

# TERMS AND CONDITIONS

The following Terms and Conditions of Sale, as amended by any posted notices or oral announcements by the Sale Agent or the Online Auction prior to or during the auction, constitutes the entire agreement between the bidders and the auction.

The Seller by placing their horse on the Online Auction, guarantees they have the legal right to convey good title to the said Horses. The Online Auction, makes no representation or warranties whatsoever to any bidders or to any successful buyer, and shall have no obligations or liabilities to any bidder or buyer, and without limiting the generality of the foregoing, shall bear no liability to any party as a result of any breaches of representations, warranties or legal duties or responsibilities of Seller.

**WARRANTY OF TITLE AND POSSESSION:** Seller warrants to Online Auction that he/she/they has (have) proper documentation to register the Horse and that the Horse will be available to Buyer free of all liens or encumbrances. The Online Auction makes no other warranties or representations whatsoever which extend beyond the description on the face hereof and specifically does not warrant the fitness, merchantability, suitability or quality of the Horses.

**WARRANTY OF PEDIGREE:** Seller warrants to the Online Auction as well as the Buyer for both its own benefit and that of the purchaser of the Horse that the Sire and Dam of the Horse is true and correct as stated on the auction site: Buyer understands and agrees that the Online Auction is not responsible for registration or parentage testing thereof.

**INSPECTION:** Bidders are accorded the opportunity to inspect the lots and to otherwise satisfy themselves as to the nature and sufficiency of each lot prior to bidding, and the Online Auction urges Bidders to avail themselves accordingly. All Lots offered in the auction will be sold "AS IS, WHERE IS, ALL SALES FINAL." Questions regarding the horse(s) can be directed to the contact on each lot.

**BUYER'S PAYMENT:** Winning bidders will be notified that they have won via email at the close of the auction. Payment information will come via email within 24 hours of the auction. Buyer shall pay for the Horse within 3 (THREE) business days of the conclusion of the sale and shall pay the total purchase price. Payment options will be indicated in the notification email and may include: cash, check, cashier's check, credit card, wire transfer or other approved monetary instrument. A 3.5% fee will be added to all credit card payments. Horses will remain at their location until payment is received. Papers will not be transferred until payment has cleared the bank.

**ADDITIONAL EXPENSES:** a)It's understood that at the end of the online auction, the winning bidder takes all ownership of the Horse(s) and expenses that occur with the related Horse(s). All expenses are those of the new owner of the Horse(s) and/or unborn foal(s). Costs delivered upon request. b)It is also understood, at the end of the online auction, all risk of loss of the Horse(s), including without limitation loss due to injury, illness or death, shall be borne exclusively by the Buyer. Consequently, the

seller highly recommends that the Buyer will, at its expense cause to be carried, as of the Sale Date, full mortality insurance for the Horse(s). c) Buyer is responsible for arranging travel for horse(s).

**DELIVERY TO BUYER:** No horse shall be delivered to the buyer until the buyer has made payment in full. Registration papers will be released to the buyer from the seller once payments have cleared the bank. Buyer is responsible for making transportation arrangements after full payment is received.

**DEFAULT PURCHASE:** If any person shall purchase a lot and fail to pay for it in the manner described above, The Online Auction shall have, in addition to all other legal rights, the right to resell the lot, or at their option, bring an action for specific performance, in which event the defaulting Buyer agrees to pay all costs of each suit, together with all reasonable attorney's fees and costs. In the event of a resale, the defaulting Buyer agrees to pay all costs of resale, plus any deficiency between the original total purchase price and the total purchase price upon resale.

**LAW:** This agreement shall be interpreted and construed pursuant to the law in the state and county of the auction and, in the event of any dispute, jurisdiction and venue shall be in that state and county.

**RISK OF LOSS:** Risk of harm to a horse or loss of horse shall lie with the seller until the horse is sold, thereafter, such risk shall lie with the buyer.

**ADDITION OR WITHDRAWAL OF LOT:** The Online Auction reserves the right to withdraw from sale any of the items listed or to sell at this auction items not listed. The Online Auction is committed to conducting an ethical, transparent auction. Every effort has been made to provide information and support to make this auction of the highest integrity.

**DISPUTES:** In all disputed cases, the Auction Company will have the sole right to appoint an expert who shall decide the point at issue, and his/her decision shall be binding on both buyer and seller. The buyer or seller, whoever is decided to be in the wrong, shall pay the expert's fee. The party at fault will be responsible for transportation, stabling and incidental expenses until dispute is settled.

\*The Online Auction is only an organizer of the event. The main function of the Online Auction is to connect the Sellers with Buyers, fitting any and all legal liabilities in the greetings of the Terms and Conditions of purchases and sales of this auction are solely and entirely on Sellers and Buyers.