

## Conditions Of Sale

All sheep are sold under the Conditions of Sale as displayed in the market recommended for use by the Livestock Auctioneers' Association Ltd

### 38 Female sheep not described as In Lamb

#### 38.1 *Vendor's warranty*

The Vendor warrants that a female sheep not described in any catalogue for sale or at the time of sale as In Lamb is not In Lamb at the time of sale. This warranty is a **14 Week + 5 Day Warranty**.

#### 38.2 Purchaser's rights

If the **Purchaser** proves a breach of warranty then, at the Purchaser's option, either the **Purchaser** may exercise his rights under Schedule 6, or the Vendor shall pay to the **Purchaser as Liquidated Damages** a sum equal to the amount in paragraph (i) of the Appendix. Notice of a claim must be supported by a **Veterinary Surgeon's Certificate** or a slaughterhouse manager's or other competent person's certificate confirming that the sheep was **In Lamb**

### 39 Female sheep described as correct

#### 39.1 *Vendor's warranty*

The **Vendor** warrants that all female sheep described in the catalogue or at the time of sale as correct are sound in mouth and udder, that is they are not lacking any of the 8 broad teeth and do not have any damaged or worn teeth or a defective udder. This warranty is a **5 Day Warranty**.

#### 39.2 *Purchaser's rights*

If the **Purchaser** proves a breach of warranty then, at the Purchaser's option, either the **Purchaser** may exercise his rights under Schedule 6, or the **Vendor** shall pay to the Purchaser as **Liquidated Damages** a sum equal to the amount in paragraph (i) of the Appendix. Notice of a claim must be supported by a **Veterinary Surgeon's Certificate**.

### 40 Female sheep proving barren

#### 40.1 *Vendor's warranty*

The **Vendor** warrants that any female sheep sold as being In Lamb is In Lamb at the time of sale. **This warranty is a 21 Day Warranty.**

#### 40.2 *Purchaser's rights*

If the **Purchaser** proves a breach of warranty he may exercise his rights under Schedule. Notice of a claim must be supported by a **Veterinary Surgeon's Certificate**.

### 43 Stock rams

#### 43.1 *Vendor's warranty*

The **Vendor** warrants that any ram sold as a stock ram for the amount in paragraph (j) of appendix or more is capable of natural service. This warranty lasts from the day of sale to the **15th December** in the year of the sale.

#### 43.2 Purchaser's rights

If the **Purchaser** proves a breach of warranty the **Purchaser** may return the ram to the **Vendor** who shall, at the Purchaser's option, either replace the ram with another ram of equal value which is capable of natural service, or refund the purchase price together with such other costs and charges as the **Purchaser** may be entitled to under these Conditions. For the avoidance of any doubt if the Purchaser is able to obtain viable semen from the ram for use by artificial insemination he shall not be entitled to any claim against the **Vendor for breach of warranty**.