

CONDITIONS OF SALE

BIDDERS TAKE NOTICE. THIS SALE IS CONDUCTED IN ACCORDANCE WITH, AND ALL ACTS OF INTERESTED PARTIES AND/OR CLAIMS BY THEM SHALL BE GOVERNED BY, THE FOLLOWING CONDITIONS OF SALE:

- 1. APPLICABLE LAW:** All horses in this sale are offered according to the laws of the state wherein the sale is conducted. The right to bid, as provided under law, is reserved for all consideration unless otherwise announced.
- 2.** There is no warranty express or implied by the auctioneer, sponsors, owner, as to the performing soundness, merchantability or fitness for any particular purpose of any horse offered in this sale. All horses are sold "as is" with all existing conditions and defects except as set forth in conditions eight, nine, ten and eleven below. Buyers should examine horses prior to purchasing.
- 3. BIDDING PROCEDURE:** The person making the highest bid recognized by auctioneer shall be the buyer. The auctioneer shall immediately present the buyer with a document entitled Acknowledgment of Purchase for signature. Should such presentation not be made prior to commencement of bidding on the next lot offered, the buyer shall forthwith identify himself or herself to auctioneer as buyer and sign the Acknowledgment of Purchase. Such action shall not give such other person right or title to the horse; and immediately that such erroneous signing of Acknowledgment of Purchase becomes known to the auctioneer, he shall cause the Acknowledgment of Purchase to be presented to the recognized buyer for signature. If the highest bidder fails to immediately execute the Acknowledgment of Purchase or otherwise fails to comply with the Conditions of Sale, or in the event of a mistake by the auctioneer, the Legacy Ranch Horse Sale reserves the option to resell the animal and such resale shall terminate all obligations of the Legacy Ranch Horse Sale to honor any prior bid.
- 4. BIDDING DISPUTES:** Should any dispute arise between or among the two or more bidders, the auctioneer shall forthwith adjudicate the dispute, and his decision shall be absolute, final and binding on all parties. Bids received by personnel employed by the undersigned have the same stature as bids received by auctioneer. In case of dispute, the bidding shall be reopened for advance bids, and if there is no advance bid, the horse is sold to the person from whom the auctioneer recognized as the last bid. Advance bidding shall be restricted to the disputing parties, unless the bid is reduced below the level of the recognized bid a commencement of dispute, in which case bidding is reopened to all. The auctioneer reserves the right to reject any and all bids.
- 5. TITLE AND DELIVERY:** Title passes to buyer at the fall of the hammer. All risk of injury to the horses becomes buyer's risk at passing of title. Horse will be held for buyer by seller until buyer makes settlement as provided in the SIXTH CONDITION below. Buyer shall immediately present himself or herself to make settlement, if requested by auctioneer, but in any case shall so present himself or herself within thirty minutes of conclusion of the sales session in which the horse was purchased. Upon settlement by buyer, horse will be delivered pursuant to a "stable release" provided by undersigned to buyer or his or her representative. Buyer or his or her representative shall present "stable release" to designee of undersigned to remove horse from sales premises after taking possession, but in any case taking possession of the horse by buyer or his or her representative shall constitute delivery. Upon delivery, buyer shall cause horse to be removed promptly from sales premises, or there shall be stable charges as determined by undersigned. In addition, should purchaser fail to cause horse to be removed promptly, undersigned may cause horse to be removed from sales premises at the buyer's risk and expense.

6. TERMS FOR SETTLEMENT: Buyer shall make settlement with cashier of the undersigned. Payments to others do not constitute settlement. Buyer shall present himself or herself to make settlement as provided in FIFTH CONDITION above for the full purchase price, such settlement to be in form of US currency. The Acknowledgement of Purchase is not transferable without his approval of the Legacy Ranch Horse Sale and the copy of the Acknowledgement of Purchase retained by the buyer must be presented by the buyer at the time of settlement.

7. DEFAULTERS: SHOULD BUYER FAIL TO COMPLY IN ANY RESPECT WITH CONDITIONS FIVE AND SIX ABOVE, THE UNDERSIGNED MAY AT ITS ABSOLUTE DISCRETION, PURSUE ANY REMEDY AVAILABLE AGAINST THE DEFAULTING BUYER INCLUDING, BUT NOT LIMITED TO, TAKING POSSESSION OF THE HORSE, RESALE OF THE HORSE AT PUBLIC AUCTION OR BY PRIVATE TREATY FOR ACCOUNT OF DEFAULTER. In any such case, defaulter shall be maintenance and resale, including, but not limited to, service charges, attorney's fees, cost of litigation and damage available to undersigned by law.

8. WARRANTIES AS TO DESCRIPTION: UNLESS OTHERWISE ANNOUNCED, THERE IS NO REPRESENTATION OR WARRANTY AS TO THE BREEDING QUALITIES OF ANY HORSE DESCRIBED AT TIME OF SALE.

9. WARRANTIES AS TO SOUNDNESS: UNLESS EXPRESSLY ANNOUNCED FROM THE AUCTION STAND, OR BY OFFICIAL PUBLICATION OF UNDERSIGNED, OR A HEREINAFTER PROVIDED, THERE IS NOT WARRANTY OF GUARANTEE OF ANY KIND AS TO THE SOUNDNESS OF CONDITION OR OTHER QUALITY OF ANY HORSE SOLD IN THIS SALE.

10. LIMITED WARRANTIES: Horses which are unsound in eyes or mouth, or "cribbers," "wind suckers," or "cryptorchids" must be so announced. Veterinary services are available to bidders in the stables; each bidder is encouraged to conduct such inspection and examination of each animal prior to bidding. Except as otherwise announced by the auctioneer at the time of sale, the seller of each animal represents and warrants to the buyer title to the animal free from all adverse claims to ownership, use or possession. Except for the forgoing limited warranty, each animal is sold by the seller WITHOUT WARRANTY AND WITH ALL FAULTS. In the event that any animal is not represented in the sale catalog or on the breach of the foregoing limited warranty (as the sale catalog or limited warranty might be modified by announcement at the time of sale), the buyer shall file with Legacy Ranch Horse Sale a written notice of rejection of the animal with such supporting certificates as Legacy Ranch Horse Sale might require within twenty-four (24) hours after the close of the sale session in which the animal was purchased. If the buyer rightfully rejects the animal in the manner and within the time provided, the animal will be returned by the buyer to the seller and the seller will refund to the buyer the full purchase price of the animal together with all expenses incurred by the buyer in connection with the animal from the time of sale until return to the seller.

11. CATALOG AND ANNOUNCEMENTS: THE ACCURACY OF ALL INFORMATION OF THE CATALOG PAGES IS THE SOLE RESPONSIBILITY OF THE SELLER. Seller shall have the affirmative duty to examine the catalog pages prior to sale and report any inaccuracies to the Legacy Ranch Horse Sale so that they may make an appropriate announcement at time of sale. While certain information may have been procured by undersigned from third parties on behalf of the seller, it is nonetheless solely the responsibility of seller to verify the accuracy of such information and to notify the undersigned of any corrections one (1) hour prior to the beginning of the sale. STAKES ENGAGEMENTS, PRODUCE RECORDS AND ALL OTHER INFORMATION SO LISTED ARE REPRESENTED BY THE SELLER TO WHOM ONLY THE PURCHASER SHALL LOOK FOR REDRESS INCASE OR ERRORS OR OMISSIONS. ALL ANNOUNCEMENTS SHALL TAKE PRECEDENCE OVER THE SALE CATALOG.

12. ARBITRATION: 1) Any controversy arising out of a claim arising under WARRANTIES shall be settled by arbitration between the buyer and the seller pursuant to the following procedure:

Upon the auctioneer's determination that a claim under such CONDITIONS OF SALE has been timely and properly presented by the buyer pursuant to these CONDITIONS OF SALE, and upon notice from the auctioneer, the buyer and the seller shall each select a licensed veterinarian acceptable to the auctioneer. If such veterinarians fail to agree promptly as to the validity of the claim, they or the buyer and the seller involved in the controversy, shall agree upon a third license veterinarian. If such two veterinarians, or the buyer and the seller, are unable to agree promptly upon the third veterinarian, the auctioneer shall appoint the third veterinarian. The third veterinarian's fee, expenses and costs shall be paid by the party whose property the horse is determined to be. The panel of three veterinarians shall conduct any tests, investigation or examinations, which they deem necessary, and may, in their discretion, conduct a hearing by notifying the auctioneer to arrange for the hearing, and shall, by majority vote, determine the validity of the claim. The auctioneer shall determine the amount of reimbursement due to a buyer whose claim is found to be valid and may, in its sole discretion, conduct a hearing to aid in making such a determination, and such determination shall be incorporated in the award. 2) Arbitration above shall take place in a location designed by the Sale Manager. Judgment upon any award rendered by the arbitrator (s) may be entered by any party and court having jurisdiction thereof. The auctioneer will be entitled to reimbursement from the party whose property the horse is determined to be for attorney's fees and other costs incurred and any related court proceedings.

13. COLLATERAL AGREEMENTS: The auctioneer shall not be bound by any oral or written agreement or alleged agreement varying from these CONDITIONS OF SALE between the buyer and the seller unless agreed to by the auctioneer and any controversy or claim between the buyer and the seller arising under any such agreement shall be a matter for their resolution.

NOTICES

EXAMINE HORSES PRIOR TO PURCHASING: Veterinary assistance is available at bidder's expense on request to the sales company. Please contact the Sale Veterinarian through the Sales Office. **EXAMINE HORSES BEFORE BIDDING!**

ANNOUNCEMENTS: To avoid making costly errors, please pay attention to all announcements made from the Sales Office and the auction stand, especially concerning horses on which you intend to bid. **ANNOUNCEMENTS TAKE PRECEDENCE OVER PRINTED MATERIAL.**

ENGAGEMENTS: Unless announced otherwise, all eligibility payments due after date of sale are responsibility of the buyer, who should promptly notify the proper associations of the new ownership in order to receive direct billing.

ACKNOWLEDGMENT OF PURCHASE: After making the final bid on a horse, you will be asked to complete and sign the Purchase Agreement. Be sure to confirm the correct lot number and price before you sign. Please print your name and address clearly since this document is used for the American Quarter Horse Association and all other breed association transfers, invoicing and in publishing sale results.

COGGINS TEST: All horses in this sale have been tested for equine infectious anemia (Coggins Test). Test is performed within six months of sale.

SEATING: All seating will be on a first come-first serve basis. There will be no reserved seating.

THERE IS NO IMPLIED WARRANTY made by the seller as to the merchantability or fitness for particular purpose of any horse offered for sale in this auction. Prospective bidders are cautioned that warranties on horses purchased are only stated in Terms & Conditions. There is no guarantee as to soundness of prospects.

PAYMENT: ALL ACCOUNTS MUST BE PAID IMMEDIATELY FOLLOWING THE SALE. ALL PAYMENTS SHALL BE US CURRENCY AND ON US BANKS ONLY. Method of payment shall be Cash, Cashier's check, Personal check (with proper line of credit), Visa, MasterCard, and American Express. All registration papers will be withheld until payments clear the bank. All returned checks will be immediately turned over to the Robertson County District Attorney's office and charges will be filed!

TRANSFER OF OWNERSHIP: ALL REGISTRATION PAPERS WILL BE SENT TO AQHA/APHA FOR TRANSFER. NO EXCEPTIONS!

CARE OF HORSES AFTER SALE: Please be reminded that title passes at the fall of the hammer, at which time the purchaser assumes all risk and responsibility for the horse.

BUYERS MUST REGISTER WITH CASHIERS AND OBTAIN A BUYER NUMBER before sale time. YOU MUST HAVE A BUYERS NUMBER TO PURCHASE HORSES. A letter of credit from your bank and proper identification must be presented at the Sales Office in order for you to purchase horses.

AFTER HORSE LEAVES THE SALE RING, IT WILL BE RETURNED TO ITS ASSIGNED STALL. A STABLE RELEASE MUST PRESENTED to consignor or agent for owner for release of horse. TO OBTAIN A STABLE RELEASE, THE BUYER MUST SETTLE UP WITH THE SALE OFFICE AFTER PURCHASING A HORSE.

ALL HORSES MUST BE REMOVED FROM THE SALE PREMISES BY NOON OF THE DAY FOLLOWING THE SALE. Horses remaining after that time are left at the buyer's risk and are the buyer's responsibility. Any delays in shipment of horses must be approved by the Sales Office.