

NATIONAL OXFORD SHOW & SALE TERMS AND CONDITIONS

By making entry as a consignor in the 2024 National Oxford Show and Sale, you are agreeing to the following terms and conditions, in addition to any and all statements on the entry form.

Sale Guarantee

Except for those stated otherwise herein or in the following guarantee, there are no warranties, either expressed or implied, as to the merchantability or fitness for a particular purpose with the respect to the sheep being sold in this sale.

The warranties and the remedies provided therein shall be the sole and exclusive remedy of the buyer, or any party claiming through the buyer, for any breach, warranty or guarantee therein provided, and all other obligations or liabilities.

1. Every ram and ewe sold will be guaranteed as a breeder if properly handled. It shall be the responsibility of the buyer to return the non-breeder to the consignor in acceptable breeding condition. The consignor, after a fair trial, and the animal is found to be a non-breeder, shall have the privilege of replacing the ram or ewe with one of equal value to the satisfaction of the buyer, or refunding the purchase price. The guarantee shall not apply the first year to any sheep that are shown subsequent to the date of the sale. All ewe lambs are exempt from the breeding guarantee the first year.
2. Notification of non-breeder rams must be made to the consignor prior to November 1st following the sale; notification of non-breeder ewes must be made to the consignor prior to April 1st the following year.
3. Any lambs who drop their lamb's teeth prior to 12 months of age as determined by their registration paper, shall be replaced with a lamb of equal quality to the satisfaction of the buyer within a reasonable amount of time, or the consignor shall refund the purchase price of the lamb promptly with all fees and percentages levied against such a lamb retained by the sale. It shall be the responsibility of the buyer to notify the consignor, and then the sale manager, if such a problem occurs. Any consignor failing to comply by this rule shall automatically be barred from consigning any sheep to this sale in the following year.
4. In the event any ewe represented as being open lambs within 140 days from the date of the sale, consignor agrees to refund to the buyer the full purchase price, or buying credit, or replacement ewe, upon delivery of the ewe and lamb(s) back to the consignor.
5. Neither the sale managers nor the sponsoring organizations can or will assume any responsibility as to the authenticity of the pedigrees, bloodlines, or information provided in the sale catalog, on pen cards or otherwise, and the subsequent genetic performance of any sheep purchased. All such information must be accepted at face value. Any special guarantees or claims offered by individual consignors is strictly between the consignor and the buyer, and will not be enforced by the sale managers or the sponsoring organizations.

This guarantee shall constitute a contract between the buyer and the consignor only, and no other parties shall assume any liability, legal or otherwise, expressed or implied. The sale managers will attempt to assist in disputes if requested by either party.

Late Entries and Substitutions

Late entries will be accepted. Entries received by the deadline as listed on the entry form will be in the sale catalog. Entries received after the deadline, but before the catalog is printed, efforts will be made to include these in the catalog. All entries received after the printing of the catalog, including entries made at the sale will not appear in the catalog and will be considered late entries; however, there will be no additional entry fees, charges or penalties for late entries. A consignor who has entries in the catalog and later adds additional entries will not be assessed a late fee but will pay the regular per head entry fee. Entry substitutions will be accepted up until the time of the show/sale check-in provided the ram to ewe ratio (one ewe for every ram consigned and checked-in) is maintained; there will be no penalties or late fees for these substitutions.

Settlement Checks

Settlement checks will typically be mailed to consignors 30 days from the sale date for sheep that are paid for at the sale. Consignor payments will be held until buyer payments are received and checks have cleared the bank.

Collection from “bad buyers” of necessity must be a shared responsibility. No registration papers will be transferred to buyers until “good” payment is received. Settlement checks may be held for missing registration papers. No commission fee will be charged to sellers on sheep that are not yet paid for; thus, we don’t get paid until you get paid.

Futurity

Consignors must designate any futurity nominated ewe lambs or yearling ewes to the sale manager (AOSA Secretary) at the time of show/sale check-in. Futurity nominated ewes must have an “F” paint brand and will be listed on the sale order.

Registration Papers

All animals entered in the show/sale must have a valid registration paper. All registration papers are to be turned in at the time of the show/sale check-in. Registration work submitted at the show/sale will be considered “Rush Work” and the consignor will be charged appropriately. Registration papers will be transferred and forwarded to the buyers. Cost of transfers will be deducted from the consignor’s settlement check.

Health Papers, Scrapie and Eliza Testing

Each animal consigned must have a currently valid Certificate of Veterinary Inspection (CVI) issued within 30 days of the sale. A copy of the original CVI will be acceptable in the case of multiple consigned animals on the same CVI. Two copies of the CVI for each consigned animal (3 sheep = 6 copies) will be required and must be presented at the time of show/sale check-in. The following statement must be recorded on the CVI by the issuing veterinarian in addition to any other statements the veterinarian is required to include: ***“Sheep in this shipment are not known to be under any movement restrictions due to scrapie.”***

All Sheep Entering Illinois Must Have A Permit Number. Please have your vet call this phone number to get permit 217-782-4944.

A federal scrapie ID must be in each animal’s ear.

A negative brucellosis test on rams over 6 months of age will not be required. However, if a yearling ram or fall ram lamb would sell into one of the states requiring a negative brucellosis test (Eliza), it will be the responsibility of the consignor to arrange for and pay for a required Eliza test before the animal is shipped or transported to the buyer. Please check with your veterinarian to learn of states currently requiring a negative Eliza test and plan accordingly.

DNA Disclosure Requirements

Consignors are required to disclose DNA information regarding spider syndrome genotype at the time of show/sale check-in for all rams consigned to this sale. This information can be provided earlier with entries. Spider syndrome results must be negative (NN) for rams to be eligible to sell. A copy of the test results confirming this negative status must be presented to sale manager at the time of show/sale check-in for all rams. While not required, it is strongly recommended that consigned ewes also have a negative test result for spider syndrome presented to the sale manager at the time of show/sale check-in. Consignors may also provide DNA results for scrapie susceptibility (Codon 171), hairy lamb (ectodermal) and ovine dwarfism.

Neither the sale manager nor the sponsoring organization shall assume any liabilities, legal or otherwise expressed or implied, as it relates to the accuracy of DNA results printed on the sale order or in the sale catalog.

Floor Bid and No Sales

There will be a minimum bid or floor bid established by the Board of Directors of the American Oxford Sheep Association at the national show and sale and that minimum bid will be announced at the annual meeting of the association the evening prior to the sale. Any sheep failing to bring the minimum bid or floor bid will be passed through the sale ring with no additional percentages charged. However, if the consignor chooses to require a price higher than the established minimum bid or floor bid before they allow their consigned animal to be sold, it will be the consignor’s sole responsibility to assure that their higher price is secured. If the consigned animal is either

bought back by the consignor or by a person the consignor has arranged to “by-bid” the consignment, the consignor will be charged the full percentage or minimum commission fee based on the last bid. In no case will the consignor be permitted to declare an animal as “No Sale” or withdraw an animal if the established minimum bid or floor bid has been met.

SIFTING

At the sole discretion of the Board of Directors of the American Oxford Sheep Association or its designated representative(s), animals may be sifted to maintain high quality standards of the sale. Animals may be sifted for soundness or quality defects. All decisions are final. Sifted animals may not be sold privately on the sale grounds. Entry fees will not be returned on animals sifted from the sale or for animals that fail to get in the sale for various other reasons. All animals checked in for the show must show in the show and all animals shown but not sifted must pass through the sale ring.

Fitting

It is expected that all animals consigned for the National Oxford Show and Sale will be properly presented. Oxfords may be presented fully fitted, slick shorn or shorn to the hips. In all cases, belly wool should be removed. In all cases, wool may be left below the knees and hocks and on the head from the poll forward (topknots). All animals shall be free of any artificial coloring.

TRANSIT ANIMALS

State and/or federal veterinarians may inspect any sheep on site and their health papers (CVI). All transit/delivery sheep must have permanent ID, display proper scrapie tags and state of final destination on their paperwork (including CVI). Transit sheep will be charged pen/stall rental fees as assessed by the sale manager.

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.

Liability Release and Waiver

The American Oxford Sheep Association, Inc. and its officers, directors, employees, agents and representatives will use its best efforts to provide safety and security for animals at the sale site, but does not guarantee against theft, illness or loss of animals present, consigned and/or sold. Consignor ASSUMES ALL RISKS associated with Consignor's voluntary participation in this sale, all such risks being known and appreciated by Consignor. Knowing these facts and in consideration of the privilege of participating in the sale, Consignor, for himself or herself, his or her representatives, agents, heirs, successors, executors, administrators, assigns, or anyone else who might claim on Consignor's behalf, COVENANT NOT TO SUE AND WAIVE, RELEASE AND DISCHARGE the American Oxford Sheep Association, Inc. and its directors, officers, employees, agents, representatives, volunteers, heirs, successors or assigns (AOSA) from ANY AND ALL CLAIMS OR LIABILITY, whether foreseen or unforeseen, for death, sickness, personal injury or property damage arising out of, or in the course of Consignor's attendance of and participation in the sale. Consignor further agrees to SAVE AND PROTECT and HOLD HARMLESS AOSA from any damages incurred by way of claim, demand, or judgment and agree to reimburse and INDEMNIFY such parties for any loss, damage or cost incurred as a result of the activities waived and released herein.