

NSR Code of Fair Practices

Buyers breeding animals (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 or individual registries assume no responsibilities for enforcement of these recommendations.

Standard Warranty

All breeding swine 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.)

Factors Affecting Semen Quality & Semen Output

It is important to note that there is variation in the age at which boars reach puberty and when they mature and reach their maximum semen output. The following factors may affect semen quality and semen output.

Age at puberty is influenced by:

- Individual boar
- Genotype
- Litter birth number
- Season of birth
- Nutrition

Sperm output and semen quality is influenced by:

- Age
- Genotype
- Nutrition/feed additives
- Stress (i.e. heat, illness, transport, vaccines, other injections, etc.) or any management practice resulting in a reduction in feed intake.
- Testes size

- Collection frequency
- Testicular trauma

Boars failing to serve or settle sows

- Refund the difference between purchase price and market value as shown by sales receipt, if the boar is sold on the market.
- Make a replacement of another boar satisfactory to the buyers.
- 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:

- Refund of purchase price upon return to the seller.
- Refund difference, if any, between price paid for gilt and value of a commercial bred sow.

If proven to be a non-breeder:

- Make a replacement of another gilt satisfactory to the buyer.
- Refund difference between purchase price and market value of gilt as shown by a sales receipt, if gilt is sold at market.
- 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:

- Replace the sow with another sow satisfactory to the buyer.
- 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.
- 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.

NSR Guidelines for boars sold for A.I. collection

These are only recommendations and the relationship between the buyer and the seller is the most important part of the whole process.

1. If a boar is determined to have a physical defect (including but not limited to an adhered or tied penis (patent frenulum), limp penis, infantile penis, and coiling of the penis in the diverticulum), which would hinder proper delivery of semen, a full refund would be due

the buyer. The boar must extend his penis without physical manipulation excluding the expression of the sheath fluid.

2. If semen quality of a boar is not up to the suggested performance standards listed below; the seller will be notified of the problem within 60 days of purchase and/or 60 days after the animal reaches 7 months of age, and the semen will be monitored up to 90 days following the date of notification. The seller may have 60 days out of the 90-day period to prove the animal reproductively sound.
3. Using a third party reproductive specialist as a consultant may be needed. This reproductive specialist would be agreed upon by the buyer and the seller. All costs involved with the use of the reproductive specialist would be divided equally between the buyer and the seller.
4. If the boar does not satisfactorily meet the suggested performance standards listed below in No. 1 (A or B) and No. 2; the seller would refund 100 percent of the purchase price less the dollar value of the semen that has been sold, or an agreed upon settlement with the buyer.
5. Following are exceptions:
 - Injury or disease occurring to the boar following the time of sale.
 - Gross negligence or willful misconduct by the purchaser.
 - Boars shown competitively after sale.
6. Any guarantees regarding freezability of semen will be made by separate agreement between buyer and seller.
7. If seller retains any genetic material of the boar being sold that can be used for artificial insemination or cloning, the seller must disclose such fact to buyers prior to sale.

Suggested Performance Standards

Since considerable variation may exist among semen evaluation protocols a third party consultant may be needed.

1. Produce 30-40 billion sperm cells (total) per week by 8 months of age when collected twice per week.
2. Produce 50-60 billion sperm cells (total) per week by 11 months of age when collected twice per week.
3. The ejaculate should contain at least 75% morphologically normal sperm cells and at least 70% motile cells.

Disclaimer of Warranties

Except as specifically stated in these provisions, the NSR, a partnership of the American Yorkshire Club, Hampshire Swine Registry, American Landrace Association and United Duroc Swine Registry make no warranties, either express or implied, regarding any animal consigned for sale. The aforementioned participating breed associations do not make, and hereby expressly disclaim, any warranty, whether express or implied for merchantability or of fitness for any purpose. The descriptions and other information contained in the sale catalog, to be distributed

the day of the sale, regarding individual animals has been supplied by the individual consignors, and the participating breed associations neither warrant, nor assume, any liability for the accuracy or completeness of such information.