

# Canadian Gelbvieh Association



## Sale Code of Ethics

# **CANADIAN GELBVIEH ASSOCIATION**

## **SALE CODE OF ETHICS**

### **FORWARD**

This Code is designed to give equitable treatment to both buyer and seller alike to create and justify buyer confidence in Gelbvieh sales, whether private or public. This Code, including a glossary of terms commonly used, is set out as a Code to all members of the Canadian Gelbvieh Association with a view to bringing a degree of certainty to the obligations of buyer and seller of Gelbvieh cattle. Based on the premise that the buyer is entitled to get value received, it does not contain anything that the responsible breeder does not adhere to in his everyday private treaty and auction sales practices.

The logo of the association, when displayed in advertisement, catalogues, letterheads, or when compliance with Code of Ethics is announced from the auction ring is intended to alert the buyer that the seller will comply with the CGA Code of Ethics and that the sale, whether private or auction, is a “CGA Certified Sale.” The use of the logo for any sale that is not in compliance with the Code is strictly forbidden.

This Code shall be binding upon both the buyer and seller of Gelbvieh cattle sold in a Canadian Gelbvieh Association Certified Sale, whether public auction or tender, and whether the successful bid is communicated in person, by facsimile, email, on-line bidding, telephone, sealed or open bid.

Where the vendor expressly states that a sale will be conducted under the terms and conditions of the Code of Ethics that the same will govern the terms of the sale.

#### **A. Glossary**

1. CGA (and Association) means Canadian Gelbvieh Association.

2. CGA Certified Sale: means a sale conducted under the auspices or with the consent of the CGA.
3. Open: This is a virgin heifer that has never been exposed to a bull either through natural service or artificial insemination or in the case of a cow, she has not been exposed to a bull either through natural service or artificial insemination since the birth of her last calf.
4. Bred: A female which is known to have been serviced by a bull either by natural breeding or artificial insemination, but is not a guarantee that this female is safe in calf to such service.
5. Pasture Exposed: A female which has been running unrestricted in the pasture with a particular bull and has been exposed for the time stated, but does not necessarily mean that this female is safe in calf to that or any other bull.
6. Safe in Calf: A female which has been declared pregnant by a competent, licensed veterinarian or is declared by the seller to be carrying a calf at the time of the sale. This does not guarantee a live calf at birth.
7. Fertility Tested: A bull whose semen has been tested by a recognized breeding centre or a licensed veterinarian and his live sperm count and motility qualified the bull to be a satisfactory breeder. A fertility test by itself does not fulfil the breeding guarantee of a bull.
8. Breeder: The owner or lessee of the dam at the time the dam was serviced either naturally or artificially.
9. Owner: The individual, partnership, or corporation in whose name an animal is registered.
10. Registered: A Fullblood, Purebred, Percentage, Balancer® or Hybrid Gelbvieh which has qualified and has been duly entered in the Canadian Gelbvieh Association Herd Book and a certificate of registration has been issued.
11. Transfer of Ownership: A formal transfer of ownership is accomplished by the previous registered owner completing a prescribed form which is processed by the Association. According to the Animal Pedigree Act (Chapter 13, Section 64(j), no person shall sell a purebred animal without providing to the buyer, within six (6) months after the sale, the animal's duly transferred certificate of registration). The seller is responsible for the payment of the transfer fees. If a female is bred, the certificate of service must be completed or breeding receipt attached to the transfer form.
12. Tattoo: The permanent ear identification comprised of the herd letters, a serial number and year letter. The herd letters are those registered in the name of the owner of the animal at the time of birth.
13. Gelbvieh Cattle: An animal, whether male or female, as defined by the CGA bylaws.

**B. Breeding Guarantees**

1. All guarantees are between the buyer and the seller.
2. The CGA shall not be liable for any guarantees or representations given or made by a seller of Gelbvieh cattle.
3. **Bulls:** All bulls offered and sold, except calves at side, are guaranteed breeders irrespective of age. All bulls after reaching the age of 15 months must be capable of settling normal healthy breeding age females which he has been running with for a 90 day period.

No Guarantee regarding the freezing ability of a bull's semen is made or implied in the sale of a bull unless covered specifically in a written contract.

In the case of a complaint regarding a bull's breeding guarantee the buyer wishing to enforce the provisions of the Code shall report the same in writing to the seller enclosing a report prepared by a licensed veterinarian within 6 months of purchase or the time the bull reaches the age of 15 months whichever occurs later. The bull shall be returned to the seller at the buyer's expense. The seller may replace the bull with a bull of equal quality or refund the purchaser's price of the bull or he may attempt to prove the bull a breeder under the terms of this clause within 6 months. If the bull is proven to be a breeder within the 6 months provided he shall be returned by the seller to the buyer at the buyer's expense. If he is not proven to be a breeder then replacement or at the option of the seller a refund is mandatory.

4. **Females** – All females except calves at side are guaranteed to be breeders. If at the end of 6 months, after proper exposure, the buyer is unable to get a female settled, after first notifying the seller in writing, if he wishes to enforce the provisions of the Code shall return the animal at the buyer's expense to the seller. The seller, at his option, may replace the female with one of equal quality, refund the purchase price or he may elect to prove her a breeder. He has 6 months to do so. If he fails to get her settled, replacement or refund becomes mandatory. The exception to this rule is young open heifers under 18 months of age. The guarantee extends until they are 21 months of age. If not settled by that time, the procedure is the same as with open cows. The breeding time in both instances may be extended by mutual agreement, but the purchaser must notify the seller within 30 days after the expiration of the 6 month breeding time for cows and 21 months age limit on young heifers.

N.B. The breeding guarantee on virgin heifers and/or cows is null and void if the animal is entered into a transplant program and subjected to multiple ovum stimulation or otherwise treated under direction from the buyer with follicular stimulating hormones or other hormones influencing ovarian function.

5. If a female is sold as being "safe in calf" at the time she is sold, this is an asset that is reflected in the sale price. If it proves to be in error, seller owes buyer an adjustment. Sire must be as represented, if not, replacement or at the option of the seller a refund is mandatory.

6. If a female is sold as open at the time she is sold and the female is proven either by palpation or the birth of a calf to have been bred prior to the sale date, seller owes buyer an adjustment. In such a case the buyer wishing to enforce the provisions of the Code shall notify the seller when he becomes aware of the pregnancy.
7. **Suckling Calves** – Each suckling calf sold with its mother is assumed to be included free of charge to the purchasers and no guarantee of any kind applies to these calves. Calves less than 6 months old at side also serve as evidence that the mother cow is a breeder without further guarantee. In the event of a calf at side which is older than 6 months the cow must be guaranteed to breed.
8. If any question is raised as to the parentage of an animal it will be settled by CGA sanctioned genetic testing. Samples will be taken of the animal in question and of its sire and dam. A verification of parentage test will be made by the CGA approved laboratory. These tests shall be carried out and paid for by the buyer. If the animal is found to be not as indicated or as represented the seller shall reimburse the buyer for the tests and an adjustment or replacement of an animal satisfactory to the buyer or a refund of the purchase price becomes mandatory.
9. In the event of an injury to or sickness of an animal or serious nutritional deficiency which is proved to have had a detrimental effect on the animal's breeding ability after the date of purchase the breeding guarantee on that animal shall be rendered null and void. A claim made under this provision shall be supported with a report by a licensed veterinarian specifying a date within 2 months of the animal being returned to the seller when his examination(s) were carried out, the tests, if any, used and unconditionally attributing the animal's breeding problem(s) to such circumstances.
10. Under no circumstances will a seller be liable for more than the purchase price of the animal sold.

**C. Standard Practices for a CGA Certified Auction Sale**

1. Animals in the ring must be sold if a legitimate bid is offered.
2. Any animal listed in the catalogue should not be sold prior to the sale. Consignment and bidding beyond some previous agreed purchase price for publicity purposes shall not be allowed.
3. Announcement to such effect shall be made before the sale starts with respect to any animal that has been withdrawn for any reason.
4. A private agreement, including privileges with respect to other animals, not in the sale, to justify a bid price other unethical practices will not be permitted.
5. Credit or time payment sales should be arranged prior to the sale with the owner or sales manager, provided the sales manager has authority from the owner.

6. All animals entered in the sale must be sold as listed in the catalogue or announced from the ring before bidding starts. Splitting pairs or groups after bidding starts (cow and calf for example) is prohibited except at the request of the buyer at ringside and with agreement of the seller.
7. Sales managers or owners conducting their own private sale are responsible for any statements made in the ring by the auctioneer that are not authorized or are contrary to information given in the catalogue. It is recommended that all sales be taped or recorded for future reference.
8. Substitute or extra animals changed or added to a sale, their pedigrees and any other information shall be made available to prospective purchasers prior to the start of the sale.
9. Barren cows (or cows that have not had a calf in the past 24 months) or free martins must not be entered in any sale. Open heifers older than 24 months of age and heifers bred under 12 months of age should not be entered in any sale.
10. All animals sold must be transferred to their new owner. An application for transfer, Canadian Certificate of Registration and a cheque or money order to cover the appropriate fees must be forwarded by the seller or his or her appointed agent to the Canadian Gelbvieh Association for processing. In the case of a calf at side which is less than weaning age, the application for transfer must be accompanied by a completed and signed application for registration so that when the calf is eligible for registration the purchaser may forward the necessary performance data to the CGA so that a transferred certificate or registration may be issued. Right of Property shall not pass until after full settlement is received.
11. It shall be the obligation of the owner and sales manager to verify that all animals are permanently identified by tattoo in accordance with CGA rules and regulations.
12. All bidding disputes will be settled by the auctioneer in as equitable a manner as possible and his or her decision is final. Announcements from the ring will take precedent over any printed matter in the catalogue.
13. Unethical tampering with any animal with any devices, dyes or drugs which affect the physical appearance, presentation or disposition of the animal is prohibited.
14. Breeding Guarantees: Those contained in Section B of this Code must be used as a minimum standard.

***D. Buyer's Responsibility***

1. The buyers themselves have some responsibility to assure the proper conduct of a sale whether by private treaty or at public auction. They should become familiar with this Code of Ethics and the Glossary of Terms. It is the buyer's responsibility to ensure himself that the member he chooses to buy cattle from adheres to this Code of Ethics in his sales both by private treaty and at public auction. Buyers should listen carefully to all

