

# **LIMOUSIN NATIONAL SHOW & SALE WARRANTY**

This warranty is to ensure you have security in your investment when purchasing animals from the Limousin National Show & Sale. All animal / animals offered for sale are registered with the Australian Limousin Breeders' Society and are covered under **this warranty declaration** and is a separate document to the Limousin National Show & Sale Terms & Conditions. A copy of the Terms & Conditions is available at the purchaser's request.

For you as the buyer the warranty provides a guide as to what warranty applies to your purchase and the duration of that warranty. The warranty also sets out the information required should you need to make a claim.

All vendors, by entering in the National Show & Sale and having those entries accepted by the Sale Committee are bound by this warranty.

## **Fertility Warranty**

### **Females**

All females sold as unjoined (unless they have calves at foot) are warranted fertile to natural service within twelve months of the date of purchase. The purchaser is to contact the vendor immediately a possible fertility issue arises.

Females over twelve months and sold as joined will be sold with a Veterinary certification of pregnancy status. The purchaser is to have the right to a full refund of the purchase price of the female or an agreed replacement female of the same value (excluding any costs and expenses of the purchaser) on submitting a veterinary report at any stage during the twelve-month warranty period to the effect that the purchaser has been unable to get the female in calf to natural service.

The veterinarian must state that in their opinion the female is of joining age and weight, there is no evidence that the female has suffered any injury or illness since being sold to the purchaser which could have affected her breeding ability. The veterinarian must also state that in their opinion there is no evidence that the female has been subjected to embryo transfer procedures. The veterinary report (together with a statutory declaration by the purchaser to the effect that the substance of the report is true and correct) must be forwarded to the vendor within fourteen days of the dated veterinarian report.

### **Bulls**

All bulls are sold as fertile and capable of natural service. This warranty is over a six-month period commencing the date of sale. The purchaser is to have the right to a full refund of the purchase price of the bull or an agreed replacement bull of the same value (excluding any costs and expenses of the purchaser) at any stage during the six-month warranty period subject to submitting a veterinarian's report stating that the bull is infertile or incapable of natural service.

The veterinarian must also state that in their opinion the bull has not suffered any injury or illness since being sold to the purchaser which could have affected his breeding ability. The veterinary report (together with a statutory declaration by the purchaser to the effect that the substance of the report is believed by the purchaser to be true and correct) must be forwarded to the vendor within fourteen days of the dated veterinarian report.

## **Docility Warranty**

Should the animal be found to be of an unacceptable temperament within fourteen days of the date of the sale, the purchaser has the right to a full refund of the purchase price of the animal (excluding any costs and expenses of the purchaser) or an agreed replacement animal of the same value, subject to the purchaser submitting a veterinarian's report stating that the animal is of an unacceptable temperament defined as scores between 2.5 and 3 in the official scoring system of the Australian Limousin Breeders' Society rules.

The veterinarian must state that in their opinion the animal has not been mistreated in a way which would have affected its behaviour since being sold to the purchaser. The veterinary report (together with a statutory declaration by the purchaser to the effect that the substance of the report is believed to be true and correct) must be forwarded to the vendor within fourteen days of the dated veterinarian report.

**Disputes and Liability of Vendor**

In respect to claims no claim shall exceed the purchase price of the animal(s) or provision replacement animal(s). All claims are to be attended to within fourteen days of receipt of any such claims. Any such claims are to be forwarded direct to the vendor with the required paperwork and the National Show & Sale Committee notified of any such claims.

Should the vendor dispute a claim by the purchaser all the relevant reports and documentation are legal documents and can be used for the purpose of legal claim.