

# Sale Code of Fair Practices

Buyers of purebred, registered boars and gilts buy them to be breeders. Many factors may affect an animal's breeding capabilities. Many of these are not visible at the time of purchase. Some problems may be the result of management before the sale. Some the result of handling and management by the buyer after the purchase. Some may be hereditary. Because of this, adjustments need to be a sharing of responsibilities.

## **All adjustments are a matter between buyer and seller.**

The National Association of Swine Records, American Berkshire Association, Certified Pedigreed Swine or individual registries/state breed associations assume no responsibilities for enforcement of these recommendations.

## **Standard Warranty**

All purebred, registered hogs over 5 months of age (not used for breeding under 7 months of age) sold as breeding animals for breeding purposes, are sold with a warranty that they are capable of and will breed. If, and when, any said animal does prove to be a non-breeder, the seller shall make an adjustment to the satisfaction of the buyer, provided the buyer informs the seller of the situation within 90 days after purchase. In all purebred transactions, the registration certificate is an integral part of the transaction and shall be delivered to the buyer, properly transferred on the association records, at the expense of the seller. (These are only suggestions considered as generally acceptable within the industry. Other adjustments may be made if satisfactory to both the buyer and seller.)

## **Boars failing to serve or settle sows**

1. Refund the difference between purchase price and market value as shown by sales receipt, if the boar is sold on the market.
2. Make a replacement of another boar satisfactory to the buyers.
3. Give the buyer credit (amount to be agreed on by both buyer and seller) on the purchase of another animal or animals.

## **Gilts sold as open**

- *If proven to be bred:*
  1. Refund of purchase price upon return to the seller.
  2. Refund difference, if any, between price paid for gilt and value of a commercial bred sow.
- *If proven to be a non-breeder:*
  1. Make a replacement of another gilt satisfactory to the buyer.
  2. Refund difference between purchase price and market value of gilt as shown by a sales receipt, if gilt is sold at market.
  3. Give buyer credit (amount to be agreed upon by both the buyer and seller) on the purchase of another gilt in the future.

## **Bred Sows**

- *Are expected to be bred to a designated boar on date of service. When proven otherwise:*
  1. Replace the sow with another sow satisfactory to the buyer.
  2. Refund the difference between the purchase price and market value of the sow as shown by a sales receipt, if the sow is sold at market.
  3. If the buyer desires to keep the sow, refund one-half the difference between purchase price and market value of the sow at the time of the purchase.