



TERMS AND CONDITIONS

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

A. TITLE: WIRED Live Online Auction has the legal right to convey good title to the said Horses. Auctioneer/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 Auctioneer/Auction.

B. WARRANTY OF TITLE AND POSSESSION: Seller warrants to WIRED Live 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. WIRED Live 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.

C. WARRANTY OF PEDIGREE: Consigner warrants to WIRED Live 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 Auction/Auctioneer is not responsible for registration or parentage testing thereof.

D. 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 WIRED Live Online Auction urges Bidders to avail themselves accordingly. All Lots offered in the auction will be sold "AS IS."

E. BUYER'S PAYMENT: Buyer shall pay for the horse on the day of the sale and shall pay the sale price by cash, check, cashier's check, traveler's check, Visa, MasterCard or other approved monetary instrument. **A 3.5% fee will be added to all credit card payments.**

F. 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).

G. DELIVERY TO BUYER: No horse shall be delivered to the buyer until the buyer has made payment on the day of the sale. The safekeeping of registration certificates, payment of funds to seller and transfer of certificates to buyers shall be entrusted to the Auction Company.

H. DEFAULT PURCHASE: If any person shall purchase a lot and fail to pay for it in the manner described above, WIRED Live 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.

I. 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.

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

K. ADDITION OR WITHDRAWAL OF LOT: WIRED Live Online Auction reserves the right to withdraw from sale any of the items listed or to sell at this auction items not listed. WIRED Live 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.

L. 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.

*Auctioneer/Auction are only organizers of the event. The main function of the Auctioneer/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.