For the American Angus Association's most recent rules, reference materials, policies regarding genetic conditions and factors, and a complete list of reported carriers, visit *www.angus.org* or call 816-383-5100.

# Part 3: Policy Regarding Specific Genetic Conditions and Genetic Factors



Rules 300 to 307 set forth the Genetic Conditions Policy of the American Angus Association and those rules relating to it. Rule 350GF relates to Genetic Factors. Please refer to this policy and set of rules for more information as well as for definitions of genetic conditions recognized by the Association.

The abnormalities listed there are considered pathological (disease) conditions of genetic origin. These "genetic conditions" include an impairment of health or a condition of abnormal function due to an abnormal or mutated gene. In instances in which a reliable DNA test has been developed and approved by the Association that conclusively identifies and separates carriers of a recognized genetic condition from those free of the same condition, Rule 307 delegates to the Board the discretion to develop, establish and implement a policy tailored to address the circumstances of a particular situation.

Set forth below is the American Angus Association's policy relating to arthrogryposis multiplex (AM), neuropathic hydrocephalus (NH), contractural arachnodactyly (CA), myostatin nt821 gene deletion (M1), PRKG2 gene mutation for dwarfism (D2), developmental duplication (DD), oculocutaneous hypopigmentation (OH) and osteopetrosis (OS).

Members with questions regarding the following policy or the Genetic Conditions Policy or Related Rules in general should contact Member Services for clarification.

# Policy of the American Angus Association relating to the Registration Status of Potential and Known Carriers of Arthrogryposis Multiplex (AM), Neuropathic Hydrocephalus (NH), Contractual Arachnodactyly (CA) and Osteopetrosis (OS).

(As combined and amended on September 13, 2012, September 13, 2013, and September 13, 2017)

**Preface**

Pursuant to Rule 307 of the Rules of the American Angus Association (hereinafter "the Association"), the Board of Directors hereby adopts the following policy regarding the following separate genetic conditions:

Arthrogryposis Multiplex (AM)
Neuropathic Hydrocephalus (NH)
Contractural Arachnodactyly (CA)
Osteopetrosis (OS)

**Definitions and Referenced Dates Used in this Policy**

The phrase "impacted genetics" shall refer to any animal that is a descendant of a confirmed carrier of the AM, NH, CA or OS mutation that does not have an intervening descendant that has tested free of such mutation(s) at a laboratory approved by the Association. These currently identified references do not preclude other ancestors from potentially being identified as carriers at a later time.

*Dates on which the Association Recognized the Conditions:*

*November 15, 2008 (AM)*
*June 12, 2009 (NH)*
*July 14, 2010 (CA)*
*April 15, 2016 (OS)*

*Dates on which the Association began to provide Commercialized Tests at Approved Laboratories:*

*January 1, 2009 (AM)*
*June 15, 2009 (NH)*
*October 4, 2010 (CA)*
*May 17, 2016 (OS)*

**Procedures and Qualifications for Registration**

**I. Status of Females and Bulls with Impacted Genetics Registered with the Association *Prior* to Those Dates on which Laboratories Approved by the Association began to Provide Commercial DNA Tests to the Membership**

A. All such females and bulls with the impacted genetics in their pedigrees shall remain registered. Such registrations shall not be revoked, canceled, or suspended.

B. All such females and bulls with the impacted genetics in their pedigrees that are subsequently tested shall remain registered regardless of whether they are determined to be carriers or free of AM, NH, CA, or OS mutations.

**II. Registration of Females and Bulls with Impacted Genetics**

A. Females

1. In order for any potential female carrier of AM, NH, or CA to be eligible for registration on or after September 13, 2012, and in order for any potential female carrier of OS to be eligible for registration on or after May 17, 2016, such animal must be tested for the mutation in issue at a laboratory approved by the Association. Following such test, the animal shall be eligible for registration regardless of whether it is determined to be a carrier or free of the mutation in issue. The test results shall be prominently denoted on such animal's registration and performance certificates in the manner prescribed below.

B. Bulls

1. In order for any potential bull carriers of AM, NH, or CA to be eligible for registration on or after September 13, 2012, and in order for any potential bull carrier of OS to be eligible for registration on or after May 17, 2016, such animal must be tested for the mutation in issue at a laboratory approved by the Association and found to be "free" of such mutation.

C. Steer Calves

1. All resulting steer calves of potential carrier females or potential carrier bulls may be registered without submitting to testing.

**III. Registered Animals Determined to Exhibit the Genetic Condition**

Any registered animal identified as being homozygous for the mutation shall be considered to exhibit the genetic condition and shall be ineligible for registration under Rule 103d of the Rules of the Association. The registration of such animal shall be considered null and void and its Certificate of Registration should be returned to the Association by the member.

**IV. Registered A.I. Sires Determined to be Carriers of the Mutation**

A. All calves sired artificially by non-owned bulls (calves that would require an AI service certificate) shall be ineligible for registration if conceived after sixty (60) days following the date on which that sire is listed on the Association's website as a carrier of the mutation. Calves resulting from embryos conceived artificially by non-owned bulls with embryo removal dates after 67 days following the date on which that sire is listed on the Association's website as a carrier of the mutation shall be ineligible for registration.

B. The Association will publish the names and registration numbers of such sires on its website only upon receipt of a test determination from an approved laboratory.

**V. Registration of Clones with Impacted Genetics**

Clones of any animal determined to be a carrier of the mutation shall be ineligible for registration. Clones of untested animals with the impacted genetics shall also be ineligible for registration.

**VI. Testing of Animals**

Testing to determine whether an animal is a carrier of the mutation or is free of it shall be conducted at those laboratories approved by the Association. The results of such testing shall be provided to the Association and the submitting member as soon as practicable after the test results are available.

**VII. Publication of Test Results by the Association**

Upon receipt of a test result from an approved laboratory that determines whether an animal is a carrier of the mutation or free of it, the Association shall list the name, registration number and test result of each such animal on its website. The Association shall also maintain an updated list of each animal determined to be a carrier as well as those who have tested free of such condition. Upon request, the Director of Member Services shall provide such a list at no cost to the requesting member.

**VIII. Right to Request a Second DNA Test**

In those instances, in which an animal previously registered or seeking registration is tested and determined to be a carrier of the mutation (and is identified as such on the Association's website), the member owner of record may request that an approved laboratory conduct a second DNA test on a sample from such animal. In order to process a request for a second test, the member owner of record must provide materials or samples sufficient to permit the laboratory to verify the parentage of the animal in question.

**IX. Notations on Registration and Performance Pedigree Certificates**

A. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "AMF," "NHF", "CAF" or "OSF" on the registration and performance pedigree certificates of any animal that has been determined by such a test to be free of the mutation. **AMF** shall mean "**Arthrogryposis Multiplex – Free**" or that an animal is free of the mutation. **NHF** shall mean "**Neuropathic Hydrocephalus – Free**" or that an animal is free of the mutation. **CAF** shall mean **"Contractural Arachnodactyly – Free"** or that an animal is free of the mutation. **OSF** shall mean **"Osteopetrosis – Free"** or that an animal is free of the mutation.

B. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "AMC," "NHC", "CAC" or "OSC" on the registration and performance pedigree certificates of any animal that has been determined by such test to be a carrier of the mutation. **AMC** shall mean "**Arthrogryposis Multiplex – Carrier**" or that the animal is a carrier of the mutation. **NHC** shall mean "**Neuropathic Hydrocephalus – Carrier**" or that the animal is a carrier of the mutation. **CAC** shall mean **"Contractual Arachnodactyly – Carrier**" or that the animal is a carrier of the mutation. **OSC** shall mean **"Osteopetrosis – Carrier"** or that an animal is a carrier of the mutation.

C. Upon receipt of a test result on an affected animal from an approved laboratory, the Association shall place or electronically display the letter designation "CAA" on any registration and performance pedigree certificates on which the affected animal appears as an ancestor. **CAA** shall mean **"Contractural Arachnodactyly – Affected."**

D. The Association shall place or electronically display the letter designation(s) "AMP," NHP," "CAP" or "OSP" on the registration and performance pedigree certificates of all registered animals that descend from an animal determined to be a carrier of the mutation, unless an intervening AMF, NHF, CAF or OSF status eliminates all genetic ties to a known carrier ancestor (registered prior to September 13, 2012 for AM, NH and CA). **AMP** shall mean **"Arthrogryposis Multiplex –Potential"** or that the animal is potentially a carrier of the mutation. **NHP** shall mean **"Neuropathic Hydrocephalus – Potential"** or that the animal is potentially a carrier of the mutation. **CAP** shall mean **"Contractual Arachnodactyly – Potential"** or that the animal is potentially a carrier of the mutation. **OSP** shall mean **"Osteopetrosis – Potential"** or that an animal is potentially a carrier of the mutation.

Such notification will remain in place until the Association either receives an official determination from an approved laboratory that the particular animal has been tested and found to be free of or a carrier of the mutation or an intervening ancestor of the animal has tested free of such mutation. In such instances, the certificate on the animal will be denoted in accordance with Section IX.A and B of this policy.

NOTE: These procedures apply only to Arthrogryposis Multiplex, Neuropathic Hydrocephalus, Contractural Arachnodactyly and Osteopetrosis.

# Policy of the American Angus Association Relating to the Registration Status of Potential and Known Carriers of Myostatin nt821 Gene Deletion (M1), Developmental Duplication (DD) and Oculocutaneous Hypopigmentation (OH).

(As combined and amended on September 13, 2017)

**Preface**

Pursuant to Rule 307 of the Rules of the American Angus Association (hereinafter "the Association"), the Board of Directors hereby adopts the following policy regarding the following separate genetic conditions: Double muscling (Skeletal Muscle Hypertrophy), Myostatin nt821 gene deletion (M1), Developmental Duplication (DD) and Oculocutaneous Hypopigmentation (OH).

**Definitions and Referenced Dates Used in this Policy**

The phrase "impacted genetics" shall refer to any animal that is a descendant of a confirmed carrier of the M1, DD or OH mutation that does not have an intervening descendant that has tested free of such mutation(s) at a laboratory approved by the Association. These currently identified references do not preclude other ancestors from potentially being identified as carriers at a later time.

*Dates on which the Association Recognized the Conditions:*

*June 20, 2011 (M1)*
*August 14, 2013 (DD)*
*November 2, 2015 (OH)*

*Dates on which the Association began to provide Commercialized Tests at Approved Laboratories:*

*July 1, 2011 (M1)*
*August 27, 2013 (DD)*
*December 16, 2015 (OH)*

**Procedures**

The following procedures shall be followed in connection with the registration status of potential and known carriers of M1, DD and OH:

**I. Status of Currently Registered Females and Bulls**

A. As used herein, the word "currently" in the phrase "currently registered" shall mean that date on which laboratories approved by the Association began to provide a commercial DNA test for the mutation to the membership.

B. All currently registered females and bulls with the impacted genetics in their pedigrees shall remain registered. In other words, their registrations will not be revoked, canceled, or suspended.

C. All currently registered females and bulls with the impacted genetics in their pedigrees that are tested and determined to be carriers of the mutation shall remain registered.

**II. Resulting Progeny of Carrier Females and Bulls**

All resulting progeny of currently registered carrier females or carrier bulls may be registered without submitting to testing. Notwithstanding such registration, the Association shall place or electronically display a notation, as described in Section VII of this Policy, on each Performance Registration Certificate, Angus Performance Pedigree or any other pedigree displayed electronically.

**III. Currently Registered Animals Determined to be Affected by the Mutation**
For the mutation M1 and OH, any animals identified as being homozygous for the mutation, shall therefore be considered to be affected by the condition, and are not eligible for registration under Rule 103d. In the event that a registered animal is discovered to be affected by the condition, its registration shall be considered null and void, and the Certificate of Registration must be returned to the Association for cancelation. For the mutation DD, any animals identified as being homozygous for the mutation, shall therefore be considered to be affected by the condition. Such animals shall be eligible for continued and prospective registration.

**IV. Testing of Animals**
A. Testing to determine whether an animal is a carrier of the mutation, is free of the mutation, or affected by it shall be conducted at those laboratories approved by the Association.

B. The results of such testing shall be provided to the Association and the submitting member as soon as practicable after the test results are available.

**V. Publication of Test Results by the Association**
Upon receipt of a test result from an approved laboratory that determines whether an animal is a carrier of the mutation, free of the mutation, or affected by it, the Association shall list the name, registration number and test result of each such animal on its website. The Association shall also maintain an updated list of each animal determined to be a carrier or determined to be affected, as well as those who have tested free of such condition. Upon request, the Director of Member Services shall provide such a list at no cost to the requesting member.

**VI. Right to Request a Second DNA Test**
In those instances, in which an animal previously registered or seeking registration is tested and determined to be a carrier of the mutation (and is identified as such on the Association's website), the member owner of record may request that an approved laboratory conduct a second DNA test on a sample from such animal. In order to process a request for a second test, the member owner of record must provide materials or samples sufficient to permit the laboratory to verify the parentage of the animal in question.

**VII. Notations on Registration and Performance Pedigree Certificates**
A. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "M1F", "DDF" or "OHF" on the registration and performance pedigree certificates of any animal that has been determined by such a test to be free of the mutation. **M1F** shall **mean "Myostatin nt821 mutation for Double Muscling – Free"** or that an animal is free of the mutation. **DDF** shall mean **"Developmental Duplication – Free"** or that an animal is free of the mutation. **OHF** shall mean **"Oculocutaneous Hypopigmentation – Free"** or that an animal is free of the mutation.

B. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "M1C", "DDC" or "OHC" on the registration and performance pedigree certificates of any animal that has been determined by such test to be a carrier of the mutation. **M1C** shall mean **"Myostatin nt821 mutation for Double Muscling – Carrier"** or that the animal is a carrier of the mutation. **DDC** shall mean **"Developmental Duplication – Carrier"** or that the animal is a carrier of the mutation. **OHC** shall mean **"Oculocutaneous Hypopigmentation – Carrier"** or that the animal is a carrier of the mutation.

C. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "M1A", "DDA" or "OHA" on any animal that has been determined by such test to be an affected animal. **M1A** shall mean **"Myostatin nt.821 mutation for Double Muscling – Affected"** or that the animal is affected by the mutation. **DDA** shall mean **"Developmental Duplication – Affected"** or that the animal is affected by the mutation. **OHA** shall mean **"Oculocutaneous Hypopigmentation – Affected"** or that the animal is affected by the mutation.

D. The Association shall place or electronically display the letter designation(s) "M1P", "DDP" or "OHP" on the registration and performance pedigree certificates of all registered animals that descend from an animal determined to be a carrier of the mutation, unless an intervening M1F, DDF or OHF status eliminates all genetic ties to a known carrier ancestor. **M1P** shall mean **"Myostatin nt821 mutation for Double Muscling – Potential"** or that the animal is potentially a carrier of the mutation. **DDP** shall mean **"Developmental Duplication – Potential"** or that the animal is potentially a carrier of the mutation. **OHP** shall mean **"Oculocutaneous Hypopigmentation – Potential"** or that the animal is potentially a carrier of the mutation.

Such notification will remain in place until the Association receives an official determination from an approved laboratory that the particular animal tested as a carrier of the mutation or free of it, in which case its certificates will be denoted pursuant to Sections VII.A and B of these procedures.

NOTE: These procedures apply only to Myostatin nt821 Gene Deletion (M1), Developmental Duplication (DD) and Oculocutaneous Hypopigmentation (OH).

# Policy of the American Angus Association Relating to the Registration Status of Potential and Known Carriers of PRKG2 Gene Mutation for Dwarfism ("D2")

(As adopted August 29, 2011, and amended effective September 19, 2011)

**Preface**

Pursuant to Rule 307 of the Rules of the American Angus Association (hereinafter "the Association"), the Board of Directors hereby adopts the following policy regarding the following genetic condition: PRKG2 gene mutation for dwarfism (hereinafter "D2").

D2 was recognized as a genetic condition on September 7, 2007.

**The Impacted Genetics**

For the purposes of the procedures that follow, the phrase "the impacted genetics", as it references the D2 mutation, currently refers to all animals with confirmed carriers of the D2 mutation in their pedigrees. These currently identified references do not preclude other ancestors from potentially being identified as carriers at a later time.

**Procedures**

The following procedures shall be followed in connection with the registration status of potential and known carriers of D2:

**I. Status of Currently Registered Females and Bulls**

A. As used herein, the word "currently" in the phrase "currently registered" shall mean that date on which the Board adopted its policy related to D2. Such date(s) will be published on the Association's website.

*Note: With respect to D2, that date was August 29, 2011.*

B. All currently registered females and bulls with the impacted genetics in their pedigrees shall remain registered. In other words, their registrations will not be revoked, canceled, or suspended.

C. All currently registered females and bulls with the impacted genetics in their pedigrees that are tested and determined to be carriers of the mutation shall remain registered.

**II. Resulting Progeny of Carrier Females and Bulls**

A. Heifer Calves

All resulting heifer calves of currently registered carrier females or carrier bulls must be DNA tested for the mutation recognized under this policy at a laboratory authorized by the Association in order to be eligible for registration. The results of such test (reflecting whether the heifer calf so tested is a carrier of the mutation or free of it) shall be denoted on that animal's registration and performance certificates in the manner prescribed below.

B. Bull Calves

All resulting bull calves of registered carrier females or carrier bulls must be DNA tested for the mutation recognized under this policy at a laboratory authorized by the Association and found to be free of that mutation in order to be eligible for registration.

C. Steer Calves

All resulting steer calves of currently registered carrier females or carrier bulls may be registered without submitting to testing.

**III. Currently Registered Animals Determined to be Affected by the Mutation**
Any animals identified as being homozygous for the mutation, shall therefore be considered to be affected by the condition, and are not eligible for registration under Rule 103d. In the event that a registered animal is discovered to be affected by the condition, its registration shall be considered null and void, and the Certificate of Registration must be returned to the Association for cancelation.

**IV. Currently Registered A.I. Sires Determined to be Carriers of the Mutation**
A. All calves sired artificially by non-owned bulls (calves that would require an AI service certificate) shall be ineligible for registration if conceived after sixty (60) days following the date on which that sire is listed on the Association's website as a carrier of the mutation. Calves resulting from embryos conceived artificially by non-owned bulls with embryo removal dates after 67 days following the date on which that sire is listed on the Association's website as a carrier of the mutation shall be ineligible for registration.

B. The Association will publish the names and registration numbers of such sires on its website only upon receipt of a test determination from an approved laboratory.

**V. Registration of Clones with Impacted Genetics**
Clones of any animal determined to be a carrier of the mutation shall be ineligible for registration. Clones of untested animals with the impacted genetics shall also be ineligible for registration.

**VI. Testing of Animals**
A. Testing to determine whether an animal is a carrier of the mutation, is free of the mutation, or affected by it shall be conducted at those laboratories approved by the Association.

B. The results of such testing shall be provided to the Association and the submitting member as soon as practicable after the test results are available.

**VII. Publication of Test Results by the Association**
Upon receipt of a test result from an approved laboratory that determines whether an animal is a carrier of the mutation, free of the mutation, or affected by it, the Association shall list the name, registration number and test result of each such animal on its website. The Association shall also maintain an updated list of each animal determined to be a carrier or determined to be affected, as well as those who have tested free of such condition. Upon request, the Director of Member Services shall provide such a list at no cost to the requesting member.

**VIII. Right to Request a Second DNA Test**
In those instances in which an animal previously registered or seeking registration is tested and determined to be a carrier of the mutation (and is identified as such on the Association's website), the member owner of record may request that an approved laboratory conduct a second DNA test on a sample from such animal. In order to process a request for a second test, the member owner of record must provide materials or samples sufficient to permit the laboratory to verify the parentage of the animal in question.

**IX. Notations on Registration and Performance Pedigree Certificates**
A. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "D2F" on the registration and performance pedigree certificates of any animal that has been determined by such a test to be free of the mutation. D2F shall mean "PRKG2 Dwarfism – Free", or that an animal is free of the mutation.

B. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "D2C" on the registration and performance pedigree certificates of any animal that has been determined by such test to be a carrier of the mutation. D2C shall mean "PRKG2 Dwarfism – Carrier", or that the animal is a carrier of the mutation.

C. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "D2A" on any animal that has been determined by such test to an affected animal. The "D2A" letter designation shall be reflected on any registration and performance pedigree certificates where the affected animal appears as an ancestor. D2A shall mean "PRKG2 Dwarfism – Affected", or that the animal is affected by the mutation.

D. The Association shall place or electronically display the letter designation(s) "D2P" on the registration and performance pedigree certificates of all registered animals that descend from an animal determined to be a carrier of the mutation, unless an intervening D2F status eliminates all genetic ties to a known carrier ancestor. D2P shall mean "PRKG2 Dwarfism – Potential", or that the animal is potentially a carrier of the mutation.

Such notification will remain in place until the Association receives an official determination from an approved laboratory that the particular animal tested as a carrier of the mutation or free of it, in which case its certificates will be denoted pursuant to Sections IX.A and B of these procedures.

NOTE: These procedures apply only to PRKG2 gene mutation for dwarfism.

# Suggested* Sale Terms and Conditions

American Angus Association • Effective June 4, 2020

*These Suggested Sales Terms and Conditions have been drafted for optional use by sellers in multiple types of transactions including auctions, internet auctions, private treaty sales and private treaty sale "bid offs." Whether to use them as drafted, as modified, or not at all, is left to the independent business judgment of every seller. They are for sellers' consideration and voluntary use.

## TERMS OF SALE

### Announcements

1. If there is any inconsistency in the terms of any sales materials, including sale books, supplement sheets or day-of-sale announcements, (i) the day-of-sale announcement will control over both the supplement sheet and the sale book, and (ii) the supplement sheet will control over the sale book.

### Cash Sale

1. All sales are for cash unless satisfactory credit arrangements, including any possible reservation of security interest by the seller, have been made with the seller prior to sale.

### Buyer's Risk at the Time of Sale

1. The risk of loss and injury of each animal passes to the buyer as soon as it is sold; however, it is the obligation of the seller to ensure that sold animals are fed and cared for free of charge to the buyer until loaded for shipment or until the expiration of **24** hours after the sale, whichever occurs sooner.

### Identification Responsibilities

1. Prior to the sale, the seller must ensure that each animal has a readable primary identification mark (e.g., tattoo, hot-iron brand or freeze brand) corresponding to its registration.

2. The buyer must check all primary identification marks for accuracy upon possession and report any discrepancies or irregularities to the seller immediately.

3. In those cases where a nickname is used by the seller, the nickname must also be accompanied by the official registered name and number of the animal.

### Certificates of Registration

1. A transferred certificate of registration must be furnished by the seller free of charge to the buyer for each animal within 45 days following the later of either the date of sale or upon the receipt of full payment.

### Artificial Insemination (AI) Service Certificates

1. AI Service certificates will be the responsibility of the buyer unless otherwise specified by the seller.

## GUARANTEES

### Health

1. Unless otherwise announced, the seller guarantees that all animals are eligible for interstate shipment as required by applicable federal and state regulations.

### Conformance with Registration

1. The seller guarantees that all sold animals are registered in accordance with the rules of the American Angus Association.

2. The seller guarantees to the buyer that all sold animals conform to the registration certificate as entered in the Herd Book of the American Angus Association.

3. The seller guarantees to the buyer that with respect to all females exposed to multiple service sires, each such service sire will have parentage markers on file with the American Angus Association. *(As adopted February 21, 2014)*

**Pedigree, Performance and Genetic Information**

1. The seller guarantees to the buyer that the pedigree, performance data and genetic information, as represented in any sales materials (including any sale book, supplement sheet or day-of-sale announcement), are accurate. The seller shall provide "as of" date for all information from the American Angus Association database.

2. The absence of any such designation on the pedigree of an animal, as set forth in any sales materials, does not establish that the animal in question is not a carrier of any such genetic factor.

3. In those cases where a commonly understood nickname is used by the seller, the seller guarantees the pedigree of the animal based on the commonly understood nickname.

**Sex**

1. Unless otherwise represented by the seller, there are no guarantees that offspring will be of a particular sex.

**Breeding Guarantees**

1. The seller guarantees that all animals are breeders, with the exception of: (a) calves under 12 months of age at the time of the sale; (b) animals shown after the sale has occurred (in such cases, the breeding guarantees, if any, will be those guarantees as are agreed upon between the seller and the buyer); (c) animals who suffer injury or disease following the sale; and (d) animals subjected to gross negligence by or willful misconduct on the part of the buyer.

2. The seller guarantees that all bulls are breeders for a period of **90** days following the initial turn out with buyer's herd, but only if such bulls are at least 12 months old at the time of sale and have not been allowed to run with the herd until at least 14 months of age. A bull that settles a cow by natural service and passes a fertility test performed by a competent veterinarian or reproductive technician mutually agreed upon by the buyer and the seller will be considered a breeder. Unless otherwise agreed by the buyer and the seller, the seller makes no guarantees with respect to the ability to freeze semen.

3. Cows with calves at their side are presumed to be breeders with no further fertility guarantee.

4. "Safe-in-calf" females are guaranteed by the seller to have been examined by a competent veterinarian or reproductive technician and determined to be safe-in-calf by examination or other proven method (e.g., ultrasound, pregnancy blood tests, and rectal palpation).

5. "Served" females are not guaranteed to be in calf.

6. "Pasture-bred" females have been exposed but are not guaranteed to be in calf.

7. "Open" females are guaranteed by the seller to be without calf.

8. Donor females:

   a. Unless otherwise agreed by the buyer and the seller, a female that has been used in an embryo transfer program is not guaranteed to be a breeder after the date of the sale.

   b. Unless otherwise agreed by the buyer and the seller, a female is not guaranteed to be a breeder after the date of the sale, when that female is to be used, or attempted to be used, in an embryo transfer program.

9. The seller makes the following guarantees with respect to all "pregnant recipients": (i) that the female is pregnant, (ii) that the resulting calf is of the pedigree represented, and (iii) that the resulting calf is of the sex represented (if so represented).

**Semen**

1. Unless otherwise agreed by the buyer and the seller, with respect to the sale of semen the seller makes no guarantees with respect to the performance or characteristics of such semen and the buyer is purchasing such semen "as is."

**Embryos**

1. Embryos being offered for sale will be sold "as is" as it relates to fertility and pregnancy success rate unless the seller provides additional guarantees.
2. It is the seller's responsibility to disclose additional known information related to the embryos, to include, but not limited to the sexing of the embryos or any biopsied information. (As adopted June 4, 2020, and September 11, 2020)

**Privileges of Return or Adjustment: Options**

1. With the exception of any applicable transportation expenses described herein, a seller shall never be liable to a buyer for an amount greater than the original selling price of any animal sold under these Sales Terms and Conditions.

2. Unless otherwise stated, all claims for adjustment or refund must be made in writing to the seller within 180 days following the sale of the animal in question.

3. If an animal is claimed to be a non-breeder, the animal may be returned to the seller if it is in good condition and complies with the health requirements of the seller's state. At the option of the buyer, the seller may issue a credit to the buyer for use in a future purchase or provide an animal of equal value subject to the approval of buyer. If the buyer exercises either such option, the claim shall be deemed fully and satisfactorily resolved. However, in the event that the buyer requests a refund of the purchase price, the seller may, at its option, either issue a refund of the full purchase price or, shall have 180 days from the date the animal is returned to the seller's farm to conduct a trial to demonstrate the returned animal is a breeder. Refund of the full purchase price or demonstrated proof that the animal is a breeder during the test trial shall be deemed full satisfaction and settlement of the claim.

Any expense incurred for transporting an animal claimed to be a non-breeder will be the responsibility of the buyer, except that the seller will be responsible for transportation costs in excess of the distance between the buyer's farm and the location where the sale took place. If the seller proves the animal to be a breeder, it will be the obligation of the buyer to take delivery of the animal and pay all transportation expenses.

4. If a female sold as "safe in calf" proves not to be in calf, the seller must make a satisfactory adjustment on the purchase price to the buyer or, at the buyer's option, refund the purchase price upon return of the animal to the farm of the seller. Any claim for adjustment or refund under this paragraph must be made in writing to the seller on or before the first anniversary of the date of the sale.

5. If a female represented as "safe in calf" to a certain bull at the time of sale proves to have been bred to a different bull, the seller must make a satisfactory adjustment on the purchase price to the buyer or, at the buyer's option, refund the purchase price upon return of the animal to the farm of the seller. Any claim for adjustment or refund under this paragraph must be made in writing to the seller on or before the first anniversary of the date of sale.

6. If a female sold as "open" proves to be with calf, the buyer may return the animal to the farm of the seller prior to calving for a refund of the full purchase price or for another animal of equal value, whichever is acceptable to the buyer. The Seller is responsible for all transportation expenses.

7. White skin or hair must not be painted or altered. If such painting or alteration has occurred, the buyer may return the animal to the farm of the seller for a refund of the full purchase price or for another animal of equal value, whichever is acceptable to the buyer.

8. If an animal is sold and subsequently becomes ineligible for registration under the rules of the American Angus Association for reasons other than incorrect parentage, the seller must make a satisfactory adjustment on the purchase price to the buyer, or at the option of the buyer, refund the purchase price upon the return of the animal to the farm of the seller.

9. If an animal (including the offspring of a pregnant recipient) is sold and through parentage verification is proven to have incorrect parentage, as represented by the animal's certificate of registration, and for which correct parentage can be determined, the seller is obligated to make a satisfactory adjustment on the purchase price to the buyer or, at the buyer's option, refund the purchase price upon the return of the animal to the farm of the seller. Any claim for adjustment or refund under this paragraph must be made in writing to the seller on or before the second anniversary of the date of the sale.

10. If the resulting calf of a pregnancy is not of the sex represented at the time of the sale, the seller is obligated to make a satisfactory adjustment on the purchase price to the buyer or, at the buyer's option, refund the purchase price upon the return of the animal to the farm of the seller. Any claim for adjustment or refund under this paragraph must be made in writing to the seller on or before the first anniversary date of the sale.

11. Unless stated otherwise, all transportation expenses incurred will be the responsibility of the buyer, except that the seller will be responsible for transportation costs in excess of the distance between the buyer's farm and the location where the sale took place.

**Disclosure or Retention of Genetic Materials**

1. If seller retains any genetic materials of an animal being sold that can be used for cloning, the seller must disclose such fact to any potential buyers prior to the sale.

**GENETIC CONDITIONS: REQUIRED DISCLOSURES RELATING TO CERTAIN TEST RESULTS OR POTENTIAL CARRIER STATUS OF AN ANIMAL.**

1. In advance of any sales of an animal, the seller shall have the affirmative duty to notify any potential buyer of (1) any test results in which an animal for sale has tested positive (under a test and at a laboratory approved by the American Angus Association) as a carrier of any genetic conditions recognized by the American Angus Association, and (2) whether the animal has a potential carrier designation on its pedigree for any genetic condition that is recognized by the American Angus Association.

**Optional Guarantee: Genetic Conditions**

1. The buyer and seller may determine the scope and duration of a guarantee, if any, on an individual basis. The seller may, but is not required, to provide a guarantee to the buyer relating to genetic conditions.

2. Nothing contained herein should be construed to relieve the parties from complying fully with all the rules and policies of the Association relating to genetic conditions generally or individually.

**MISCELLANEOUS**

1. The above terms and conditions of sale constitute a contract between the buyer and the seller of each animal and are equally binding upon both parties. Each sale or resale of an animal constitutes a separate transaction.

2. Neither the American Angus Association nor any director, officer, employee, or representative of the Association or any of its related entities assumes any liability, legal or otherwise, in connection with any sale or transaction conducted under the terms of the Suggested Sales Terms and Conditions. Nor shall the American Angus Association, its directors, officers, employees, or representatives assume any liability or be responsible in any way for enforcing the terms and conditions of any agreement between buyer and seller.

3. Neither the sponsor or sponsors, the sale manager, nor any other person connected with the management of the sale, assumes any liability, legal or otherwise.

4. These sale terms and conditions and all rights, obligations and duties arising hereunder and all disputes arising hereunder will be construed in accordance with, and governed by, the laws of the state in which the sale of the animal or animals occurs, without giving effect to such state's choice of law rules.

UNLESS OTHERWISE EXPRESSLY STATED IN THESE SALE TERMS AND CONDITIONS OR ANY OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES RELATING TO THE SALE OF ANGUS CATTLE UNDER THESE SALE TERMS AND CONDITIONS, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO THE PARTIES. THE REMEDIES PROVIDED IN THESE SALE TERMS AND CONDITIONS ARE THE EXCLUSIVE REMEDIES OF THE BUYER, OR ANY PARTY CLAIMING THROUGH THE BUYER, AND UNDER NO CIRCUMSTANCES WILL THE SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

## American Angus Association® Mission Statement

***"To provide programs, services, technology and leadership to enhance the genetics of the Angus breed, to broaden its influence within the beef industry, and to expand the market for superior-tasting, high-quality Angus beef worldwide."***

ANGUS
THE BUSINESS BREED

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