

B. Breeding Guarantees

1. All guarantees are between the buyer and seller.
2. The CCA shall not be liable for any guarantees given by a seller of Charolais cattle.
3. Bulls

Should any bull 15 months of age or over fail to prove a satisfactory breeder after being used on cows known to be breeders, the matter shall be reported in writing to the seller, enclosing a report prepared by a licensed veterinarian, within six (6) months following the date of purchase or date of first exposure, or six (6) months after the bull has reached 15 months of age. The seller will then have the right and privilege of six (6) months to prove the bull a satisfactory breeder. In no event shall the seller be responsible for more than the purchase price of the bull in question. 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.

4. Females

All females except calves at side are guaranteed to be breeders. If at the end of six (6) months, after proper exposure, the buyer is unable to get a female settled, he may return the animal at the buyer's expense to the seller provided he has first notified the seller in writing. The seller, at his option, may replace the female with one of equal quality, refund the purchase price or elect to prove her to be a breeder. Should he elect to prove her a breeder he has six (6) months to do so. If he fails to get her settled, replacement or refund becomes mandatory.

5. The exception to this rule is young open heifers under eighteen (18) months of age. The guarantee extends until they are twenty-one (21) months of age. If not settled by that time, 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 thirty (30) days after the expiration of the six (6) month breeding time for cows and twenty-one (21) months age limit on young heifers.

6. Suckling calves

All suckling calves are assumed to be given to the purchaser and no guarantee of any kind applies to these calves. Calves at side also serve as evidence that the mother cow is a breeder without further guarantee, provided, however, that the calf is less than six (6) months old. In the event of a calf at side which is older than 6 months the cow must be guaranteed to breed.

7. If a female is sold as being "safe in calf", it is regarded as an asset that is reflected in the sale price. If she proves not to be, the seller owes the buyer an adjustment. The sire must be as represented, if not, replacement or refund is mandatory.

8. If a female is sold as open, and the female is proven either by palpation or the birth of a calf to have been bred prior to the sale date, the seller owes the buyer an adjustment. In such a case the buyer should notify the seller when he becomes aware of the pregnancy.
9. If any question is raised as to the parentage of an animal, it will be settled by DNA genotyping. A verification-of-parentage test will be made by the CCA approved DNA laboratory. These tests will be paid for by the buyer. If the animal is found to be not as indicated on the pedigree the seller will reimburse the buyer for the tests and an adjustment or replacement of the animal satisfactory to the buyer, or a refund of the purchase price, become mandatory.
10. In the event of injury to, or sickness of an animal or serious nutritional deficiency which may have a detrimental effect on the animal's breeding ability after the date of purchase, the breeding guarantee on that animal may become null and void. A claim under this provision should be supported with a report by a licensed veterinarian.

11. Genetic defects

In the event a bull, sold by a member adhering to the Code of Ethics, is officially indicated by the CCA as a carrier of a genetic defect within two (2) years of the date of sale a refund of the purchase price of the bull by said member is mandatory.

12. Under no circumstances will a seller be liable for more than the purchase price of the animal.

C. Standard of Practice for a CCA Certified Auction Sale

1. Animals in the ring must be sold if one bid is offered. The seller shall be allowed to have one bid.
2. Consignment and bidding on any sale animal beyond some previously agreed purchase price for publicity purposes shall not be allowed.
3. In the case of animals scratched for any reason, an announcement to that effect should be made before the start of the sale.
4. Any private agreement, including other animals, not in the sale, to justify the bid price or other under-the-table practices will not be permitted.
5. Credit 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 as announced from the ring before bidding starts.
7. It is recommended that all sales be taped or recorded for future reference.

8. Substitute or extra animals changed or added to the sale, their pedigrees and any other pertinent information shall be made available to prospective purchasers at the start of the sale.
9. All animals sold and paid for must be transferred to their new owner and application for the transfer promptly mailed to the CCA office by the seller.
10. It shall be the obligation of the owner and sales manager to verify that all animals are permanently identified by holding brand or tattoo in accord with CCA rules and regulations.
11. The sales manager should announce the name of the successful bidder.
12. All bidding disputes will be settled by the auctioneer in as equitable a manner as possible. His decision is final. Announcement from the ring will take precedent over any printed matter in the catalogue.
13. Unethical tampering with any animals by use of any devices or drugs which affect the physical appearance, presentation or disposition of the animal is prohibited.
14. Breeding guarantees as contained in Section B of this code must be used as minimum standards.

D. Grievance Cases

1. The CCA shall not take any stand or become involved in any disputes between buyers and sellers unless the dispute specifically involves the pedigree, the registration and/or transfer, or the breeding guarantee of an animal.
2. In the event of a dispute involving the pedigree, registration or transfer of an animal the Executive Committee shall review the circumstances and recommend action to the Board of Directors. Between Board Meetings, and if time is of the essence, the decision of the Executive Committee shall suffice.
3. In the event of a dispute involving a breeding guarantee of an animal the CCA shall not become involved unless the seller of an animal adhered to the Code of Ethics at the time the animal was sold.
4. Procedures to be followed in grievance cases where the above stated policies allow CCA involvement are attached hereto.
5. After due consideration of the circumstances pertaining to a grievance case the Executive Committee may recommend to the Board of Directors that certain action is required on the part of the member in question. After these recommendations are considered by the Board, the Board may request certain actions be taken by said member. If the member in question fails to comply with the Board's instructions the member may be subject to suspension or expulsion. Any member who adheres to this Code of Ethics must agree to be bound by the decision of the Board in such an instance.

E. Buyer's Responsibility

The buyers themselves have some responsibility to assure the proper conduct of a sale whether private treaty or public auction. They should become familiar with the 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 private treaty and public auction. In accord with this Code announcements from the ring will take precedent over any printed matter. Buyers should listen carefully to all announcements made by the auctioneer, sales manager or owner governing the sale including specific announcements made on individual animals. If any animal is returned to the owner for any reason, the purchaser will be bound by the same health requirements that governed the seller. Returned animals must also be in reasonably good pasture condition. Determination as to any animal's eligibility to be shipped into his home area is the responsibility of the buyer. Knowledge of the foregoing by the buyer can avoid misunderstandings and enable him to become a more competent buyer.

The buyer should check the tattoo of the animals he purchased to ensure that the tattoo that appears on the ear corresponds with the printed information in the catalogue and on the registration certificate.

CCA will have reprints of the complete Code of Ethics available at a reasonable price. It is recommended that all sales have a supply of these available at ringside for buyer's use. Most sales have some special conditions such as accident, liability, transportation of animals, etc. These can be covered by announcements at ringside or with a minimum of catalogue space. The use of the certified sale emblem together with a simple statement that the sale complies with the "CCA Code of Ethics" can eliminate considerable catalogue space and cost.

Procedures to be followed where buyers have voiced complaints and grievances with the Canadian Charolais Association office.

It is suggested that the Secretary should, where it is practical, attempt to find a solution to the member's problem immediately. Where it is not practical to even attempt a solution or where it soon becomes apparent that there is no easy solution to the matter, then it is suggested the Secretary proceed in the following manner:

Put the matter on the agenda for the next Executive Committee Meeting.

Advise all parties involved of the time and place of the next Executive Committee Meeting. It is suggested this notice be given at least 14 days prior to the actual meeting.

All parties should be advised of the nature of the complaint and should, furthermore, be informed that they will be at liberty to present before the Executive Committee any material, either orally or in writing, they see fit.

It is suggested that the Executive Committee then sit to hear the matter after giving an opportunity to all parties either to attend its meeting or to file all material that is felt relevant to the situation. The Executive Committee then will make one of three dispositions of the matters before them:

The Executive Committee may advise parties concerned that it did not feel that there was a case for any disciplinary action to be taken by the Association.

The Executive Committee may adjourn its hearing in order that further information be obtained, or in order that a given member have an opportunity to rectify the situation prior to the next meeting.

The Executive Committee may recommend to the Board of Directors of the Canadian Charolais Association, the disciplinary action to be taken against the member involved.

In those cases, in which the Executive Committee recommends disciplinary action be taken against the member involved, notice will be given to the member at least 14 days prior to the Board of Directors Meeting. The Executive Committee will then make a full and complete report to the Board of Directors without any answered questions as to facts that took place. The Board of Directors will be prepared to listen to any rebuttal which may be given by the member as well as to the person who feels wronged by the member whose conduct is being examined. In all cases, care will be taken that a member be heard before the Board of Directors if he so desires, and that he be represented by Counsel. The Board of Directors after hearing the case will then take it upon itself to decide if disciplinary action need be taken against the member and to what extent.