

The Blooded Horse Sales Company is authorized to decline any bid submitted by a person who the Blooded Horse Sales Company believes may be intoxicated or disorderly parties, or by those who have defaulted on former purchases, or by any persons who, in their judgment, are not reliable or responsible parties. And in case any purchaser fails to pay for and receive an animal struck down to him, the Blooded Horse Sales Company is authorized to accept the same amount from another person, or to accept the next highest bid, or they may if in their judgment it be in the best interest of all concerned, put the animal up for the second time. But in cases where the animal is not paid for fully in cash, the Consignor agrees to receive it back as unsold without attaching any liability to the Blooded Horse Sales Company, including without limitation non-payment due to the stoppage of payment of a check or draft or any action of that nature.

**CATALOG AND ANNOUNCEMENTS** – The Sale Company is not responsible for any statements made in this catalog or from the auction stand concerning horses listed herein for sale, or for any warranties expressed or implied on their behalf. Horses listed in this catalog are sold with their engagements, pregnancy status, condition and/or produce record as listed herein or announced from the auction stand at time of sale, such information being as represented by owner. **ANNOUNCEMENTS FROM THE AUCTION STAND TAKE PRECEDENCE OVER CATALOG.** In case of misstatement, error or omission, the purchaser shall have redress only against the owner. The Sale Company shall endeavor to have correctly stated all catalog information; however, the owner is ultimately responsible for the correction of any errors or omissions prior to the offering of the horse for sale in the ring.

**WARRANTIES, SOUNDNESS** – Unless otherwise expressly announced at time of sale, there is no guarantee of any kind as to the soundness or condition or other quality of any horse sold in this sale except that horses which are unsound in eyes or are “cribbers” must be so announced. In addition, any horse of racing age which is nerved, any mare which is spayed or any horse which is on the stewards, starters or veterinarians list must be so announced at sale time. Any animal sold in this sale which is described at time of sale as a colt and does not at such time have two testes descended to the scrotum, or is described at time of sale as a gelding and is at such time a colt or ridgeling shall be subject to return to the Consignor as provided for in the condition below, except that the warranty with respect to descended testes does not apply to any horse sold prior to July 1 of his yearling year.

**RIGHTS TO RETURN** – Any horse sold in this sale whose condition must be announced at sale time as provided in the condition above, and is not so announced, shall be subject to return to the Consignor with refund of purchase price provided that immediately on learning of such defect the buyer forthwith notifies the Blooded Horse Sales Company in writing with supporting veterinary certificates as to the defect attached, such notification to be received by the Blooded Horse Sales Company within seven (7) days of the date the animal in question was sold. In the case of yearlings only the time limitation for filing notice of rejection is 48 hours from the start of the session in which the animal in question was sold. In the event of a question or dispute arising under the terms of this Sale condition, the Blooded Horse Sales Company reserves the right to appoint an impartial veterinarian to examine the animal in question and his decision shall be binding on all parties concerned.

**BROODMARE** – Any purchaser of a broodmare sold in this sale may have her examined after the fall of the hammer, and prior to removal from the sales premises by a veterinarian acceptable to the Sale Company. Any broodmare so examined whose pregnancy status or breeding status is found not to be as represented at the time of sale may be returned at buyer’s discretion to Consignor as unsold. In any event, the buyer’s decision to accept or reject any such broodmare whose pregnancy status or breeding status is found not to be as represented, must be communicated to the Sale Company before the broodmare is removed from sales premises. If the broodmare is found to be as represented, the purchaser shall pay the examination fee; if not as represented, the Consignor shall pay the said fee.

**REGISTRATION CERTIFICATES** – The registration certificate for each animal sold must be furnished by the Consignor except in the case of unnamed youngsters. Blooded Horse Sales Company will withhold settlement for all sales until registration certificates and in the case of race horses, eligibility papers, have been delivered, unless the purchaser agrees in writing to accept the animal without its papers. In the case of unnamed weanlings or yearlings, the Consignor is required to furnish a mating certificate and a signed transfer.

The parties agree that Delaware, Ohio, shall be the jurisdiction and venue of all matters concerning the Sales Company. The terms and conditions of all sales transactions are governed by agreement and construed in accordance with the laws of the State of Ohio. Both Consignors and Bidders or Buyers hereby agree and consent that all disputes which may arise hereunder shall be litigated in the Courts of Delaware County, Ohio.

**ATTORNEY’S FEES AND COSTS** – Buyers hereby agree to fully reimburse Blooded Horse Sales Company for all attorney’s fees and costs incurred by it relative to any breach, default or non-performance of these terms and conditions on the part of the buyers.