

Canadian Braunvieh Code of Ethics

I FORWARD

The objectives of the Canadian Braunvieh code of Ethics are as follows:

1. To protect the integrity of the Association Herd Book pedigrees.
2. To create a fair and equitable environment for buyers and sellers of Braunvieh cattle.
3. To create confidence in market sales of Braunvieh cattle.

Private sales, production sales and consignment sales, shall be conducted in compliance with the Canadian Braunvieh Code of Ethics.

II BREEDER RESPONSIBILITIES

1. A breeder of Braunvieh cattle is duty bound to The Association administration, to The Association membership, and to the general public. A Braunvieh breeder shall,
 - a. be in possession of an up-to-date copy of The Association Constitution.
 - b. be familiar with The Association Constitution and all rules therein.
 - c. be familiar with that part which refers to "offences" in The Animal Pedigree Act for Canada. This is included in The Constitution.
 - d. report to The Association administration any infractions in respect to the by-laws of The Constitution and The Animal Pedigree Act.
 - e. report to The Association administration any advertising or promotion of registered cattle whose identity and genealogy is not consistent with The Association Herd Book record.
 - f. report to The Association administration any advertising, promotion, or sales of cattle, embryos, and semen as if the animals in

question are registered in The Association Herd Book, but in fact are not registered in said Herd Book.

- g. remember that The Association Herd Book is the fundamental basis for the existence of our purebred cattle. The Herd Book record must be protected and defended by each member at all times.

III DEFINITIONS

1. Open – A virgin heifer that has never been exposed to a bull either through natural service or artificial insemination. A cow that has not been exposed to a bull either through natural service or artificial insemination since the birth of her last calf.
2. Bred – A female is known to have been served by a bull either by natural breeding or artificial insemination. It is not guaranteed that the female is safe in calf to that service.
3. Pasture exposed – A female that has been running in the pasture with a bull and has been exposed for the time stated. This does not necessarily mean that this female is safe in calf.
4. Safe in Calf – A female that has been declared pregnant by a 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 or that the calf is not, or will not be mummified.
5. Fertility tested – A bull's semen has been tested by a licensed veterinarian or by a recognized breeding centre. The bull's life sperm count and motility qualifies the bull to be a satisfactory breeder. A fertility test by itself does not fulfill the breeding guarantee of a bull.
6. Breeder – The owner or lessee of the dam at the time the dam was served, and conception took place.

7. Owner – The individual, partnership, or corporation in whose name an animal is registered.
8. Registered – An animal which has complied with the rules of eligibility and has been duly entered in The Association Herd Book, and a certificate of registration has been issued.
9. Transfer of Ownership – This is accomplished by completion on prescribed form, signed by the last registered owner and duly processed by Canadian Livestock Records Corporation. The seller is responsible for the payment of the transfer fees. If a female is bred, a certificate of service must be completed or breeding receipt attached to the transfer form.
10. Tattoo – The permanent ear identification comprised of the herd letters, a serial number and a year letter. The herd letters are those registered in the name of the owner of the animal at the time of birth, or the owner at time of importation.
11. Pedigree – Genealogical information kept by The Association showing the ancestral line of descent of the animal.
12. The Association – Canadian Brown Swiss Association.

IV BREEDING GUARANTEES

1. All guarantees are between the buyer and seller.
2. The Association will not be liable for any guarantees given by a seller of Braunvieh 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 6 months following the date of purchase or date of first exposure, or 6 months after the bull has reached 15 months of age. The seller will then have the right and privilege of 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 6 months, after proper exposure, the buyer is unable to get a female settled, the female may be returned at the buyer's expense, provided the buyer has first notified the seller in writing. The seller may replace the female with one of equal quality, refund the purchase price or elect to prove her to be a breeder. Should the seller elect to prove her a breeder, a period of six months shall be taken for this process. If he fails to get her settled, replacement or refund becomes mandatory. The exception to this rule is young open heifer 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 6 month breeding time for cows and twenty-one (21) months of age limit on young heifers.
5. Suckling Calves: All suckling calves are assumed to be given to the purchasers 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 6 months old. In the event that a calf at side is older than 6 months, the cow must be guaranteed to breed.
6. If a female is sold as "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 refunded is mandatory.

7. 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.
8. Animal identification shall be confirmed by corroborating the ear tattoo with the tattoo designated on the certificate of registration.
9. If any question is raised as to the parentage of an animal it will be settled by blood typing and/or DNA typing. Blood samples of the animal in question and of its sire and dam will be taken by a licensed veterinarian. A verification-of-parentage test will be made by The Association approved serology laboratory. These tests shall 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, becomes 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 made under this provision should be supported with a report by a licensed veterinarian.
11. In the event a registered bull or a registered female is sold, and subsequently The Association officially declares the said bull or female as a carrier of a genetic defect, a refund of any purchase price for said bull or female is mandatory. This mandatory refund of purchase price shall apply within a two year period measured from date of sale.
12. In all circumstances, a seller shall be liable for no more than the purchase price of the animal.

V STANDARD OF PRACTICE FOR THE ASSOCIATION CERTIFIED BRAUNVIEH 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 shall 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. Sale catalogues shall state the animal identity and pedigree which must correspond with the respective certificate of registration.
7. All animals entered in the sale must be sold as listed in the sale catalogue or as announced from the ring before bidding starts.
8. It is recommended that all sales be recorded for future reference.
9. Substitute or extra animals changed or added to the sale, their identities and pedigree and any other pertinent information shall be made available to prospective purchasers at the start of the sale.
10. All animals sold and paid for must be transferred to their new owner promptly.
11. It shall be the obligation of the owner and sales manager to verify that all animals are permanently identified by ear tattoo in accordance with rules and regulations of The Association, and that the ear tattoo is consistent with the certificate of registration.

12. The Sales Manager shall announce the name of the successful bidder.
 13. All bidding disputes shall be settled by the auctioneer in an equitable manner. Auctioneer's decision shall be final. Announcements from the ring shall take precedence over any printed matter in the catalogue.
 14. Unethical tampering with any animals by use of any drugs which affect the physical appearance, presentation or disposition of the animal is prohibited.
 15. Breeding guarantees as contained in Section IV of this code must be used as minimum standards.
2. Buyers should become familiar with The Association code of Ethics.
 3. Buyers should ensure themselves that members selling cattle comply with the Code of Ethics.
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 5. 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.
 6. Buyers are bound by the same health requirements as the sellers.
 7. Buyers are responsible for "the return" of animals in good pasture condition.
 8. Determination as to any animal's eligibility to be shipped into his home area is the responsibility of the buyer.
 9. The buyer should check the tattoo of the animals he purchased to ensure that the tattoo in the ear corresponds with the information in the sale catalogue and on the certificate of registration.

VI GRIEVANCE CASES

1. The Association will not take any stand or become involved in any disputes between buyers and sellers unless the dispute specifically involves the pedigree, registration, 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.
3. After due consideration of the circumstances pertaining to a dispute, 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 must agree to be bound by the decision of the Board in such an instance.

VII BUYER'S RESPONSIBILITY

1. Buyers have the same responsibility to see that the conduct of a sale is proper, whether it be private treaty or public auction.

VIII CODE OF ETHICS AVAILABLE

1. Members of The Association should be familiar with this Code of Ethics and make this code available to their buyers.
2. It is recommended that all sales have accessible this Code of Ethics. Copies of this Code are available from The Association at a reasonable price.