

#WorldsLuxuryBeef    

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2020 Elite Wagyu Sale

SALE DAY: 30 April 2020, 3.30pm (AEST)

SALE ENTRY CONDITIONS AND REGULATIONS

VENDORS MUST AGREE TO OFFER LOTS UNDER THE FOLLOWING CONDITIONS AND REGULATIONS:

1. **VENDORS:** must be AWA full members and all live lots, joining sires, donor dams and donor sires must be AWA registered.
2. **ALL LOTS:** to be WAGYU Fullblood 100% but 'special interest' lots may be accepted. 'Special interest' may include poll purebred Wagyu or be of rare genetics – see clause 31 for more detail.

All lots must have at least one EBV or Index in the TOP 5% in Wagyu BREEDPLAN. This includes live lots, joining sires, donors of semen and embryos for embryo lots. 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 50% or greater for heifers and young bulls with 1 progeny or less
 - Average EBV accuracy of 60% or greater for sires and cows (more than 1 calf)
3. **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. 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.
 4. **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.
 5. **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.
 6. **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.
 7. **PRE-SALE INSPECTIONS:** No animals will be at the Sale venue but photographs are in the catalogue and in the online catalogue. 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.

8. **LIVE LOTS** to consist of one animal or calf and cow at foot as one lot.
9. **EMBRYOS:** Lots to comprise a minimum of 4 A grade embryos from the same joining. Bidding to be PER EMBRYO.
10. **FLUSHES:** While the purchaser owns the complete flush regardless of results, a minimum of 4 A grade embryos are guaranteed but with no pregnancy guarantees. Bidding is PER FLUSH.
11. **SEMEN:** Lots to comprise any number of straws between 10 and 50. Bidding to be PER STRAW.
12. **BREEDPLAN** figures will be published in the online and printed catalogues and mid-parent BREEDPLAN figures for embryos. The printed catalogue will carry BREEDPLAN figures generated by the most recent run prior to printing. More up to date data can be found in the online catalogue on wagyu.org.au.
13. **BULL AND FEMALE FERTILITY AND SOUNDNESS GUARANTEES REQUIRED.** All live 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 all 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.
14. **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.
15. **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.

16. **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 recording 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 auctioneer. While the auctioneer 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 auctioneer the full price and any other monies or interest payable by the purchaser in accordance with these terms and conditions.

17. **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.
18. **FREIGHT:** All freight/delivery costs to be the responsibility of the purchaser.
19. **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.
20. **VIDEOS/PHOTOGRAPHS:** High quality still photographs and videos must be provided when requested (to be taken at vendor's expense).
21. **ENTRY FEE (GST inclusive):** For each accepted entry \$550 per live animal, flush and embryo lots and \$275 per semen lot to cover AuctionsPlus/advertising/cataloguing/transfers. Payable on receipt of invoice and non-refundable once the entry is accepted and catalogued.
22. **AGENT'S COMMISSION:** 7% total commission + GST (4% agent, 3% AWA).
23. **BUYER'S AGENT REBATE:** Nil to outside agents
24. **SETTLEMENT:** Settlement by GDL Dalby, Qld, 12 days from day of sale.
25. **RESERVES:** To be provided to the agent on day of sale or any time prior.
26. **SALES TO INTERNATIONAL BUYERS:** Settlement will only occur after full payment has been received, within 12 days from the day of sale or as soon as is practical after full payment by the buyer.
27. **CATALOGUES:** A printed colour catalogue will be available prior to the sale and online through wagyu.org.au. and on the AuctionsPlus and agent's websites. An electronic online sale catalogue will be released in April. Hard copy catalogues will be posted to all members in April.

28. **OVER SUBSCRIBED:** The maximum number of lots will be 100 lots or as determined by the Elite Sale Committee responsible for the acceptance or rejection of lots. Preference will be for lots with multiple traits in the top 5% BREEDPLAN percentile bands.
29. **ORDER OF SALE:** The order of sale will be determined by the Elite Sale Committee in liaison with the Agents.
30. **INSURANCE:** Risk changes to the purchaser at the fall of the hammer. Insurance is recommended and will be available at the sale.
31. **SPECIAL INTEREST:** Refers to lots that do not qualify for sale based on being within the top 5% BREEDPLAN percentile bands for a trait but are from rare genetics (original imported genetics from Japan or USA: excluding cloned material) or from Polled Purebred genetics within the top 5% BREEDPLAN percentile bands for a trait. Finalisation of special interest lots shall be determined at the discretion of the Conference and Competitions Committee.
32. **AuctionsPlus:** the sale will be a live auction with an online interface through AuctionsPlus allowing appropriately registered potential buyers worldwide to bid. Potential buyers from Australia should register with AuctionsPlus.com.au. Special arrangements must be made by international buyers with GDL who will provide a temporary buyer number for use on AuctionsPlus for the sale only.
33. **TRANSFERS:** AWA will transfer the ownership of live Lots to the new owners at no cost.
34. **FREIGHT & DELIVERY AFTER SALE:** All live animals and genetic material are at the vendors 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.
35. **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.
36. **RISK & LIABILITY RELEASE:**
 - 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 do 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.
37. **HOW TO BID:** Registered bidders can bid live by attending the auction or bid online through AuctionsPlus or by telephone via a nominated agent/ third party.
38. **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
 - Flush – bidding is per lot
 - Embryos – bidding is per embryo
 - Semen – bidding is per straw
39. **HEALTH STATUS & TREATMENTS:** Vendors of live lots will complete an AWA Elite Wagyu Sale Health Declaration form

which will be attached to the Auctions Plus catalogue.