-winning professional Auctioneer, who has worked in the industry for over 20 years. He is well known with some 20 years of experience selling all types of assets. Heavy Plant and Machinery Auctions, Elite Bloodstock & Livestock Auctions, and has conducted Auctions in Kuwait, Dubai, The UK, Germany, Spain and The Philippines.

He is officially recognized as an Auctioneer for the Irish Holstein Frisian Association, Irish Limousin Society, Irish Simmental Society and has conducted Sales on behalf of the Irish Belgian Blue Cattle Society and the Irish Charolaise Cattle Society as well as extremely High Profile Dairy & Beef Draft and Dispersal Sales throughout Ireland.

Denis is also the recognized Auctioneer for The High Profile International Horse Show – Foal Sale.

Denis was a Department of Agriculture approved valuer since the On Farm Market Valuation Scheme was introduced in 2001. He has won numerous all-Ireland Showmanship and Stock Judging competitions and has represented Ireland at International competitions for both of the above.

Denis is the only non-American winner of the Chuck Cumberlin Award.

In The Media:

PEDIGREE LIVESTOCK
TOPLINK.IE CLASSIFIEDS

Eng trade at first Goulding
ford Opportunity sale

The first Goulding Herford Opportunity sale took place in Fermoy on Saturday, with a very strong trade throughout. The sale, organised by Matthew Goulding and family and with guest management from Roy Feeney, attracted successful bidders from as far away as Denmark and France. Despite ongoing beef worries, there wasn't a downbeat in sight, which helped successful sales over the €250,000 mark. Topping these prices was a call of 8,000 for the April 2008-born bull Gouldingpall 1 Stockman. This Gouldingpall 1 is the son of the top-performing family line and carried five stars down his line. Securing the high price was UK award Capital 41 service. A further three lots sold for €2,000, all of them were 2008-born 2008-born. It starts from the Duchesne line. These were presented to the ring together with the highest bidder afforded the choice of a pair of the two, plus first refund of the second animal at the same price. Sold by Highland Show Champion Shearman & Sterling and out of the 2008 national Champion Gouldingpall 1 Duchesne, as the successful northern Irish bidder took two chances and acquired both winners and the joint top female price. Matching this price was the top-class Gouldingpall 1 Keshmarr 1021 ET, which has been before a specialist Gouldingpall 1 Auctioneer Keshmarr 1021 ET. Described by vendor Matthew Goulding as 'one of the most exciting heifers for sale', she was secured by Colley Herford, based in England. The Colley herd didn't stop there, as it too received one of the best lots through the ring, Gouldingpall 1 Duchesne 984. The March 2008-born heifer is double-decked to the herd, highly successful Dutch heifer and carrying five stars down her line, selling to the Kelly family at €15,000 was sold by a heifer from a viewing two lots. This September 2008-born heifer is one of one of the best top-bred heifers in Ireland. Carrying five stars down the line, she is the most successful 2008-born heifer sold by Gouldingpall 1 Superdry. The heifer's second purchase was the hand lot into the ring, Gouldingpall 1 Etc 986, which hit the market at €2,200.

The Fabre's Northern Star daughters in one of the 2008-born heifers. This daughter of former bull of the year Pannorm 1 Henry is one of Gouldingpall 1's top-performing daughters. The heifer again carried five stars down her line. The Duchesne line was back in the line when Gouldingpall 1 Duchesne 984 was sold for €5,000. This August 2008-born heifer is a maternal sister to the champion lot female topgers and out of the aforementioned Fabre's Northern Star. Two animals sold for €1,000. First at the money was Gouldingpall 1 Duchesne 984. This February 2008-born heifer is sold by Richard Supperly and out of the heifer's foundation cow Derrygall 1 R3 Duchesne. Five stars on all traits, this heifer is a full sister to Gouldingpall 1 Duchesne 984, which was national Champion in 2008 and bred the choice lots which sold for €2,000. Matching her at the money was Gouldingpall 1 Keshmarr 1021 ET. This September 2008-born heifer is sold by Richard Supperly and out of the heifer's foundation cow Derrygall 1 R3 Duchesne. Five stars on all traits, this heifer is a full sister to Gouldingpall 1 Duchesne 984. This February 2008-born heifer is sold by Richard Supperly and out of the heifer's foundation cow Derrygall 1 R3 Duchesne. Five stars on all traits, this heifer is a full sister to Gouldingpall 1 Duchesne 984, which was national Champion in 2008 and bred the choice lots which sold for €2,000. Matching her at the money was Gouldingpall 1 Keshmarr 1021 ET. This September 2008-born heifer is sold by Richard Supperly and out of the heifer's foundation cow Derrygall 1 R3 Duchesne. Five stars on all traits, this heifer is a full sister to Gouldingpall 1 Duchesne 984, which was national Champion in 2008 and bred the choice lots which sold for €2,000.

Sale-topper Gouldingpall 1 Stockman, which sold for €8,000. (Photo courtesy of Matthew Goulding)

Gouldingpall 1 Duchesne 984, which sold for €5,000. (Photo courtesy of Matthew Goulding)

Gouldingpall 1 Keshmarr 1021 ET, which sold for €2,200. (Photo courtesy of Matthew Goulding)

Exceptional preparation

While exceptional trade was witnessed, it didn't happen by accident. First you need to have the correct animals, which the sale had an abundance of - proven pedigree brought the world throughout. But after this, each and every detail of the sale was thought of. The 80-page full colour and catalogue featured in potential buyers. A decorated sales ring and immaculate sales presented easy viewing for all. Sales manager William Assan safeguarded promotion both within Ireland and indeed across the water, which helped to pack the ring on the day.

A team of workers tiled the mart on the day to ensure the cattle were brought out to perfection. Finally, on-line bidding and a stellar performance by auctioneer Denis Barrett kept the sale moving swiftly, finishing in less than two hours.

Good cattle will always make money, but when good cattle are met with the preparation which was undertaken for this sale, exceptional trade is witnessed. Great credit must go to all involved, as sales like these help to further enhance the reputation Ireland has for breeding pedigree cattle.

Tipperary all-star heaves Dovea estate book

P50: Calendar of upcoming pedigree sales and events

P50: Tubridmore Angus sale for reduction sale in Tralee

SALERS THE ULTIMATE SUCKLER BREED

SALERS X BREED AND PEDIGREE FEMALE UNHALTERED SHOW & SALE

Saturday 19th October, Gort Mart, Co. Galway

ENQUIRES: JOHN HERRING (084620588), GORT MART (017022), SALERS CATTLE SOCIETY (0505-42425)

DINNER DANCE & SOCIAL NIGHT

Saturday 9th November, The Shamrock Lodge Hotel, Athlone, Co. Westmeath - Tickets €39

SALERS EASY CALVING - SALERS CATTLE SOCIETY OF IRELAND 0505-42425 | WWW.IRISHSALERS.COM

Jacy Lucy ET, which sold for €4,500.

Proven Livestock Auction Marketing Performance



2 System of Operation:

We feel there is nothing more important than the health and wellbeing of the entire population, not just the farming community, therefore the system of operation will be as follows:

Entry forms accepted by the auctioneer:

Entries and other relevant information uploaded to the bidding platform.

The auction is prompted:

The Lots are sold.

Payment is received and finalized by the auctioneer.

Collection is arranged.

The haulier confirms collection of the lots as per the Buyers Statement to the auctioneer.

Payment is made to the Vendor less any deductions.

At all times it will be the responsibility of each Individual to conform and respect Government Advice to Best Practice and adhering to social distancing policies & procedures, in the operation of this essential service.

Therefore, Sellers will be required to have the animals ready for collection for the haulier or the purchaser, in a respectful timely and pre agreed manner.

Purchasers will also be required to be respectful and timely in their collections of the purchases.

Please Note:

Anyone that is not found to be adhering to Government Policies and Procedures are disrespectful of these Policies will be published on the Blacklist on the Auctioneers website with reasons for Blacklisting provided.

The Auction Advantage



3 Packages:

We can tailor a package to provide a solution for individual Breeders / Vendors: so whether you have one animal to sell or Multiple animals to sell.

Whether is a Production Sales or a Reduction Sales.

We also have solutions for Breed, Sheep and Equine Associations.

Basic Pricing is as follows:

➤ The Platinum Package:

- This is as applicable from 1+ Entry. (No Maximum)
- It allows for 10 images and 5 videos of each individual entry.
- It allows for as much additional Information as you can provide.

➤ For Livestock the Entry Fee is as Follows:

- Pedigree / Commercial Reserved €75 + 2% of written Reserve to (Prepaid) accompany Entry Form Per Head
- Pedigree / Commercial Non Reserved €35 +.75% (deducted post Auction) Per Head

➤ The Silver Package:

- This is as applicable from 1+ Entry. (No Maximum)
- It allows for 5 images and 2 videos of each individual entry.
- It allows for additional information but limited to 500 words.

➤ For Livestock the Entry Fee is as Follows:

- Pedigree / Commercial Reserved €75 + 2% of written Reserve to (Prepaid) accompany Entry Form Per Head
- Pedigree / Commercial Non Reserved €25 +.75% (deducted post Auction) Per Head

➤ The Basic Package:

- This is as applicable from 1+ Entry. (No Maximum)
- It allows for 1 image. In addition to the head shoot and image of pedigree cert if applicable.
- It allows for a basic one Line Description

➤ For Livestock the Entry Fee is as Follows:

- Pedigree / Commercial Reserved €55 + 1% of written Reserve to (Prepaid) accompany Entry Form Per Head
- Pedigree / Commercial Non Reserved €15 +.5% (deducted post Auction) Per Head

Please Note:

Society, Equine & Sheep Prices have to be Finalized:

Web: www.denisbarrett.com Email: info@denisbarrett.com Tel: +353 (0) 86 410 9848

Laurelcrest House, Ballycurreen, Airport Road, Cork. T12 T38Y

PSRA Licence No: 001346

4 Entry Requirements:

4.1 Photos & Videos:

For pedigree sales, we require 5 Photos. (1 Head Shot clearly identifying the Animals Identity Tag, 1 Full Frontal Shot, One Rear Shot and One Shot of either side of the animal).

Videos are also a benefit as they show locomotion of the animal and thus builds creditably for the buyer.

For Commercial Cattle, we will allow 2 Photos. (1 Head Shot clearly identifying the Animals Identity Tag, 1 body Shot).

Note to Vendors:

We are delighted to announce that we are partnered with Agriimages to secure their services at a discounted rate for photography and videography during this difficult time of Covid 19. Appointments can be booked directly with Agriimages.

agriimages@btinternet.com Mobile – 0044 7775 730000.

We would strongly advise anyone wishing to sell pedigree livestock in an on-line auction to avail of this service. Experience tells us that quality trusted images will not only attract the attention of bidders but give them the confidence to buy animals on-line.

4.2 Assessments: Classification/Description

We would encourage all entries to have an independent classification or description for each animal. This can be carried out by your usual provider or by Agriimages when they are taking your imagery.

We will be announcing whether the Classification/Description/Assessments are from Breeders or Conducted Independently.

Once the system of assessment is clarified, any system is suitable: it can be the EUROPE Grading system for Beef Cattle or Linear Classification System, used by some Breed Societies / ICBF.

For Dairy Stock we recommend using the IHFA Linear Classification System or the Department of Agriculture Grading system for “ON Farm Valuations” under the ERAD scheme, again once the assessment form used is clear, we are happy to use.

These assessments are conducted to give potential purchasers an additional level of comfort to assist them in their purchases. Please note they are a guide to be viewed in conjunction with photographs or videos that maybe also be submitted.

We are not endorsing any system, just trying to add an additional level of Transparency / Confidence for the buyer. We will make known whether the Classification/Description/Assessments is from Breeders personally or if it was Conducted Independently (Reports will be available to View).

Note to Purchasers:

The assessment is deemed to be basic, but is there to give potential purchasers a degree of comfort with which to purchase. We will make known whether the Classification/Description/Assessments is from Breeders personally or if it was Conducted Independently (Reports will be available to View).

4.2.1 Pedigree & Commercial Dairy Cattle Assessment:

These assessments are conducted to give potential purchasers an additional level of comfort to assist them in their purchases. Please note they are a guide to be viewed in conjunction with photographs or videos that maybe also submitted.

For Dairy Stock we recommend using the IHFA Linear Classification System or the Department of Agriculture Grading system for “ON Farm Valuations” under the ERAD scheme, again once the assessment form used is clear, we are happy to use.

4.2.2 Pedigree & Commercial Beef Cattle Assessment:

These assessments are conducted to give potential purchasers an additional level of comfort to assist them in their purchases. Please note they are a guide to be viewed in conjunction with photographs or videos that maybe also be submitted.

Once system of assessment is clarified, any system is suitable, it can be the EUROPE Grading system for Beed Cattle or Linear Classification System, used by some Breed Societies / ICBF.

We are not endorsing any system, just trying to add an additional level of Transparency / Confidence for the buyer.

5 Health Status of the Animals:

The normal Department of Agriculture Rules apply to the Sale of Animals & Sheep. The fact that the sale is online does not preclude the normal standards utilised by the Marts, we are only trying to be a conduit between Farmers in these difficult and unprecedented times.

All Animals to be TB & BVD tested within the last 12 months.

Vendors are recommended to have Animals export tested.

CMMS Movements will be dealt with on a sale to sale basis.

6 Complete Conditions of Sale:

6.1 Standard Conditions of Sale:

AUCTIONEERS "CONDITIONS OF SALE"

1. The stock will be sold in euro guineas i.e. each bid is €1.05 and VAT at livestock rate will be charged on the .05.
2. Bidding will be regulated by the Auctioneers.
3. The highest bidder to be the buyer, and if any dispute shall arise, the lot in dispute to be put up again and resold, or the auctioneers may declare the purchaser at their discretion and their decision shall be final.
4. The Auctioneers reserve the right to refuse the bid of any person without being called upon to give a reason for such action.
5. All lots to be paid for at the close of the sale.
 - a) No lot or lots shall be removed from the sale premises until paid for and a pass-out slip obtained from the Auctioneer's clerk, but each and every lot shall immediately at the fall of the hammer be considered as delivered, and be and remain in every respect at the absolute risk of the respective purchaser or purchasers thereof, and shall be removed from the Sale premises at the purchaser's expense.
 - b) Loading shall be the duty and responsibility of the purchaser.
6. Auctioneers for any error appearing therein or in regard to the qualification of the animals and all purchasers must be on this distinct understanding.
7. Responsibility of the Vendors. The Auctioneers take no personal responsibility for the correctness of such statements or identities.
8. The purchaser to give his name and dwelling place, and to remove the stock immediately after the sale.
9. All statements in the catalogue or any made by the Auctioneers at the time of sale, also the identification of the animals, are the entire
10. Every care has been taken in the compilation of this catalogue but no responsibility is taken by the
11. The Auctioneers act as Agents for the Vendors and any action taken by a purchaser must be against the Vendor and not against the Auctioneers, and "vice versa".
12. Neither the Auctioneers nor the Vendors will be responsible for any accident through fire or any other cause whatsoever; nor for any damage done by animals prior to, during or after the sale.
13. If any of these conditions are unfulfilled, the Vendors or the Auctioneers shall have power to re-sell the lot or lots concerned, retaining any surplus and charging any deficiency to the defaulter.

TERMS - Cash, Debit Card or Credit Transfer to BANK OF IRELAND, South Mall, Cork

SECURITY OF TITLE - If payment for any animal or items purchased is offered by cheque, the title or ownership of said items shall remain with the vendor and shall not pass to the purchaser until such cheque has been cleared and paid by their bank.

Sale Managed by
Denis A. Barrett Auctions & Pedigree Sales

Denis A Barrett
The Property Solution & Auction Marketing Group

Denis A. Barrett Auctions & Pedigree Sales

+353 86 410 9848

Email: info@denisbarrett.com www.denisbarrett.com



6.2 OFFICIAL SALE RULES & REGULATIONS NOTICE TO BUYERS & SELLERS

1. On Lots are offered in accordance with the Governments Guidelines on the COVID 19 Regulations.
2. No Entries accepted without full payment.
3. Animals will be arranged in the Catalogue according to age, the oldest animals being placed first, and must be put up for auction in the order in which they appear in the Catalogue.
 - 3.1. In Multi Breed Dairy or Beef Collective Sales (Whether Male or Female), all entries will be offered in the following Order:

Dairy:

- a) Holstein, Jersey, Shorthorn, Ayrshire.
- b) 1st Calver to Oldest, followed by Springing (Heifers, followed by 1st calver's to Oldest), In calf (Midterm), Maiden, Weanling, Calves.
- c) Purebred, PBNR, Commercial / Crossbred.

**Please Note Each category will finish before starting another i.e. All Milker's (Pedigree / Non Pedigree)
before moving onto in calf etc.**

Beef:

- a) Alphabetical AA, BB, ETC.
- b) 1st Calver with Calf at Foot upwards to Oldest, followed by Springing, (Heifers, followed by 1st calver's to Oldest), In calf (Midterm), Maiden, Weanling, Calves.
- c) Purebred, Commercial / Crossbred.

**Please Note Each category will finish before starting another i.e. Claved (Pedigree / Non Pedigree)
before moving onto in calf etc.**

4. If there are multiple entries from one Exhibitor then those entries will be sold in a batch, but will be broken into the same categories as above.
5. Exhibitors alone are responsible for the correctness of the ages and other particulars in the entries and of the particulars of animals in this Catalogue.
6. A bull is not eligible for entry unless it has two fully developed testicles in the scrotum.
7. All animals will be sold in Euro and 5% commission charged to the purchaser (This notwithstanding the Terms of Entry).
8. An exhibitor may place a reserve on his animal and give notice to the Auctioneer Reserve price must be given in writing to the Auctioneer before the Sale of his animal commences on card which will be supplied at Auctioneer's Office on request.
9. The exhibitor or his agent may, when the animal is in the ring, authorise the Auctioneer to sell at any price
10. The highest approved bidder shall be the purchaser, and if any disputes arise as to any bid the animal in dispute shall be put up again at the last undisputed bid and re sold, or the Auctioneer may declare the purchaser
11. The bidding shall be in "Euro" The minimum opening bid for all pedigree stock shall be 500 Euro.
12. Bidders will be registered and are required to pay a deposit of €1,000 (Say One Thousand Euro Refundable but Deductible Deposit).
13. Purchasers, on being declared the winner will automatically have their deposit deducted from the Purchase price as either part payment, with any balance of payment being invoiced and any balance due to return being refund within 7 Working Days.

14. Each animal must be accompanied by an Animal Passport, which must be surrendered when animal is presented for sale, **Note: in the case off online Virtual auctions, please note no entries accepted without a photograph of both the Front & Rear of the Animals Identity Passport.**
15. All lots will become the absolute property of the purchaser from the fall of the hammer, and must be paid for in full immediately after the Sale and removed with all faults and errors of description at the close of the sale, but this does not relieve the exhibitors of their responsibilities under auction sale.
16. Animals purchased for export must be retained by the exhibitor until shipping arrangements are made and tested if necessary.
17. Buyers desirous of having stock delivered can have this done by arrangements with the Auctioneer at the buyer's absolute risk and expense. Neither the vendor nor the Auctioneer will take any responsibility.
18. The Auctioneer acts as agent for Vendors, and any action taken by a purchaser must be against the Vendor and not against the Auctioneer, and vice versa. The pedigree of each animal is given by the exhibitor, but every animal will be sold subject to all faults and errors of description.
19. Purchasers not complying with these conditions will be liable to have their lots re sold by public auction or by private treaty, at the option of the Auctioneer, the deposit forfeited, and any deficiency arising on such re sale to be made good by the defaulter at this sale present as and for liquidated damages, but the defaulter shall not get the benefit of any increase in price should such result from resale. Please Note all any and all defaulters will be immediately published on our Websites Blacklist Defaulter List with no explanation given and by signing these terms and conditions you agree to this term.
20. If an animal is unsold in the ring and subsequently sold, such subsequent sale must be made by or through the Auctioneer. Exhibitors infringing this rule will be refused entries to any future Sale offered by the auctioneer and will be listed on the Auctioneers Websites Blacklist / Defaulter List with no explanation given and by signing these terms and conditions you agree to this term.
21. The Auctioneers reserves the right of making any changes that may be necessary in connection with the statements of milk yields and butter fat particulars.
22. Objections and/or complaints must be made in writing with the Auctioneer not later than 6 o'clock pm on day of Sale, and must be accompanied by a deposit of 50 Euro, which will be forfeited if objection and/or complaints is not upheld.
23. Exhibitors shall appoint the Auctioneers (Denis A. Barrett Auctions & Pedigree Sales PSRA Licence No: 001346) as their agents for the sale of all animals entered in Catalogue.
24. In all cases of dispute, the decision of the Society must be final.

6.3 CONDITIONS OF SALE TO APPLY ON ALL BEEF SALES OF DENIS A. BARRETT
AUCTIONS & PEDIGREE SALES

- 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 a 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 hereinafter provided, no warranty whatever is given as to the performance of 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 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 proven 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 purpose 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 impractical 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. At the discretion of the Vendor, the date of commencement of the trial period may be extended to the first day of the month in which the Buyer has notified them as aforesaid that he proposes to commence using the bull. The Vendor shall not unreasonably refuse to extend the time and in any event shall communicate his decision in writing 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 letter 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 of the bull attaining fourteen months, or any extension for the commencement of the trial period granted pursuant to Paragraph 6(b) above, whichever is the later.

d) On receipt of the notice referred to at Paragraph 6(c) above, the Vendor shall forward to the Purchaser a Bull Fertility Report, which shall be completed by a qualified Veterinary Surgeon and returned to the Vendor within thirty days of the date of issue, accompanied by a Certificate 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) 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 interpretation 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 Purchase (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 10% 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 whatsoever to the Purchaser in respect of loss sustained by the Purchaser however this loss arises and whether it be consequential or otherwise.

h) The Society and/or the Auctioneer shall not be under any liability whatever to the Purchaser in respect of any loss sustained by the Purchaser howsoever arising, whether it be consequential or otherwise.

7) BREEDING GUARANTEE – FEMALES. Any cow or heifer realising 500 gns. or more that is stated by the 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 imply any such guarantee, this being merely an expression of opinion. Every heifer sold as unserved 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 by the Vendor at the time of sale.

No claim under these Rules will be effective unless made to the Auctioneer 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 proves 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 283 days.
- c) In the case of a cow or heifer which produces a calf to a different bull to that stated by the Vendor – within 48 hours of the calving date such information to be submitted to the Auctioneers or Vendor by telephone or telegram and subsequently confirmed in writing. NOTE: Where 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 unserved and which subsequently proves 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 will be admissible after the animal has attained the age of THIRTY MONTHS.
- f) 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 claim 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-aborted a foetus 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.

Denis Barrett
The Property Solution & Auction Marketing Group

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

7 Contact / Further Details:

Denis Barrett
The Property Solution & Auction Marketing Group

PSRA Licence No: 001346

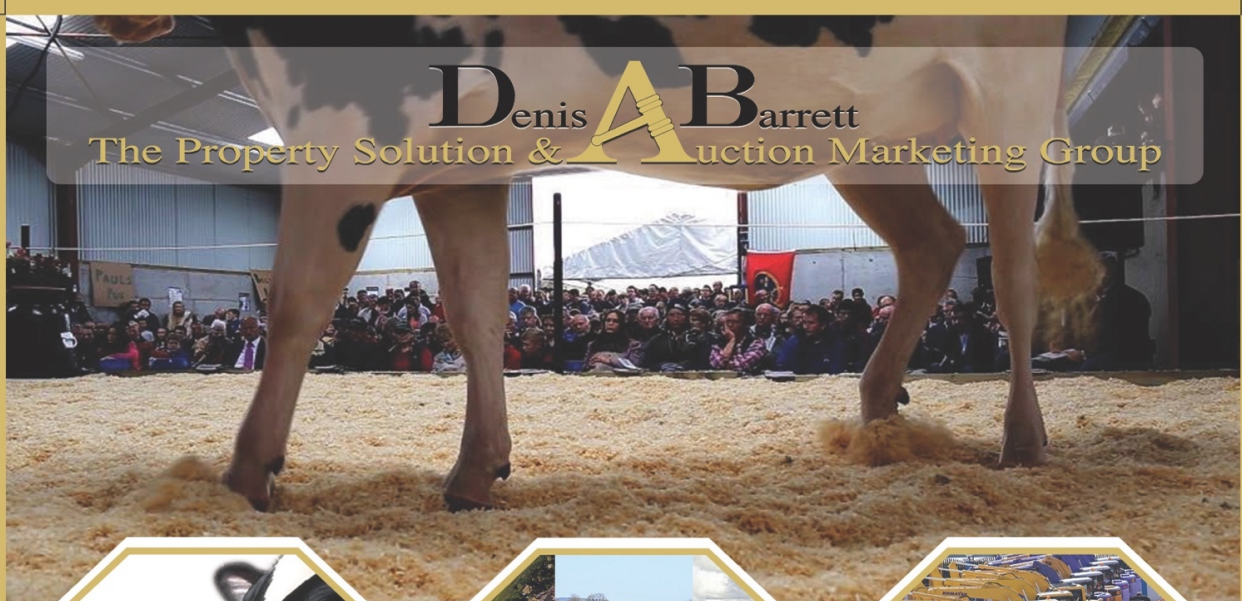
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International Livestock Auctioneer and an official Auctioneer for the Irish Holstein Friesian Association, Irish Limousin Cattle Society, Irish Simmental Cattle Society and has conducted sales on behalf of the Irish Charolais Cattle Society, The Munster Aberdeen Angus Club.

Denis is also an International Heavy Plant & Equipment auctioneer, conducting auctions in Dubai, the Philippines, Germany, Spain and the UK.

Contact Denis for all your Livestock Sales / Auctions requirements either full sale management on Farm or on Contract in conjunction with your Local Livestock Sale Centre or to discuss your Land Utilization & Maximization (Planning / Zoning) needs Nationwide.



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