

#WorldsLuxuryBeef    

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## Elite Wagyu Sale – April 2023

SALE DAY: 20 April 2023

### SALE ENTRY CONDITIONS AND REGULATIONS

Vendors must agree to offer lots under the following conditions and regulations.

- VENDORS:** must be financial AWA full members (fully paid) and all live Lots, joining sires, donor dams and donor sires must be AWA registered prior to submission for entry into the Sale. No vendor may have more than two (2) entries in any single Sale Category or more than six (6) entries in total.
- ALL LOTS:** to be Wagyu Fullblood 100% but 'special interest' Lots may be accepted. 'Special interest' may include poll, purebred Wagyu, or rare genetics – see clause 7 for more detail.

EBV Requirements for all lots:

- Must have EBVs in the Top 5% in each trait category (carcase, growth (not mature cow weight) and maternal)
- or an AWA Breed \$Index value in the Top 1% of Wagyu BREEDPLAN with preference given for animals with no traits below breed average except for sires qualifying on the F1 Terminal of Fullblood Terminal \$Indexes.

In addition, Live Lots must meet the following criteria:

- Minimum body condition score 3 – as assessed by veterinarian or qualified inspector
- Must have a genomics test completed and recorded with the AWA
- Average EBV accuracy of 55% or greater for heifers and young bulls with one (1) progeny or less
- Average EBV accuracy of 65% or greater for sires and cows (more than one (1) calf)

Semen Lots and the sire and dam of the embryo lots must meet the following criteria:

- Must have a genomics test completed and recorded with the AWA
- Average EBV accuracy of 55% or greater for heifers and young bulls with one (1) progeny or less
- Average EBV accuracy of 65% or greater for sires and cows (more than one (1) calf)

- Genetic Diversity:** No single sire or dam will represent more than 10% of sale Lots as themselves, their genetic material, or as the sire or dam of progeny sold as Lots in the catalogue.
- Limited Sale Categories:** The sale categories will consist of:
  - Live Females (including PTIC and calf at foot)
  - Live Males (12 months or older with valid semen morphology certificate)
  - Embryo Lots
  - Semen Lots

5. **Limited Lot Numbers within Sale Categories:** Lots within the sale categories will be determined by the AWA Genetic Improvement Committee considering the following guidelines:
- Female Lots may total twenty (20) and shall comprise of:
    - i. No more than half being animals ranked on the Wagyu Self-Replacing \$Index in combination with other EBVs
    - ii. No more than half being animals ranked on the Wagyu Breeder \$Index in combination with other EBVs,
    - iii. Other animals being ranked on EBVs in combination with \$Indexes or being of rare or Special Interest genetics.
  - Males Lots may total twenty (20) and shall comprise of:
    - i. No more than half being animals ranked on the Wagyu Self-Replacing \$Index in combination with other EBVs
    - ii. No more than half being animals ranked on the Wagyu Breeder \$Index in combination with other EBVs
    - iii. Other animals being ranked on EBVs in combination with \$Indexes or being of rare or Special Interest genetics with no animals being ranked in the bottom 10% for Birth Weight.
  - Embryo Lots may total ten (10) and shall comprise of progeny being ranked on EBVs in combination with \$Indexes or being of rare or Special Interest genetics
  - Semen Lots may total ten (10) and shall comprise of animals being ranked on EBVs in combination with \$Indexes or being of rare or Special Interest genetics.
6. **Over-subscribed:** The maximum number of Lots will be 60 Lots or as determined by the AWA Genetic Improvement Committee responsible for the acceptance or rejection of Lots.
7. **SPECIAL INTEREST:** Refers to Lots that do not qualify for sale based on being within the top 1% of AWA \$Indexes or the top 5% BREEDPLAN percentile bands for multiple traits; but are from rare genetics (e.g., original imported genetics from Japan or USA with low progeny numbers: excluding cloned material) or from Polled Purebred genetics within the top 5% BREEDPLAN percentile bands for traits. Finalisation of special interest lots shall be determined at the discretion of the Elite Wagyu Sale Committee.
8. **HEALTH DECLARATIONS:** Vendors of live Lots are required to provide an Elite Wagyu Sale specific animal health declaration which will be made available to potential buyers on [wagyu.org.au](http://wagyu.org.au). Bull vendors are required to use an Australian Cattle Veterinarian to provide a BullCheck report to satisfy the mandatory structural soundness/fertility/semen test requirements.
9. **QUARANTINE AND MOVEMENT RESTRICTIONS:** The Vendor shall indemnify the Purchaser on demand against loss resulting from infringement of quarantine restrictions or movement restrictions unless such restrictions were disclosed in the Assessment or Catalogue. JBAS status must be disclosed for all live Lots.
10. **THE VENDOR WARRANTS:** that the content of the Listing (including any Catalogue entry) is true, complete, and accurate and that all material information required by any designated form of Assessment, the Sale Entry Conditions or Sale Regulations has been included in the Assessment.
11. **LOCATION AND EXPORT STATUS OF LOTS:** Vendors of live and genetics Lots are required to provide the location of Lots and the export status of Lots.
12. **PRE-SALE INSPECTIONS:** The Lots are located on the vendors' properties and genetics are in storage as disclosed in the catalogue. Pre-sale physical inspections may be arranged directly with the vendor.
13. **LIVE LOTS** to consist of one animal or calf and cow at foot as one Lot.

14. **EMBRYOS:** Lots to comprise a minimum of four (4) A grade embryos from the same joining. Bidding is PER EMBRYO.
15. **SEMEN:** Lots to comprise any number of straws between 3 and 10. Bidding to be PER STRAW. Semen motility reports are required to be submitted with semen lots.
16. **BREEDPLAN:** Figures will be published in the online catalogues and mid-parent BREEDPLAN figures for embryos. The catalogue will carry BREEDPLAN figures generated by the most recent run prior to publishing. More up to date data can be found in the online catalogue at [wagyu.org.au](http://wagyu.org.au).
17. **BULL AND FEMALE FERTILITY AND SOUNDNESS GUARANTEES REQUIRED:** All live male Lots to be independently evaluated pre-sale by an AVA BullCheck for structural soundness and fertility with semen motility for bulls and pregnancy tests for females at vendor's expense. The evaluation reports are to be provided to AWA within 14 days of the entry closing date.
  - **Bulls:** Save and except for calves at foot, all bulls are guaranteed breeders and to so prove within six months of the date of sale or by reaching the age of 24 months whichever date shall be later.
  - **Females:** Save and except for female calves at foot, all females are guaranteed to be in calf or go in calf within six months of the date of sale or by the age of 30 months whichever date shall be later. A positive pregnancy test certified by a qualified veterinary surgeon shall be sufficient evidence that the animal is in calf.
18. **CLAIMS REGARDING FERTILITY:** Must be made to the vendor within six months from the date of sale and prior to the animal entering a quarantine area other than on the vendor's property. Claims must be accompanied by a veterinary certificate which must clearly identify the basis of the claim. The vendor retains the right to have the animal placed on a property nominated by the vendor or returned to the vendor's property for further assessment of fertility for a period not exceeding six months. In the event of the animal being proven fertile within the period, the costs incurred shall be borne by the purchaser. In the event of the animal not being proven fertile within the period the costs incurred shall be borne by the vendor. Any animal failing to breed as determined by a cattle veterinarian will be replaced with a similar animal. Infertility resulting from injury or disease occurring after the sale of the animal will not be covered by this guarantee.
19. **LIABILITY OF THE VENDOR:** The Vendor will indemnify AWA on demand against all Loss arising out of any act, error, omission, breach, default or negligence of the Vendor, Assessor, or any Agent. Except for costs defined elsewhere in the conditions of sale, the liability of a vendor in respect to claims relating to fertility shall not exceed the purchase price of the animal(s) or provide mutually agreed upon replacement animals.
20. **REFUNDS:** In the event of a claim being substantiated and the purchase price refunded, the animal(s) shall automatically become the property of the vendor and be returned to the vendor or be disposed of according to vendor instructions at vendor's expense. This guarantee is voided automatically if the animal is returned to the vendor in:
  - poor physical condition or with any injury as determined at the sole discretion of the vendor acting reasonably;
  - or if tests carried out on behalf of the vendor within 14 days of return proved positive to any diseases which may affect the animal's fertility or ability to breed naturally;
  - or the purchaser admits that it has or the vendor forms the view acting reasonably that the purchaser has collected and stored semen from a bull or has performed super ovulation or flushed a female.

In the event of a dispute as to whether a Lot is a breeder, such dispute shall be resolved by the vendor and the purchaser and the AWA. While the AWA will use their best endeavours to assist, shall have no liability or responsibility in that regard. In the event that a Lot is alleged or proved to be a breeder the purchaser shall nevertheless be obliged to pay the full price and any other monies or interest payable by the purchaser in accordance with these terms and conditions.

21. **BULL & FEMALE BREEDING HISTORY REQUIRED:** A record of semen collected, stored or sold, is required for each live bull Lot. Unless semen has been retained, identified and disclosed by the vendor, all rights to semen and sales of semen rest with the Purchaser. A record of live calves born is required for each female along with a record of flush history and embryos stored or sold.
22. **FREIGHT:** All freight/delivery costs to be the responsibility of the purchaser.
23. **GENETIC CONDITIONS:** Unless able to be proven and declared free by pedigree, all live Lots listed are required to be tested for genetic conditions with results to published in the catalogue. Strong preference given to animals and donors which are DNA tested free or 'free by pedigree' of B3, CHS, CL16 and F11. IARS
24. **VIDEOS/PHOTOGRAPHS:** High quality photographs must be provided by the vendor for use in the sale catalogue and AWA reserve the right to request a new image if supplied is not of an acceptable standard.
25. **VENDOR COMMENTS:** At no point should vendor comments make reference to EBV and \$Index data, this is displayed for each lot already as tabulated information within the EBV lot summary and the individual animal lot BREEDPLAN tables. Top 1% and Top 5% EBVs and \$Index will be highlighted by colour coding in the BREEDPLAN tables.
26. **ENTRY FEE (GST inclusive):** For each accepted entry \$580 per live animal and embryo lots and \$290 per semen lot to cover Elite Livestock Auctions, advertising, catalogue and/or transfers. Payable on receipt of invoice and non-refundable once the entry is accepted and catalogued.
27. **AWA Sale Fee:** 2% of sale price for each lot
28. **SALE DAY FACILITATION:** An auction company will be appointed by the AWA to run the sale day operations and auctioneer the sale, this company will be paid a set fee (not commission).
29. **BUYER'S AGENT REBATE:** 4% to buying agents not in attendance (must be settled within 7 days of sale and purchaser has a letter of introduction from buying agent). If an agent representative attends the sale they will receive an additional 1% rebate on lots purchased.
30. **SETTLEMENT:** Settlement, 7 days from day of sale.
31. **RESERVES:** To be provided to the AWA at least 24 hours prior to the sale commencement.
32. **SALES TO INTERNATIONAL BUYERS:** Settlement will only occur after full payment has been received, within 7 days from the day of sale or as soon as is practical after full payment by the buyer.
33. **CATALOGUES:** A catalogue will be available prior to the sale online through [wagyu.org.au](http://wagyu.org.au). and on the Elite Livestock Auction's website.
34. **ORDER OF SALE:** The order of sale will be determined by the AWA Genetic Improvement Committee.
35. **INSURANCE:** Risk changes to the purchaser at the fall of the hammer. Insurance is recommended and will be available at the sale.
36. **ELITE LIVESTOCK AUCTIONS:** The sale will a live online auction through the Elite Livestock Auctions interface, allowing appropriately registered potential buyers worldwide to bid. Potential buyers from Australia should register with Elite Livestock Auctions. Special arrangements must be made by international buyers for use on Elite Livestock Auctions for the

sale only.

37. **TRANSFERS:** AWA will transfer the ownership of live Lots to the new owners at no cost.
38. **FREIGHT & DELIVERY AFTER SALE:** All live animals and genetic material are at the vendor's property or other location as indicated in the catalogue. Genetic material is usually stored at registered premises. Freight is the purchasers' responsibility to arrange and pay for. The agents will supply to the purchaser the contacts of the vendor and storage premises if applicable. Delivery will not be approved until the purchaser has paid in full.
39. **GST:** The auction will be conducted on a GST exclusive basis and GST of 10% will be added to the sale price on the invoice.
40. **RISK & LIABILITY RELEASE – In the event of a live sale:**
  - Any person attending the sale does so at his/her own risk.
  - All persons attending the sale release the vendors and agents from all actions or demands due to any loss, death, damage or injury occurring on the premises.
  - The vendors or agents are not responsible and have no liability for any death or injury to any person or any loss of or damaged to the person attending the sale, their property or otherwise.
41. **HOW TO BID:** Registered bidders can bid live by attending the auction or bid online through Elite Livestock Auctions or by telephone via a nominated agent/ third party
42. **BIDDING VARIATIONS (PER LOT or PER ITEM):** Lots and will be offered for sale in the following manner:
  - Live cattle – bidding is per Lot
  - Embryo in utero – bidding is per Lot
  - Embryos – bidding is per embryo
  - Semen – bidding is per straw