

SIMMENTALER SALE UNDER THE RULES OF THE SOCIETY

[Applicable to sales taking place as from 01 March 2020]

By email to seller on (date)

SALE of _____ on _____.

1. DATE GUIDELINES:

- 1.1 Entries at office **TOGETHER WITH SELLER'S CERTIFICATION (pg. 6) AND INDEMNITY (pg.7)** (no amendments after this date): **6 WEEKS PRIOR to sale**
- 1.2 **Sale pamphlet** for approval – Send it to the Office: **6 WEEKS PRIOR to sale**
- 1.3 Confirmation in writing of notification and receipt of sale rules: **6 WEEKS PRIOR to sale**
- 1.4 Final master catalogue from Office to auctioneer and/or seller for duplication: **2 WEEKS PRIOR to sale**
- 1.5 Final master catalogue as 1.4 added to www.simmentaler.org **2 WEEKS PRIOR to sale**
- 1.6 Final date for Auctioneer for mailing of vendu roll and certificates to office: **2 WEEKS AFTER sale**

2. INDEMNITY

- 2.1 The Council and staff of the Simmentaler Cattle Breeders' Society are indemnified against any claims of buyers (as per vendu roll) or sellers that may result from sales on this sale.
- 2.2 The Simmentaler Cattle Breeders' Society are indemnified against any damage that we or any third party may sustain as a result of unsafe or defective products supplied by them.

3. REQUIREMENTS FOR OFFER

- 3.1 Refer to pages 4 & 5 for compulsory requirements regarding ear tattooing, semen, fertility and pregnancy certification, trichomoniasis and vibriosis and TB/CA.
- 3.2 Refer to pages 4 & 5 for Simmentaler Sale rules.
- 3.3 Simmentaler bulls without a birth weight breeding value* may be offered, but do not qualify as under the rules of the Society. * = Breeding values at the time of publication of catalogue.
- 3.4 An open heifer of a bull-heifer twin may not be offered.
- 3.5 All sires of calves not on record at the Society, and service sires of pregnant cows, as well as semen, may only be offered at a sale with a DNA/Sire verification profile and have been inspected. (Reference bulls).
- 3.6 The offer shall be approved on appearance by a Technical Advisor or a Judge. Previously approved-for-registration animals may be disapproved for the sale. **NOT APPLICABLE TO SALES FOR NATIONAL CHAMPIONSHIPS.**
- 3.7 **Auxiliary studbook A** female animals may be offered, provided that they meet the following requirements: (a) Had at least two calvings after registration, and (b) within twelve months after last calving have been confirmed/certified to be pregnant; (c) **Auxiliary studbook A female animals** not meeting these requirements may still be sold as part of the 10% rule that includes animals that do not comply with the Simmentaler sale rules.

3.8 **TOTAL DISPERSALS - CONTACT OFFICE.**

4. LIABILITIES OF SELLER

- 4.1 Attached "SELLER'S CERTIFICATION" (pg.6), properly signed, shall be submitted **TOGETHER WITH** enclosed entry form.
- 4.2 The latest **birth notifications** shall be supplied along with the sale entry form before date in accordance with 1.1 (6 weeks prior to the sale), for inclusion in the catalogue. If not, the calvings will not be calculated.
- 4.3 Seller and guest sellers will jointly be liable for all sale costs.
- 4.4 Foreign sales – The seller remains liable for animals sold to foreign buyers, until the necessary tests have been done and completed.

5. SALE PAMPHLET

LIABILITIES OF AUCTIONEER and/or SELLER (Seller informs the auctioneer)

- 5.1 If the sale meets the requirements of the Simmentaler sale rules, the sale pamphlet must be submitted to the Society for approval **before** publication. The sales pamphlet must be in accordance with the entries sent to the Office, in order to ensure that the correct animals are advertised (i.e. the pamphlet and catalog must match).
- 5.2 The sales rules, page 4 & 5 shall be published in the front of the catalogue.
- 5.3 Wording that should appear on the sales pamphlet:
- 5.3.1 Sale under the Rules of the Society with official Simmentaler logo (for sales taking place under the rules of the Society).
- 5.3.2 Sale not under the rules of the Society with the official Simmentaler logo (for sales taking place not under the rules of the Society).
- 5.4 **Photos** of animals offered "not under the rules" – a "**NOT UNDER THE RULES**" note shall be clearly affixed to the photo or in the comments.
- 5.5 **The Auctioneer shall check the tattooing of the animals being offered. It should correspond with the certificates, and the tattooing shall be checked during lot numbering – ear tags should not be relied upon, since it may differ from the tattoo.**
- 5.6 Written confirmation of **receipt of the sale rules and abiding by them**, should please provided by the auctioneer and/or seller, **6 weeks prior to the sale for providing the master catalogue.**
- 5.7 The following shall be provided by the auctioneer to the Society within **two weeks after the sale:**
- (a) buyers' list/vendu roll with e-mail addresses, postal addresses and contact numbers of buyers;
 - (b) sale summary (Total offered, total sold, highest price per category, average price per category).

6. SALE SERVICES AVAILABLE TO SELLER

Prices include VAT and are subject to change without prior notice. The office shall be informed in good time with which Technical Advisor and/or Accredited Consultant you agreed to handle your sale. **Pg. 6 & 7 shall be signed and sent to office 6 weeks prior to the sale.**

SALE SERVICES:

Mark your choice	Sale services – Under the Rules	Cost VAT incl.
	Cost per lot ⁽¹⁾ (Pamphlet ⁽²⁾ on web page and 2 SMSs ⁽³⁾ included)	R36.80
	Technical Advisor/s (TA) cost: Day fee Night fee Per km @ current AA rate	R1150.00 R575.00
	Sale services – Not Under the Rules	
	Cost per lot ⁽¹⁾	R36.80
	Only pamphlet on web page	R862.50
	Technical Advisor/s (TA) cost – if applicable: Day fee Night fee Per km @ current AA rate	R1150.00 R575.00
	Sale services – Other	
	Cos per advert ("slide") on the website's home page	R460.00
	Cost per SMS – RSA	R0.69
	Cost per SMS – International	R3.11
	Cost per MMS	R2.19
	Cost per e-mail	R0.92
	Cost per video per month on website	R184.00
	Cost per photo of sale animals	Free

NOTES

- ⁽¹⁾ = Compiling of catalogue (3 or 4 generation pedigree) with **official** data in PDF format.
- ⁽²⁾ = Placing pamphlet on Society's web page.
- ⁽³⁾ = SMS sent on date as determined by seller with regard to date and location, otherwise ±5 days before date of sale. 2nd SMS after sale with results. SMS only to members. Cost of any further SMS and/or other promotional activities not included – see costs above at Sale services – Other.

If we are not contacted in writing by the relevant Auctioneer and/or seller within 10 working days from the date of this document (pg. 1), we will assume that the above-mentioned is accepted. The above-mentioned rules, within limits, are subject to change without prior notice and as approved by the Council.

Approved by Council Febr. 2013

The sale rules must be published in the front of the catalog
SIMMENTALER SALE RULES (Sales under the rules of the Society)

1. When signing these sale rules, the seller has to submit written proof that his sales animals tested clean of TB and CA within 60 days prior to the sale, or submit a CA3 certificate/veterinary certificate specifying that all his animals tested clean in the past twelve months. **No sales will be accepted without these certificates.**

Not applicable in Namibia, only animals exported to South Africa requires to be tested for TB and CA.

2. Animals older than one year (on sale day) may appear as calf book in the catalogue. These animals must be screened by the screener/inspector before the sale and the inspection report should be sent to the office. If the specific calf book animal failed inspection on the day of the sale, that animal may not appear in the ring. The registration certificate will be transferred to the buyer at the seller's expense.
3. Animals under 1 year* are recorded as calf book and their official calf book certificate will be transferred to the buyer at the seller's expense. Members of the Society can offer these animals between the ages of 1 and 3 years for full registration in the Herd Book.
4. The seller has signed and submitted the following "Seller's Certification" (auction company certificates):
 - 4.1 that the animals on offer have been tattooed and checked and that it corresponds with the certificates.

If the buyer can prove within 30 days after the sale that the animal was not tattooed or was incorrectly tattooed, guarantee 6 will apply.
 - 4.2 that all bulls older than 365 days*, not longer than 30 days in South Africa and 90 days in Namibia prior to the sale;
 - (i) have been certified as fertile by a veterinarian OR (ii) the bulls' semen has been certified as fertile by a registered veterinary technologist. **Motility, morphology and scrotal circumference shall be evaluated and specified on the prescribed evaluation report see pg. 8** and that it is guaranteed by the seller up to 7 calendar days after the date of sale. Fertility certification shall be available on request from the seller for up to 1 year after the date of sale. If the buyer can present a veterinary certificate that proves the contrary within 7 days after the sale, guarantee 6 will apply.
 - 4.3 any guarantees concerning the freezing of semen shall be made by a separate agreement between the buyer and seller.
 - 4.4 that all bulls tested clean of Trichomoniasis en Vibriosis.
 - 4.5 that all sires of calves not on record at the Society, and service sires of pregnant cows, as well as semen, have a DNA/Sire verification on record and that the bulls have been inspected. (Reference bulls).
 - 4.6 that the following animals presented as pregnant **have been certified as pregnant by a veterinarian** and such certification is available on request from the seller for up to 1 year after the date of sale provided that such animals presented comply with the Simmentaler sale rules:
 - i. heifers 31 months and older* – also see item 7.4;

- ii. cows within 12 months (365 days)* after last calving on record; and
- iii. all other female animals advertised as pregnant in the sale catalogue or any appendixes thereto.
- iv. Egg donors – Simdex requirements are not applicable. Must be pregnant within 12 months since last flush date or date of birth of own calf.
- v. Recipient animals – Simdex requirements are applicable. Must be pregnant within 12 months since last embryo calf or date of birth of own calf.

4.7 If these animals that have been certified pregnant are certified as not pregnant by a veterinarian within 48 hours after the sale, guarantee 6 will apply.

5. If a female animal is sold as "open" or "not pregnant" and is certified pregnant by a veterinarian within 30 days after the sale, guarantee 6 will apply.

6. If the necessary proof is provided to the seller in writing within the relevant period, the seller shall, at the choice of the buyer, replace any animal as described above under 4.1, 4.2, 4.4, 4.5, 4.6, 4.7 and 5, with other animals of equal value or refund the purchase price.

7. Animals offered shall meet with the following requirements:

7.1 refer 2 and 3;

7.2 minimum Simdex reproduction index at last calving of 80 (cows with 1 calf) or 85 (cows with two or more calves)

7.3 Simmentaler bulls shall have a birth weight breeding value at the time of the compiling of the catalogue;

7.4 maximum predicted age of heifers with 1st calving no higher than 39 months (1 185 days*);

7.5 **Auxiliary studbook A** female animals may be offered, provided they meet the following requirements:

- (i) At least two calvings after registration, and
- (ii) within twelve months after last calving have again been confirmed/certified to be pregnant;
- (iii) **Auxiliary studbook A female animals** not meeting these requirements may still be sold as part of the 10% rule, which includes animals that do not comply with the Simmentaler sale rules.

8. A maximum of 10% of the total offer can be sold as "not under the rules of the Society".

9. DNA and Sire verification is compulsory for all bulls offered a sale from 1 January 2020.

10. All pamphlets posted on social media must be reviewed and approved by the office.

10.1. Simmentaler logo should appear on the pamphlet;

10.2. All animals must comply with the above-mentioned rules, e.g. bulls must already have DNA and sire verification.

* = age on day of sale.

SIMMENTALER SELLER'S CERTIFICATION

THIS PAGE MUST PLEASE BE COMPLETED AND SIGNED BY EACH SELLER AND SENT TO THE OFFICE 6 WEEKS PRIOR TO THE SALE DATE.

I hereby confirm, (name): _____, that I accept the above-mentioned rules and regulations for my sale to be held on _____, and that I, as seller with the choice of the buyer, will replace any animal that does not meet the above-mentioned requirements with another animal of equal value or refund the purchase price provided that the buyer notifies the seller in writing within 7 days of the sale.

Signed at _____ on this day _____.

Seller: _____

Please note that your catalogue cannot be provided to you if this signed form is not received by the Office.

THE COUNCIL AND STAFF OF THE SIMMENTALER CATTLE BREEDERS' SOCIETY OF SOUTHERN AFRICA ARE INDEMNIFIED AGAINST ANY CLAIMS OF BUYERS THAT MAY ARISE FROM SALES ON THIS SALE. THE SIMMENTALER CATTLE BREEDERS' SOCIETY ARE INDEMNIFIED AGAINST ANY DAMAGE THAT WE OR ANY THIRD-PARTY MAY SUSTAIN AS A RESULT OF UNSAFE OF DEFECTIVE PRODUCTS SUPPLIED BY THEM.

Indemnity

“As supplier of the goods/services, you, the Advertiser warrant that you are familiar with and will comply with the provision of the Consumer Protection Act, Act 68 of 2008 (‘CPA’) in all transactions between us. Among other, the CPA provides for some consumer rights regarding delivery, returns, disclosure or information and product quality and safety. You accordingly indemnify the Simmentaler Cattle Breeders’ Society against any damages that we or any other party may suffer as a result of your non-compliance with the CPA or as a result of any damages suffered by any party due to defective or unsafe goods/services supplied by you.”

NAME: _____ MEMBER NUMBER: _____
(print please)

DATE: _____ SIGNATURE: _____

Vrywaring

“As verskaffer van die produkte/dienste waarborg die Adverteerder dat hulle vertrou is met die bepalings van die Wet op Verbruikersbeskerming, Wet 68 van 2008 (‘die Wet’) en dat hulle in alle transaksies met ons aan die Wet se vereistes sal voldoen. Die Wet maak voorsiening vir verskeie verbruikersregte wat insluit regte met betrekking tot lewering, teruggawe, openbaarmaking van inligting, kwaliteit en veiligheid van produkte. Gevolglik vrywaar die Adverteerder vir die Simmentaler Beestelersgenootskap teen enige skade wat ons of enige derde party mag lei as gevolg van onveilige of defektiewe produkte wat deur hulle gelewer is.”

NAAM: _____ LID NOMMER: _____
(drukskrif)

DATUM: _____ HANDTEKENING: _____

VETERINARIAN DETAILS: _____

REFERENCE: _____

EVALUATION REPORT OF THE BULL "ID NO OF BULL": _____

Date of evaluation: _____

Breed: _____

Scrotal circumference (cm): _____

Collection method: _____

MACROSCOPIC

Volume (ml): _____

Consistency: _____

Colour: _____

Smell: _____

MOTILITY

Mass movement: _____

Individual movement: _____

MORPHOLOGICAL EVALUATION

Serious defects (% and dominant defect): _____

Minor defects (% and dominant defect): _____

Percentage normality: _____

Foreign material: _____

ANATOMICAL EVALUATION

Testis: _____

Prostate: _____

Epididymis: _____

Seminal ducts: _____

Penis: _____

Sem. Vesicles: _____

Sheath: _____

LIBIDO AND MATING CAPABILITY

VENEREAL DISEASES

Trichomoniasis: _____

Campylobacter (Vibriosis): _____

T B & C A CERTIFICATION

NOTES: _____

CLASSIFICATION

Semen evaluates as good in terms of motility and morphologically good.

VETERINARIAN/TECHNOLOGIST: _____

DATE: _____