



PGG WRIGHTSON LIVESTOCK NATIONAL VIDEO SALE ENTRY CONDITIONS

The New Zealand Stock & Station Agent's Association Conditions of Sale and, to the extent deemed relevant by PGG Wrightson Limited (PGW), PGW's Terms of Sale apply to this sale. When proceeds are credited or a purchase is debited to a PGW monthly credit account, then PGW's Monthly Account Terms of Trade (as amended from time to time) apply to the extent deemed relevant by PGW. These terms can be inspected at the registration desk and on the wall in the auction room. The current versions of PGW's Terms of Sale and Monthly Account Terms of Trade are also available online at: www.pggwrightson.co.nz/Our-Company/Terms-and-Conditions or in hardcopy on request.

The lot becomes the property of the purchaser at the fall of the hammer.

In the event of any disputed bid, the auctioneer shall be the sole arbiter, and his decision shall be final.

1. UPSET PRICE

No animal can be sold on sale day below the agreed reserve price which will be established by the respective breed societies in association with the auctioneers and announced on sale day.

2. RESERVE PRICE

All of the Breed Sales are Reserved Sales, with the upset price announced prior to the commencement of each sale. An individual vendor may place a reserve at a greater price than the breed upset on any lot and bid on the same lot himself, by advising PGW in writing of their reserve price before the auction commences by signing a reserve card in the form prescribed by PGW. Should this be the case, the auctioneer must announce to the public prior to selling the said lot that it has a reserve and should the vendor bid on the same lot himself, announce to the public that it is "a vendor bid" each and every time they bid. Under the new legislation there is no limit to the number of times a vendor can bid on their own lot, as long as the Auctioneer alerts the public to the fact the vendor is bidding.

3. ORDER OF SALE

Intending purchasers and vendors are advised that unforeseen circumstances could change the order of sale and entries may not necessarily be sold in numerical order. Any such alteration to sale order will be announced prior to the sale commencing and full pedigree details will be provided.

4. SALE CANCELLATIONS

No refund of commissions will be made to the vendor by the selling company on any sale cancelled for any reason.

5. ACCEPTANCE OF CONDITIONS OF SALE

The entry and acceptance of an animal in the sale is deemed to confirm that all vendors and purchasers accept and agree to be bound by the conditions of sale as set out above.

6. INSURANCE

Is the responsibility of the purchaser.

7. HEALTH TESTS

- a) All cattle sold for export will be sold subject to passing health tests as required by the Animal Health Authorities of the importing country. Health test costs for cattle sold for export will in the case of said animals passing tests be borne by the purchaser, in the case of failing such costs to be borne by the vendor. Note: Vendors and purchasers of export cattle should read the following carefully. Where an animal is sold for export all arrangements are made between the vendor and the purchaser or his agent. The animal sold for export will be returned to the vendor's property or such property that the vendor has arranged for export tests. All costs, including insurance from the "fall of hammer" to the time the result of export tests are known will be borne by the purchaser. If the animal fails the export tests all costs then become the responsibility of the vendor, except insurance which remains the cost of the purchaser. Vendors of cattle sold for export should take steps immediately the sale is contracted to discuss with the purchaser or his agent such matters as agistment, insurance and any other costs that may be involved so that there is no misunderstanding on arrangements made.
- b) All cattle must be TB tested and cleared within 12 months of the date of the sale with the exception of cattle from a movement control area which must have been tested and cleared within 60 days of the sale. TB test receipt must be lodged with the breed society / association no later than the Friday prior to National Video Sale.
- c) Theileria Tick Management – all animals entering grazing units were treated with Bayticol, Vetmed Flumethrin Pour-On or an equivalent approved product within 2-7 days of leaving their property or origin.
- d) Compliance with the NAIT Act 2012 is the responsibility of the Vendor. This includes official animal identification and movement recording.
- e) All cattle must have been tested BVD Antigen negative and have been vaccinated twice within the last 12 month period.
- f) All cattle must be identifiable with current NAIT/EID/Breed Society identification requirements.
- g) No cattle will be accepted from herds under movement control.
- h) All animals must be performance recorded and fit and free from disease including contagious diseases. Management reserves the right to refuse entry of any animal.
- i) All health certificates must be lodged with the Society Breed Manager no later than the Friday prior to the National Video Sale. This rule will be enforced without exception.

8. TRANSFERS

- a) All cattle offered for sale must be registered with the respective breed societies.
- b) Transfer is the responsibility of the vendor and the fee for transfer is payable in accordance with the respective breed society rules.

9. FERTILITY GUARANTEE

The entry of a bull in the catalogue ipso facto carries with it an undertaking by the vendor that the purchase price (without interest expenses, costs or damages) will be refunded should the bull prove totally infertile or incapable of service. If a bull so entered should not possess a reasonable fertility, although not totally infertile, any dispute shall be settled by an arbitrator appointed by the council of the respective breed society and the award of such an arbitrator shall be accepted as final and binding by the parties to the dispute. The costs of the arbitration shall be borne as ruled by the arbitrator. This

undertaking shall bind executors or administrators of a vendor.

The following rules will apply:

BULLS

- a) In the case of the sale of a bull whether or not a transfer is issued, any complaint must be lodged by the purchaser with the respective breed society manager within twelve calendar months from the date of sale.
- b) In every case a trial period of twelve months (calendar) from the date of sale must be allowed to test the fertility of the bull. Provided, however, that if within a period of twelve months from the day of the sale, and by virtue of veterinary tests it shall be proven conclusively that the bull is infertile or incapable then the purchase price shall be refunded to the purchaser in full within 28 days of the production of such veterinary report and thereupon ownership of the bull shall revert to the vendor. If there is any dispute as to the conclusiveness of the veterinary tests the matter shall be referred to arbitration in the manner provided.
- c) That the purchaser shall throughout the guarantee period give the bull full and sufficient opportunity to prove that he is a good server and stock-getter or to demonstrate his ability to get stock whichever the case may be.
- d) The purchaser shall throughout the trial period assure that the bull has proper care and attention, and is maintained in good condition and health.
- e) Failure on the part of the purchaser to observe or perform the foregoing conditions or any part of them shall enter the undertaking void. The cost of taking delivery and of returning any animal under dispute to the vendor shall be borne by the purchaser. A veterinary surgeon's certificate shall be procured by the purchaser and submitted to the arbitrator if required by him. The undertaking is limited to the individual value of the animal as a breeder and does not extend to loss of profits or otherwise sustained in the event of infertility or non-capacity being proved. This undertaking shall bind the executors and administrators of a vendor.

FEMALES

All females, except calves at foot, are guaranteed as breeders.

- a) Females entered as pregnancy tested may at the purchaser's expense be subject to a further pregnancy test by an independent veterinary prior to delivery being taken at the sale venue. Where an animal is so tested after the sale and found not to be in-calf, the sale will be invalidated. Once delivery from the sale venue has been taken, no further liability will be accepted by the vendor.
- b) Females entered as pregnancy tested - if the animal has been artificially inseminated and then run with a follow up bull, the date of the AI and the date of agistment with the follow up bull will be shown on the relevant catalogue page.
- c) Females that have been ovum transplanted will be accepted for entry provided such entry is accompanied by a ninety-day pregnancy tested certificate signed by a registered veterinarian. Certification as required by the individual breed society relating to embryo transfer entries must be supplied by the vendor.
- d) Females over 12 months are required to be fitted with nose clips to facilitate adequate control.

10. POLLED/DEHORNED

The entry of an animal as polled or scurred constitute a guarantee by the vendor that the animal has not been dehorned or scurs removed.

11. HEALTH AND SAFETY – All vendors and purchasers must comply with Health and Safety at Work Act 2015.

12. PURCHASERS REBATE:

All intending purchasers must register at the sales office prior to the sale. PGW will pay a purchasing rebate of 5% of the purchase price excluding GST, plus GST, to livestock companies & recognized independent livestock agents with a PGW account who have introduced buyers to PGW before the sale and/or accompanied buyers to the sale.

DISCLAIMER

All details and descriptions as to stock listed in the catalogue have been supplied to the Organisers by the participating Breed Societies from information proofed by Vendors. Although considerable efforts have been taken by the Organisers and Breed Societies to ensure accuracy in the reproduction of lot details and descriptions, no responsibility or liability will be accepted by the Organisers, Breed Society Officers and Employees, or participating Stock and Station Companies, for any incorrect descriptions, errors, omissions or misstatements appearing in the catalogue.

Theileria Tick Management Explanation

Theileria ikeda is a parasite that is transmitted by ticks on cattle that can cause anaemia and production losses – sometimes death.

Cattle are at risk when they are moved to areas where infected ticks are present. Likewise if an infected animal is transported it can spread infected ticks to a new area.

The disease is not spread by direct animal to animal contact in the absence of ticks, and there are no known human health or food safety risks associated with Theileria.

Grazing Unit animals will receive a repeat treatment on departure, before being transported to the new farm. (Breed society responsibility).

ByBayticol from Bayer Animal Health is a pour-on product readily available to treat ticks. Flumethrin is the active ingredient. There is no meat or milk withholding period. Always seek veterinary guidance if concerned.

The logo for PGG Wrightson Livestock is located at the bottom of the page. It features a dark blue background with a white and green swoosh above the text. The text "PGG Wrightson" is in white, and "Livestock" is in green.

PGG Wrightson Livestock