



Holstein Association USA, Inc. Terms & Conditions Policy

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Holstein Association USA's website contains information and products to fulfill our mission of providing leadership, information and services to help members and dairy producers worldwide be successful. Our website is also an e-commerce site that sells products for dairy farmers and those in the dairy industry.

Privacy

Your use of the Site is subject to the Holstein Association USA, Inc.'s Member & Customer Privacy Notice. Please review our Privacy Notice, which also governs the Site and informs users of our data collection practices. ([Link to Privacy Notice here.](#))

Electronic Communications

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Children Under Thirteen

Users under 13, may use the Site only with permission of a parent or guardian.

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Members and customers of Holstein Association USA, Inc. purchasing products on the Site may request a refund within 30 days from invoice date. Requests will be reviewed within seven business days. Members and customers will be notified if their request is approved, and a Return Merchandise Authorization number (RMA) will be assigned. Holstein Association USA, Inc. reserves the right to refuse or cancel certain orders at our sole discretion. Members and customers will be instructed if the product must be returned before a credit will be issued. Some items cannot be refunded or returned (such as, but not limited to, ear tags, registrations, transfers, etc.) Any request for a refund after 30 days will not qualify for approval. Please contact us at Info@Holstein.com or at (800) 952-5200 with any questions.

Pricing Policy

Pricing for products that are ordered online will be shown on the website and also when the order is placed. Holstein Association USA, Inc. reserves the right to change product prices at any time. All pricing is final upon checkout.

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- Holstein COMPLETE[®]
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- Red BookTM
- Red Book Plus/MultiMateTM
- Sire Evaluation for Type (SET)SM
- U.S. Registered Holsteins for Maximum ProfitSM
- Dam of MeritSM
- Gold Medal DamSM, Gold Medal SireSM
- Locator ListTM
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- DairyVision Trend Analysis ProgramTM
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- Enlight[®] [a trademark of Holstein Association USA, Inc. and Zoetis LLC]

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*TPI is a service mark of Holstein Association USA, Inc.

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By use of this website, you agree to adhere to and abide by the By-Laws of the Holstein Association USA, Inc., now existing or as hereafter amended, and also all Rules and Policies promulgated by its Board of Directors, now existing or hereafter adopted. Please review the current Bylaws of Holstein Association USA, Inc. ([Link to By-Laws here](#))

Indemnification

You agree to indemnify, defend and hold harmless Holstein Association USA, Inc., its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Holstein Association USA, Inc. reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Holstein Association USA, Inc. in asserting any available defenses.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Holstein Association USA, Inc. agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

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all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Holstein Association USA, Inc. as a result of this agreement or use of the Site. The Holstein Association USA Inc.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Holstein Association USA, Inc.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Holstein Association USA, Inc. with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Holstein Association USA, Inc. with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Holstein Association USA, Inc. with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Holstein Association USA, Inc. reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Holstein Association USA, Inc. encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Holstein Association USA, Inc. welcomes your questions or comments regarding the Terms and Conditions Policy:

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Effective as of December 1, 2018