

HEREDITARY CHONDRODYSPLASIA SALE WARRANTY

This sale has adopted the following policy approved by the American Oxford Sheep Association (AOSA). Every ram and ewe consigned and sold in this sale or any sale sponsored or sanctioned by the American Oxford Sheep Association, including the National Oxford Show and Sale, will be warranted by the seller to be a non-carrier of hereditary chondrodysplasia (spider syndrome) under the following conditions:

The American Oxford Sheep Association strongly encourages sellers and buyers to meaningfully communicate with one another to eliminate and resolve issues related to this warranty prior to employing in its formal procedures. It is further encouraged that the parties remain civil during the process and document, in writing, all communications and actions under this warranty.

After the date of sale, a buyer who wishes to have the benefits of this warranty, must have the purchased animal DNA tested, at buyer's expense, to confirm whether or not the animal is a carrier of hereditary chondrodysplasia. The results of this test must be received by the American Oxford Sheep Association office directly from the laboratory no later than sixty (60) days after the date of sale. The buyer must arrange individual receipt of such results as AOSA will not forward a copy to the buyer or seller. Any animal determined through this DNA testing to be a carrier shall be returned to the seller within forty-five (45) days unless the parties agree otherwise with the costs associated with transportation of the animal to be equally shared between the buyer and seller. The seller, at seller's expense, shall have the opportunity to have the animal re-tested. The results of this re-test must be received by the AOSA office directly from the laboratory no later than sixty (60) days after the animal has been returned to the seller. In the event there is a conflict in the results between the two tests, a third a test will be immediately administered in such manner as the parties shall agree but in the absence of agreement, in such manner as ordered by a court of competent jurisdiction. The cost of this third test will be equally shared between the buyer and seller. All tests shall be performed by a qualified professional preferably a licensed veterinarian.

If the animal is confirmed to be a carrier of hereditary chondrodysplasia or the seller fails to rebut buyer's positive hereditary chondrodysplasia test result within the above stated deadline, the seller shall refund the full purchase price of the animal to the buyer within thirty (30) days, with all fees and percentages levied against the animal retained by the sale management and/or sponsoring organizations.

If a ewe is bred when sold, the resulting offspring will also be warranted so long as the buyer has the lamb(s) DNA tested for hereditary chondrodysplasia, at buyer's expense, with the results received by the American Oxford Sheep Association office directly from laboratory no later than one hundred twenty (120) days after the birth of the lamb(s). The buyer must arrange individual receipt of such results as AOSA will not forward a copy to the buyer or seller. If the lamb(s) is confirmed to be a carrier, the seller shall refund twenty (20%) percent of the full purchase price of the ewe to the buyer within thirty (30) days, with all fees and percentages levied against the animal retained by the sale management and/or sponsoring organizations. Except as otherwise provided herein, a buyer must test the bred ewe in order to avail himself of the warranty contained in this paragraph relating to resulting offspring.

Any buyer failing to confirm that the animal is a non-carrier for hereditary chondrodysplasia within the above deadlines, failing to return the animal to the seller in acceptable condition so that the animal may be re-tested, except the offspring of a ewe bred when sold, or failing to fulfill any other conditions or duties placed upon him by this warranty waives any rights under this warranty.

This warranty does not extend to any offspring of the animal sold which are born more than one hundred fifty (150) days after the date of sale. Furthermore, this warranty does not extend to any offspring conceived by an animal after the buyer has knowledge of a positive DNA test result.

All DNA testing under this policy must be performed by an American Oxford Sheep Association approved laboratory which currently are Gene Check, Inc., 1629 Blue Spruce Drive, Suite 106, Fort Collins, Colorado 80524 or Genmark, 3591 Anderson Street, Suite#104, Madison, Wisconsin 53704 (or their successors) but are subject to change at any time.

The American Oxford Sheep Association will retain any DNA testing results received as a result of this warranty until (a) the matter is resolved by the parties or (b) two years after the date the results are received, whichever is earlier, at which time the AOSA will destroy the results with no further obligation. It is the responsibility of both the buyer and the seller to immediately notify AOSA when the matter is resolved.

Any seller failing to cooperate with the terms of this warranty shall automatically be barred from selling any sheep for five (5) years to this sale or any sale sponsored or sanctioned by the American Oxford Sheep Association including the National Show and Sale.

This warranty and the remedies or damages it provides shall be exclusive. No other remedies or damages, including but not limited to incidental or consequential damages for lost profits, lost sales, or any other consequential loss, shall be available. All other warranties, express or implied, including the IMPLIED WARRANTY OF MERCHANTABILITY or the IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE are disclaimed and shall not apply. This warranty shall constitute a contract between the buyer and seller only. No other parties, including but not limited to, the American Oxford Sheep Association, Sale Management and sponsoring organizations, shall assume any liability, legal or otherwise, express or implied.

By selling Oxford sheep at this sale, the exhibitor hereby authorizes and appoints the American Oxford Sheep Association and its Board of Directors to receive the results of all testing under this policy and further releases, discharges and agrees to indemnify and hold harmless the American Oxford Sheep Association and its Board of Directors, members, successors, agents and representatives of and from any and all actions, causes of action, suits, accounts, debts, claims and demands whatsoever, at law or in equity, and however arising, involving the testing and testing results under this policy.

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