

AUCTION SALE RULES

Auction Sale Rules **(February 2013)**

Preliminary

The following Rules are for the use of members of Holstein UK (the "**Society**") who may wish to adopt them and are applicable to Sales of Holstein Friesian Cattle by Auction. It is a condition of the authority given by the Society for the use of these Rules by any Member for any Sale, that the Member shall before the sale deliver to the Secretary for the time being of the Society or to the Auctioneer on behalf of the Society, an Agreement in writing signed by the Member in the form prescribed by the Society. The Agreement may be obtained on application to the Secretary or to the Auctioneer.

Auctioneers committing or wilfully permitting a breach of the Rules shall be disqualified from holding Auctions under the Rules, unless and until the Trustees of the Society shall determine otherwise. Certain of the Rules and/or conditions cannot be applied to sales or transfers of cattle out of England, Scotland and Wales. For any sales out of these countries to Northern Ireland, or any other country the export conditions printed at the end of these Rules shall apply.

These Rules may also be used by members in Northern Ireland for sale or transfer within such country but subject to any other conditions that may arise from animals being sold to a buyer outside the borders of either of these countries.

In these Rules, "HFS" shall mean The Holstein Friesian Society of Great Britain and Ireland and "BHS" shall mean The British Holstein Society.

Rules

These Rules shall form the basis of the contract between the Vendor and the Purchaser and from the said contract all conditions and warranties implied under the Sale of Goods Act 1979 or any other statutory enactment or implied by any law or custom are expressly excluded subject to the Unfair Contract Terms Act 1977, or any statutory re-enactment or modification thereof. These terms may not be varied in any way except by an announcement by the Auctioneers before or at the time of the sale. Apart from such announcement, no servant or agent of the Vendor has authority to make any representation waiver or variation of, or inconsistent with, any of the terms herein contained, nor is such person authorised to make any collateral contract or other arrangement to which these terms may not apply. Any such announcements made by the Auctioneers shall be conspicuously displayed in writing at the place of action pursuant to condition 26 hereof.

1. The Advertisements and Catalogues of Sale shall state plainly that the sale is to be held under the Auction Sale Rules of the Society which shall be printed in full in the catalogue of sale or follow all the options: -
 - a. To prominently draw attention to the application of the rules (referring to the correct current edition) in the sale catalogue by a printed notice to this effect on the catalogue itself;
 - b. To display copies of the rules prominently around the auction mart;
 - c. To have copies available for persons attending auction; and

- d. For Auctioneers to expressly refer to the rules as governing the auction and the terms of the sale at the commencement of the auction

These guidelines are cumulative - they should all be complied with.

2. An animal at a private sale (as distinct from a collective sale) must be offered for unreserved sale unless it is plainly stated in the catalogue of sale with a capital 'R' as being offered subject to a reserve, upset or minimum price or in the opinion of the Auctioneers any unforeseen occurrence may temporarily affect the value of the animal at the time of the sale, in which case the Vendor may fix a reserve, upset or minimum price to be announced by the Auctioneers at the time of the sale. Where an animal is stated in the catalogue as being offered subject to a reserve such reserve shall be handed to the Auctioneers in writing prior to the commencement of the sale. At collective sales (advertised or held out as such) any reserve prices must be handed to the Auctioneers before or at the time the animal to which the reserve applies enters the ring. The fact that there is a reserve is to be announced by the Auctioneers at the time of sale, but the reserve will not be announced. The sale of an animal privately prior to the Auction is not permitted; nor shall a right to bid be reserved expressly by or on behalf of the Vendor, except through the Auctioneers as indicated above.
3. If at any time within three months following the sale, any animal offered and bid for at the sale and not offered subject to a reserve upset or minimum price, shall be upon the Vendor's premises or exhibited at any show in his name, except for good reasons to be established to the satisfaction of and by the Trustees of the Society, the fact shall be deemed conclusive evidence that the Vendor has committed a breach of these Rules.
4. The Vendor shall not withdraw from sale any animal catalogued for sale, except for good reason to be established to the satisfaction of and approved by the Trustees of the Society or by the Auctioneers acting for the Trustees of the Society.
5. The name and address of the Vendor (or if animals of more than one Vendor are included in the sale, the name and address of each Vendor are included in the sale, the name and address of each Vendor, together with a clear indication of which lots in the catalogue belong to each Vendor) shall in each case be distinctly printed in the catalogue.
6. In all particulars of animals to be sold, the date of the previous calving and the date of the last service shall be stated except in the case of a heifer carrying her first calf, when the last service date shall be stated, either in the catalogue or by the Auctioneers at the time of sale. In the event of an animal having been served by two or more bulls or by the same bull at different heat periods, the names of all such bulls and dates of service shall be given. Where a cow or heifer has been running with a bull the dates of commencement and termination of the running periods must be stated.

Note: If there is an interval of less than three weeks between running periods with different bulls or between a running period and an individual service or insemination by different bulls, or between individual services and/or insemination by different bulls, Vendors should arrange through the Society that all the bulls involved are DNA genotyped at the time of use. This ensures that in the event of any question as to the identity of the sire or any calf being raised after the sale, any necessary DNA check can be arranged by the Society on the Purchaser's behalf but at the expense of the Vendor.

7. In the event of any freshly calved cow or heifer not having satisfactorily cleansed prior to being offered for sale, the fact must be notified to and announced by the Auctioneers. If not so notified and it is found subsequently that an animal has not properly cleansed, the responsibility will rest with the Vendor. Any claim must be accompanied by a Veterinary Surgeon's certificate and must be lodged with the

Auctioneers within 72 hours from noon on the day of the sale and the Vendor must be notified immediately.

If a claim is substantiated, the sale of the animal may be cancelled and the Vendors will be responsible for veterinary expenses and transport charges on the return of the animal.

8. If any animal offered had been vaccinated with vaccine S.19 against contagious abortion the date of (or age at) such vaccination must be stated in the catalogue.
9. Breeding Guarantees: -
 - a. All cows and heifers that are stated in the catalogue of sale to have been served not less than ten weeks before the date of sale, or to have been running with a bull between dates (the later of which is not less than ten weeks before the date of sale) will be guaranteed by the Vendor to be in calf either to the date or one of the dates of service if more than one is stated, or to a service between stated running dates and to the bull stated in the catalogue of sale unless any alteration is announced by the Auctioneers at the time of the sale. Should any animal prove not to be in calf, any claim under this guarantee must be made to the Auctioneer in writing within 7 weeks of the date of sale. Should any animal which is declared to be in calf prove not to be in calf to the date or one of the dates of service or to some date within the running period or periods or to the bull stated as above any claim must similarly be made immediately any evidence in support of such a claim is available and in any case not later than 28 days after the date on which the animal was due to calve according to the date or dates stated in the catalogue of sale. Any cow sold as unserved since last calving; or heifer sold as unserved, shall be so guaranteed by the Vendor and notice of any claim under this last mentioned guarantee must be given to the Auctioneers in writing immediately any evidence is available and in any case not later than fifteen weeks from the date of sale.

The Vendor may withdraw any guarantee under this paragraph concerning any cow or heifer by giving notice in writing to the Auctioneers at least one hour prior to the advertised time of commencement of the sale, and causing an announcement of such withdrawal to be made by the Auctioneers at or before the sale of the animal.

If a disagreement shall arise between a Vendor and a Purchaser as to whether a guarantee under this paragraph has been given or withdrawn or whether any such guarantee so given has been broken or as to the amount which the Purchaser is entitled to recover as a result of a breach of any such guarantee, then failing a settlement by the parties between themselves the dispute may, by mutual consent of the parties, be referred to the Society for determination and the Society may thereupon (but shall not be bound to) arbitrate upon such dispute and if it awards in favour of the Purchaser, the provisions of paragraph (c) hereof shall have effect.

Note: In the above context, "served" and "service" include artificial insemination.

- b. Purchasers of maiden heifers found to be freemartins shall be entitled to a refund of the purchase price thereof plus the cost of keep of the animals, £2.00 per day to a maximum of £700.00 and other costs incurred, less the slaughter price obtained for the animal (if applicable). Claims by the purchasers of a freemartin must be supported by a certificate confirming the status of the animal as a freemartin issued by a duly qualified veterinary surgeon and the animal must be at least 12 months of age at the time of examination by the examining veterinarian. The examination should be conducted no later than 12 months from the date of the purchase of the animal. A blood sample and DNA test taken at any age is an alternative to a physical examination and will determine if

an animal is a freemartin. If the Freemartin DNA test confirms that the animal is a freemartin and she does not breed up to the age of 18 months, the purchaser is entitled to their money back.

- c. The Vendor guarantees that any bull sold will breed up to the age of 18 months of age. Any bull over 18 months will be guaranteed to breed within three months of the date of the sale.

Where a bull is required to undergo a period of isolation under Brucellosis or other Veterinary Testing Scheme or for export, the guarantee period shall not commence until the day following the expiry of the isolation period and shall be of three months duration or until the bull is aged fifteen months whichever period is the longer. Provided that this guarantee shall not be broken if the bull fails to demonstrate his capacity as aforesaid but his failure is due to the fact that the Purchaser's cows and heifers are not in normal breeding state or are otherwise responsible for such failure or if it is owing to some injury sustained or illness contracted by the bull after the sale or if the Purchaser has not applied in respect of it the principles of good husbandry and management.

A Purchaser who claims that there is a breach of this guarantee shall within one week after the end of the guarantee period give notice in writing of his claim to the Auctioneers. If such claim is disputed by the Vendor then failing a settlement between themselves the parties may mutually agree upon the appointment of a Veterinary Surgeon to examine the bull and the Purchaser's cows and heifers. If after such examination the Veterinary Surgeon appointed declares the bull to be ineffective he shall state his reasons for such declaration and shall further state (a) whether he has examined the Purchaser's cow and heifers and (if so) that he has found them in normal breeding state and that they are not responsible for the bull's incapacity and (b) whether the bull's incapacity is due to injury or illness contacted since its purchase. Should the parties after receiving the report of a Veterinary Surgeon so appointed still be in disagreement as to the existence of the alleged breach of guarantee or as to the amount which the Purchaser is entitled to recover as the result thereof, or should the parties fail to agree upon the appointment of a Veterinary Surgeon then (provided always that notice of the Purchaser's claim shall have been duly given to the Auctioneer as and within the time hereinbefore specified), the parties may by mutual consent in writing to the Society within one month after the end of guarantee period submit the dispute to the Society for arbitration and the Society shall arbitrate upon such dispute and if it awards in favour of the Purchaser the provisions of paragraph (c) hereof shall have effect. For the purpose of any such arbitration the Society may appoint a Veterinary Surgeon to examine the bull, or may institute such other inquiries as it may reasonably think necessary and both parties shall afford all reasonable facilities for such examination and inquiries. If the Purchaser fails within such time as the Society prescribes without reasonable excuse to afford such facilities he shall forfeit all claims of any kind put forward by him in the arbitration and if the Vendor fails within such time and without reasonable excuse to afford such facilities, he shall be taken to arbitration and if the Vendor fails within such time and without reasonable excuse to afford such facilities, he shall be taken to admit the Purchaser's claim in the arbitration and the Society shall award accordingly.

Note: Whilst it is stated that a Purchaser who claims that there is a breach of this guarantee shall within one week after the end of the guarantee period give notice in writing, it is expected that where a Purchaser finds apparent evidence of a bull's incapacity before that date he will communicate with the Vendor either directly or through the Auctioneers. Such earlier notification to the Vendor does not, however, absolve the Purchaser from fulfilling the condition that the bull must be given full and

sufficient opportunity within the guarantee period, unless the reasons for incapacity are such as to cause the Vendor to meet the claim without further trial of the bull concerned.

- d. If the Society at an arbitration under paragraph (a) or (b) hereof awards in favour of the Purchaser, the Vendor shall have the option (to be exercised by notice in writing to the Society within seven days after receipt of written notification of the award from the Society) to require the Purchaser to return the animal (together, in the case of a cow or heifer, with any calf which shall have been dropped by the animal since the date of the sale) and the Purchaser shall in any such case comply with such requirement and shall on so doing be entitled to recover from the Vendor the amount of the purchase money together with a further sum (to be assessed by the Society at the arbitration) as compensation for all costs of keep, carriage charges and insurance incurred by the Purchaser in relation to the animal. If the Vendor does not exercise the option, the Purchaser shall retain the animal (including any such calf as aforesaid) and shall be entitled to recover from the Vendor in full satisfaction of the said claim an amount to be assessed by the Society at the arbitration.
- e. If the breeding guarantee under Rule (b) is withdrawn from a bull, that bull will not be eligible for sale under these Rules.

10.

- a. Udders Warranted - Unless otherwise stated or announced, any cow in calf or in milk or any heifer in milk at the time of sale shall carry a guarantee that she is sound in udder and teats at the time of sale but no claim under such guarantee can be entertained unless made to the Auctioneers by 12.00 noon on the day following the sale for a cow in milk or within two hours following the close of the sale for a dry cow. If the Auctioneers are satisfied that the udder is not sound in all respects, the sale of the animal may be cancelled.

Note: At Herd Dispersal or Breeders' Home Sales, the Vendor must provide adequate facilities for udders to be inspected and for adequate milking facilities to be available for the purchaser in accordance with the warranty.

- b. The most recent cumulative somatic cell count for the current lactation and the total cumulative somatic cell count for the last lactation must be included in the sale catalogue.

11.

- a. Any figures appearing in the catalogue in respect milk or butterfat yields must be official and must be in respect of lactation periods of not more than 365 days for lactations commenced before 1st October 1966 and thereafter of not more than 305 days (except in connection with imported animals or where such figures are not available).
- b. Yields quoted for any female, with the exception of ASR cows, born on or after 1965 and recorded in the UK must include age at calving in years/months.

Note: Only milk records obtained from ICAR (International Committee for Animal Recording) approved milk recording systems will be regarded as official.

- c. Where a lactation is officially recorded in Imperial pounds (lb.) but converted to the kilogram equivalent (kg) for catalogue purposes, the conversion must be at the rate of 1 kg = 2.2046 lb.
- d. The usual milking frequency of the herd, i.e. twice a day or three times a day milking, must be stated in the foreword to the catalogue, except for collective sales

when this may be omitted. Details of milking frequency, where appropriate, of all females offered for sale must be announced by the Auctioneer as each animal enters the sale ring.

- e. Predicted Transmitting Ability (PTA) details or Pedigree Index details appearing in the catalogue in respect of both males and females must state the most recent indices available from the Society. These details must include milk, fat, protein, fat percent, protein percent, percent reliability, month and year of calculation and source and, for bulls only, the percentage of daughters in Herds 1 and 2. For foreign animals appearing without a UK proof and where the latest proof is available from the country of origin, this proof must be converted using the relevant Interbull conversion formula stating month and year of calculation and source.
 - f. For animals put forward for sale all completed milk yields over 200 days are to be shown.
12. Any animal entered for sale, which is a twin, or one of a multiple birth must be so described in the catalogue. If it is a twin, this description shall state whether it is twin to a bull or a heifer and if it is one of a multiple birth, this description shall state the sex of the other calves. A female that is twin with a bull or is one of a multiple birth which includes a bull calf, cannot be entered for sale until she has produced a calf except in the case of a dispersal sale, when such animals may be offered for sale providing a full declaration as to the facts hereinbefore referred to is made at the time of sale by the Auctioneers or is inserted in the catalogue.
 13. If a female offered for sale has been used as an embryo donor, the fact that she has been flushed must be indicated in the catalogue by the word "flushed" after her name.
 14. If an Embryo is offered for sale, it must be accompanied by the appropriate ET1 and ET2 paperwork, and the DNA genotype certificate for the donor dam. If the embryo is foreign, then it must be accompanied by an embryo import certificate, the ET2 form and the donor dams' genotype certificate.
 15. If an animal offered for sale has been inspected under any of the Society, HFS, BHS or British Friesian Type Classification schemes then the most recent classification must be stated in the catalogue of sale (provided that if no classification has been undertaken since 1 January 1999, then the higher of the last HFS or BHS classification made before 1 January 1999 must be stated in the catalogue of sale). For other animals in the pedigree the Society, HFS, BHS or British Friesian classification should be included in the catalogue of sale (provided that if no classification has been undertaken since 1 January 1999, then the higher of the last HFS or BHS classification made before 1 January 1999 must be stated in the catalogue of sale), if available.
 16. The vendor of an animal shall disclose to the Auctioneers in advance of the sale, except the removal of supernumerary teats, the fact as to whether the animal has been subject to any surgical operations and the nature of such operations.

All vaccinations and any known incidents of current clinical disease of an individual animal must be declared. Such disclosure shall in turn be brought to the attention of the bidders at the time of the sale of the animal. If no disclosure is made and upon examination of the animal following its sale, it is discovered that the animal has been the subject of a surgical operation or is proven to have a clinical disease, then subject to the following limitation of time, the Purchaser shall have the right to cancel the sale and obtain repayment of the purchase price plus veterinary examination costs. Any such examination must be made within a period of two weeks of the time of sale of the animal.

The Purchaser shall only be entitled to cancel the sale and seek a refund if during that two week period upon ascertaining that the animal was subject to a surgical operation or is proven to have a clinical disease, the Purchaser has informed the Auctioneer and sought such cancellation and also provided a veterinary certificate confirming the same.

The following practices or procedures are unacceptable in the Auction of registered dairy cattle:

- i. Misrepresenting the age or ownership of an animal.
- ii. Filling an animal's rumen unnaturally with liquid (tubing).
- iii. Balancing the udder by any means other than by leaving naturally produced milk in any or all quarters.
- iv. Treating the udder internally with an irritant, counter-irritant, or any other substance to temporarily improve conformation or produce unnatural animation. No unlicensed substance to be entered inside the teat orifice. No setting or sealing of teats with any substance.
- v. Treating the udder externally with an irritant, counter-irritant, or any other substance to temporarily improve conformation or produce unnatural animation. (Allowable practices /substances include the use of external anti-inflammatory substances for the well-being of the animal).
- vi. Roping udders and the use of objects to physically improve definition of the suspensory centre ligament.
- vii. Administering epidural anaesthesia (blocking tails) and/or applying any irritant either externally or internally to the perineal (rectum and vagina) area.
- viii. Inserting foreign material/articles under the skin, into the topline (including hair not attached to its own hair follicle) or on the feet. (Administration of prescribed medications, and false switches and tails is permitted).
- ix. Performing surgery of any kind to change the natural contour of appearance of the animal's body, hide or hair. Not included is the removal of warts, teats and horns, clipping and dressing of hair and trimming of hooves.
- x. Wrapping hocks or draining fluid from hocks.
- xi. Any other practices which in the reasonable opinion of the Society causes unnecessary suffering to an animal, unfairly improves its performance in a Sale, or otherwise undermines or interferes with the integrity of the Sale, or brings the Sale or the Society into disrepute.

17. Only animals entered in the Society's Herd Book may be offered for sale under these Rules.

18.

- a. If a bull from which semen has been stored is offered for sale, it must be stated in the sale catalogue whether the semen so stored is to pass with the bull to be sold as part of this or any future sale or whether it is to be retained by the vendor. If semen is retained the transfer certificate of the bull must be marked "semen retained". Breeder guarantees shall not apply to sales of stored semen.

- b. It should also be clearly stated in the sale catalogue where semen straws of any bull are to be sold as part of this or any future sale whether each straw of semen is being sold separately.
 - c. If a sale is stated to be a Dispersal Sale, or advertised as such, or to the effect that the entire herd is to be disposed of at the sale, every registered animal in the Vendor's herd is to be disposed of at the sale except under special circumstances which must be stated in detail before the sale and which must be approved by the Trustees of the Society, or by the Auctioneers acting for the Society.
19. All guarantees and warranties within the Sale do not come into place until the animal has been paid for and any disputes must be notified to the Auctioneer within 35 days of the Sale, or else they will not be covered by these rules.
20. Where a sale is held under these Rules the Auctioneers may retain 5% of the sale proceeds as a bond to cover any disputes relating to the Auction Sale Rules, which arise between the Vendor and the Purchaser subsequent to the sale. The bond will be retained on deposit with a national clearing bank by the Auctioneers for four months from the date of the sale, after which in the absence of any dispute, it will be returned to the Vendor together with accrued interest actually earned thereon. The Auctioneers will be under no obligation to maximise interest payments on the deposited amount so long as it is deposited in an interest-bearing account with a national clearing bank.
21. All statements made in the catalogue must be the entire responsibility of the vendor. In particular, the Vendor shall guarantee:
- a. The correctness of the pedigrees included in the catalogue of sale in every respect, and
 - b. That the Vendor is the sole owner of and has the unencumbered right to sell any animal offered for sale, including that at the time of the auction there are no outstanding loans, hire purchase or other financial arrangements in respect of such animal.
- 22.
- a. In the case of all registered animals offered for sale, the registration certificate issued by the Society, HFS or BHS must be handed over to the Auctioneers. The Auctioneers are requested to submit a marked catalogue showing the highest bidding for each registered animal sold with the full name and address of the Purchaser and full details of any addition, amendment or correction in connection with details printed in the catalogue. Registration certificates will be endorsed by the Auctioneers and given direct to the Purchaser at the time of sale. All transfers will be effected from the marked catalogue.
 - b. In the case of a calf sold under these Rules for which application for registration has been made but for which the registration certificate has not been received by the Vendor prior to the sale, when received the registration certificate must be sent to the Auctioneers for completion of the transfer details and transmission to the Purchaser.
23. If the Vendor shall commit or knowingly suffer any breach of these Rules, he shall be deemed guilty of conduct derogatory to the character and prejudicial to the interest of the Society and shall render himself liable to penalty under the Society's Disciplinary Rules and shall indemnify the Society and the Auctioneers in respect of all and any loss or damage caused by the Vendor's breach of these Rules.

24. In the question as to the interpretation of any of these Rules, the decision of the Society shall be final and binding.
25. In the case of a dispute arising out of any sale under these Rules between the Vendor and the Purchaser the parties may by mutual agreement select an arbitrator to so arbitrate or may together instruct the Society to appoint an independent arbitrator. The Society may (but subject to Rule 9(b) shall not be obliged to) arbitrate on any dispute arising out of any sale under these Rules, which shall be submitted to the Society for arbitration by the parties thereto and the Society's award shall be final and binding.
26. Any general announcements made by the Auctioneers in any way affecting these Rules or the animals to be sold shall also be conspicuously displayed in writing. Any such announcement shall take precedence over statements printed in the catalogue.
27. EXPORT - If any animal is sold to a Purchaser resident in any country whose import regulations require that the animal shall pass certain tests before importation and/or that certain conditions be fulfilled and the Vendor has indicated his agreement to such tests and/or conditions in an undertaking given prior to the sale, then at the fall of the hammer the animal shall be at the Purchaser's risk and expense, including cost of keep by the Vendor at £3 per day, except that if between the date of the sale and the departure from the quarantine station within the country in which the sale was conducted or, if there is no quarantine requirement, between the date of sale and date of shipment from the farm, the animal shall fail to pass any of the required tests, or shall otherwise fail to fulfil any of the conditions of import as covered by the undertaking given prior to the sale, the sale may be cancelled at the Purchaser's option and the sale price refunded. In the event of the Purchaser exercising his option to cancel the sale, the fact must be notified in writing to the Vendor and from the date of receipt of such notice, the risk and expense of the animal shall revert to the Vendor. In the event of the Purchaser exercising his option to cancel the sale, the fact must be notified in writing to the Vendor and from the date of receipt of such notice the risk and expense of the animal shall revert to the Vendor. In any case where an animal is sold under this agreement the Auctioneers shall retain the purchase price until such time as all the conditions of sale are fulfilled and the animal(s) are shipped. No animal(s) shall be shipped until the purchase money has been lodged with the Auctioneers.

Note: In the interpretation of this condition such risks as accident or death attach to the Purchaser but if one of the conditions of the importing country is that there should be a period of quarantine, then the contraction of any disease which becomes apparent during that period and which prevents export will be a Vendor's risk, i.e. the Purchaser may cancel the sale if the disease is such as to prevent the import of the animal according to the regulations of the importing country.

- 28.
- a. Time shall be of the essence in all conditions in which a time limit is prescribed.
 - b. Where the time limit prescribed for some act to be done expires on a Sunday, bank holiday or public holiday, it shall be sufficient if the act is done on the day following such Sunday, bank holiday or public holiday.
29. Upon breach of any Breeding Guarantee contained in these Rules, the Purchaser shall have the right to return the animal, if legally possible, and recover the following expenses from the Vendor:
- a. Purchase money or such part of it as he has paid.
 - b. Interest thereon calculated at a daily rate of (2%) above the base rate of (Barclays plc) from time to time from the date of purchase.

- c. Expense of transporting the animal from and to the Vendor's premises.
- d. Reasonable cost of foodstuffs and other expenses necessarily incurred by the Purchaser in the keep of the animal.
- e. Insurance from the date of purchase.
- f. Any reasonable expenses incurred by the Purchasers in investigating the animal's fertility and making a claim under these conditions.

Note: The Purchaser shall have no right to claim damages from the Vendor in respect of (i) any indirect or consequential loss such as (but not limited to) loss of profit, or (ii) any other loss whatsoever.

30. The losing party in any arbitration (unless or except in as far as the Society otherwise decides) shall pay the Society's costs of the arbitration including the fees and expenses of any person appointed by the Society and the cost of any inquiries which the Society may incur there under.

Forms

The Form of Agreement for signature by members of Holstein UK adopting the Auction Rules is available on request from Holstein UK.