

# WESTERN BLOODSTOCK LTD.

## GENERAL PROCEDURES AND IMPORTANT AUCTION NOTICES FOR ALL PARTICIPANTS

### MUST REGISTER AT THE SALE OFFICE FOR A BUYER NUMBER

#### CONDITIONS OF SALE

ALL PROSPECTIVE PARTICIPANTS ARE URGED TO TAKE NOTICE OF AND THOROUGHLY READ THIS DOCUMENT AND THE CONDITIONS OF SALE FOR THE AUCTION PUBLISHED WITHIN THE SALE CATALOG.

#### IMPLIED WARRANTY

THERE ARE NO IMPLIED WARRANTIES MADE BY AUCTIONEER OR OWNER AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE OF ANY HORSE. AUCTIONEER MAKES NO WARRANTIES WHATSOEVER. ALL HORSES SELL AS IS WHERE IS WITH ALL EXISTING CONDITIONS AND DEFECTS.

#### NON-U.S. BIDDERS

Requirements for issuance of a Buyer Number from Auctioneer include presentation of the following documents for approval:

1. Valid U.S. driver's license and/or other form(s) of positive U.S. identification
2. Proposed method of payment
3. Properly executed Letter of Credit

Auctioneer reserves the right, in its sole discretion, to accept or reject the request for a Buyer Number.

#### EXAMINE HORSES

Personally inspect any horse of interest thoroughly PRIOR TO BIDDING OR BUYING. Disclosures of abdominal and/or joint surgeries and/or tail alterations are provided ONLY in the Sale Repository. Veterinary assistance is encouraged and is available at bidder's expense on request.

#### COGGINS & HEALTH

All horses in the sale have tested negative for equine infectious anemia. Coggins tests completed within six months of the sale are also provided.

#### PRODUCE / MULTIPLE EMBRYOS / FROZEN EMBRYOS

Neither Auctioneer nor the pedigree research company shall be responsible for providing produce information as to unregistered foals, pending registrations, frozen embryos and multiple embryos (foals of the same year) out of mares or dams in the sale; nor shall they be liable in any way for Buyer's or Seller's belated awareness of such information. AUCTIONEER DOES NOT GUARANTEE AQHA/APHA REGISTRATION OF ANY FOAL RESULTING FROM A FROZEN EMBRYO.

## **RECIPIENT MARES**

Recipient mare contracts will be transferred to Buyer. DEPOSIT REQUIRED.

## **HERDA RESULTS**

HERDA test results in this catalog were available at time of printing.

## **POST-SALE CARE**

Horses become the Buyer's responsibility at the fall of the hammer. Buyers are advised to contact Seller and confirm that proper care is provided after the sale.

## **BUYER'S ACKNOWLEDGEMENT OF PURCHASE AND SECURITY AGREEMENT**

After making a winning bid, remain seated to sign the Buyer's Acknowledgement Of Purchase and Security Agreement. Be sure to confirm the correct hip number and the price, and to read the Conditions of Sale in the sale catalog as well as the terms and conditions included with the Buyer's Acknowledgement of Purchase and Security Agreement, before you sign.

Please print your Buyer number, name and address clearly since this document is used for invoicing, transfer records and publishing sale results.

## **ACCOUNT SETTLEMENT**

All accounts must be paid within the specified time announced prior to the commencement of the auction. Make all payments directly to the sale cashier and not to Seller under any circumstance. A valid U.S. driver's license and/or other form(s) of positive U.S. identification for Buyer are required upon settlement.

## **STABLE RELEASES**

To remove a horse from the grounds, you must obtain a stable release from the sale office. Please confirm that the release represents the correct hip number. Be sure to give the release to the person ultimately responsible for removing your horse from the grounds.

## **TRANSFERS**

TRANSFER FEES ARE THE RESPONSIBILITY OF OWNER/SELLER. REGISTRATION CERTIFICATES AND COMPLETED TRANSFERS WILL BE MAILED DIRECTLY TO AQHA OR APHA. BUYER SHALL RECEIVE ORIGINAL REGISTRATION CERTIFICATE DIRECTLY FROM THE APPLICABLE REGISTRY AFTER THE TRANSFER PROCESS IS COMPLETE. NO REGISTRATION CERTIFICATES WILL BE RELEASED ON SALE DAY. THERE ARE NO EXCEPTIONS TO THIS RULE.

## **HALTERS**

A shipping halter and lead will be provided for each horse sold within the sale catalog.

## **CATALOG INFORMATION AND ANNOUNCEMENTS**

EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE CORRECTNESS OF THE INFORMATION PRINTED IN THE SALE

CATALOG. HOWEVER, AS EACH HORSE ENTERS THE SALE ARENA ALL PARTICIPANTS ARE CAUTIONED TO PAY CLOSE ATTENTION TO THE ANNOUNCEMENTS FROM THE AUCTION BLOCK REGARDING CHANGES IN OR ADDITIONS TO INFORMATION FOUND IN THE SALE CATALOG, AS SUCH ANNOUNCEMENTS TAKE PRECEDENCE OVER THE CATALOG PRINTED MATERIAL.

AUCTIONEER DISCLAIMS RESPONSIBILITY FOR THE CONSEQUENCES, IF ANY, OF ANY CATALOG ERRORS. HOWEVER, NOTIFICATION OF ERRORS WOULD BE APPRECIATED.

**USE CAUTION WHILE ON THE PREMISES**

All persons attending the auction do so at their own risk and are urged to use extreme caution.

**WARNING**

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

**ENGAGEMENTS**

Unless announced otherwise, all payments for eligibility in major aged events that become due after date of sale are the responsibility of Buyer, who should notify the proper association of new ownership.

**VETERINARIANS**

Any Buyer who fails to obtain a pre-purchase examination does so at Buyer's sole risk and is subject to indemnity obligations because all horses are sold "As Is".

## AUCTION NOTICE

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### WARNING

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In consideration of Slate River Ranch granting me permission to enter its ranch premises ("Ranch") in Parker County, Texas on October 6, 2023 for the sole purpose of attending a sale and auction of horses, I acknowledge and agree to the following:

I am entering the Ranch at my own risk. Neither Slate River Ranch, their affiliates, nor any of their respective managers, members, officers, agents, or employees is responsible for any injury I may sustain while I am on the Ranch or for any theft, loss, or damage to any vehicle or other personal property that I bring onto the Ranch. I am aware that horses, other livestock, and farm and ranch equipment and facilities can pose risks of potentially serious injuries, and I knowingly assume all risks of personal injury and property damage in connection with any activities I undertake on the Ranch. I understand that I am not allowed to bring any firearms onto the Ranch and that I may have access only to areas of the Ranch specifically designated for the sale. If I bring any minors onto the Ranch, I assume sole responsibility for their proper supervision, and I assume sole responsibility for any injury they may incur, regardless of the cause, and any property damage they may cause.

I waive and relinquish, covenant not to sue, and fully release and forever discharge Slate River Ranch, their affiliates, and each of their respective managers, members, officers, agents, and employees ("Released Parties") from any and all claims, causes of action, and liabilities, at common law or by statute, which may arise in connection with my activities on or around the Ranch, even if these claims, causes of action, or liabilities are caused in whole or in part by the negligence of any Released Party.

#### By Attendance:

All agree to save, HOLD HARMLESS and INDEMNIFY Auctioneer and its respective agents, employees, partners, directors, officers and/or any person or entity acting on their behalf, from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorney fees, arising or allegedly arising from (i) personal injury or death of any person (including but not limited to employees of Owner or Buyer) or any horse, including but not limited to any claims arising out of injuries or damages caused by the horse after the fall of the hammer, and (ii) property damage, including loss of use thereof, economic loss or otherwise, arising or growing directly or indirectly out of Owner's or Buyer's use of any of the facilities in connection with the sale, the conducting of the sale or anything occurring in connection with the sale.

The foregoing indemnity obligations shall apply whether or not the claim or liability in question results or is alleged to result in whole or in part from the sole, concurrent or comparative negligence or strict liability of auctioneer, its agents, employees, partners, directors, officers and/or any person or entity acting on its behalf, or any defect in the premises, equipment or tools owned, operated or controlled by auctioneer. Thus, it is understood and agreed that in no case shall auctioneer, its employees, agents, directors, partners or officers be responsible for any loss, death, damage or injury of any character to any person, animal or article arising from or occurring during the sale.

## WESTERN BLOODSTOCK LTD.

### Conditions Of Sale

FROM: Western Bloodstock, Ltd (the Auctioneer)

TO: All Sale Participants – Take Notice

#### NO. 1 GOVERNING LAW

Auctioneer holds no ownership interest in any of the horses offered for sale. Neither the Auctioneer, any representative thereof, nor Slate River Ranch or any representative thereof are responsible for any liability whatsoever, including, but not limited to, the loss, damage, injury, death or illness of any horse, person, or property before, during or after the sale. All horses consigned to the sale are offered in accordance with the laws of the State of Texas and all transactions between Buyer, Seller and the Auctioneer are governed by the laws of the State of Texas. Each horse offered in the sale is sold “As Is And With All Defects”. In the event of any legal dispute between the Buyer and the Seller, Auctioneer will occupy the position of agent for a disclosed principal and stakeholder and will be discharged from all obligations owing to the Seller or Buyer upon delivery of any property or funds held by Auctioneer to the court having jurisdiction of such dispute.

#### NO. 2 BIDDING PROCEDURE

The highest bidder shall become the Buyer. Any successful bidder shall sign a Buyer's Acknowledgement of Purchase and Security Agreement which shall be presented by an auction clerk immediately after the purchase has been made. Auctioneer reserves the right to reject any and all bids.

#### NO. 3 BIDDING DISPUTES

If a dispute should arise between or among two or more bidders, the Auctioneer shall settle the dispute, and his decision shall be absolute, final, and binding on all parties. In such a case, the Auctioneer has the right to reopen the bidding procedure and ask for advanced bids, solely between the bidders having claimed the last bid. If there is no advance bid, the horse shall be sold to the bidder from whom the Auctioneer recognized the final bid. If for any reason the bid should be reduced below the recognized bid at the beginning of such a dispute, the Auctioneer may reopen the bidding to all bidders with the highest bidder becoming the Buyer regardless of whether or not the final bid exceeds the bid which was originally disputed.

#### NO. 4 TITLE AND DELIVERY

Title passes to the Buyer automatically at the final fall of the Auctioneer's gavel. At such time, Buyer assumes all risk of loss and the responsibility, maintenance, care and expenses for the horse sold passes immediately from the Seller to the Buyer. This shall especially be the condition in the case of illness, injury, or death of any horse after it has been sold. Upon the passage of title, the Buyer agrees to indemnify and hold the Auctioneer, any representative thereof, Slate River Ranch, or any representative thereof harmless from all loss, cost and expense including but not limited to: (a) the illness, injury or death of purchased horse, or (b) loss or damage to property, and (c) injury or death of persons caused by the Buyer, his agents, employees or the purchased horse. Title and all risks are assumed by the Buyer whether or not delivery has been made. Delivery of a purchased horse shall be contingent upon the Buyer making a full settlement to the sale cashier as described in Condition No. 5. After a satisfactory settlement is made, delivery will be in the form of a release for the horse from the auction grounds. In addition to the release, the Buyer will receive the current coggins test and a copy of the registration certificate.

#### NO. 5 SETTLEMENT

Settlement for any purchase must be made in full and paid directly to the sale cashier within the specified time announced prior to the commencement of the auction. Payment to any other source is prohibited and is not recognized as settlement. Settlement for any purchase must be made for the full purchase price with U.S. Currency or with funds from a U.S. Bank in the form of a bank check, certified check or travelers check, all of which must have been approved by Auctioneer. The Buyer's Acknowledgement of Purchase and Security Agreement is not transferable without the approval of Auctioneer. The copy of the Buyer's Acknowledgement of Purchase and Security Agreement retained by Buyer must be presented by Buyer at the time of settlement. A valid U.S. driver's license and/or other form(s) of positive U.S.

identification for Buyer are required upon settlement. Any person signing a check in the State of Texas is liable for the full amount of the check. Any party issuing a check returned as “insufficient funds” or “payment stopped” or “account closed” or issuing a check that shall for any reason not clear drawee’s bank, is subject to being prosecuted to the full extent of the law and is further subject to all legal and equitable remedies, including interest, court costs and attorney fees. Appropriate legal services will be obtained in whatever jurisdiction necessary to secure performance of any payment given as settlement and all costs, including attorney’s fees, incurred by Auctioneer shall be the responsibility of the party issuing such payment.

#### NO. 6 DEFAULTERS

After signing the Buyer’s Acknowledgement of Purchase and Security Agreement, all Buyers shall be responsible for the full purchase price, as stated, for the horse. Buyers who fail in any respect whatsoever to make settlement as described in Condition No. 5, shall be declared in default. The Seller or Auctioneer may bring suit against the defaulter who shall be responsible for all costs, including attorney’s fees, incurred by Auctioneer in collection of amounts owing, or in enforcement or interpretation of the sale condition.

#### NO. 7 WARRANTIES

There is no warranty, express or implied by the Auctioneer, any representative thereof, or Slate River Ranch or any representative thereof as to the soundness, physical condition, health, disposition, 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. Any and all guarantees announced on the Seller’s behalf from the auction block are made solely between the Seller and the Buyer.

#### NO. 8. BROODMARES

No Guarantees are made by the Auctioneer, any representative thereof, or Slate River Ranch or any representative thereof regarding pregnancy status, eventual foaling, or fertility of any horse offered for sale. Final pregnancy status on broodmares will be announced at the time of sale on the Seller’s behalf and will take precedence over printed material in the catalog or in advertising. Any contractual agreements between owners of broodmares in the sale and owners of stallions to which these mares may have been bred are strictly between the Buyer and the Seller. Recipient mare contracts, at completion of sale, will be transferred to buyer. **DEPOSIT BY BUYER IS REQUIRED.**

#### NO. 9 CATALOG AND ANNOUNCEMENTS

Buyers are cautioned to pay close attention to announcements from the auction block regarding changes in the sale catalog, as such announcements take precedence over printed material. The accuracy of all information in the catalog is the sole responsibility of the Seller, as is the certainty that all announcements regarding catalog changes or warranties are made while the horse is in the auction arena. While certain information may have been procured by the Auctioneer from third parties on behalf of the Seller, it is nonetheless solely the responsibility of the Seller to verify the accuracy of such information and to make certain such changes are made public while the horse is in the auction arena. The Auctioneer or any representative thereof, does not assume any responsibility or liability for errors or omissions, or for any verbal or written statement regarding the horse sold.

#### NO. 10 REGISTRATION CERTIFICATES

A. All original registration certificates, transfer reports, and/or applicable breeders certificate guarantees, and/or registration applications, will be held by the Auctioneer until the Buyer’s payment clears the drawee’s bank and becomes unconditional credit. Upon payment clearance, all applicable paperwork will be forwarded directly to the proper breed association from the Auctioneer. The Seller shall be responsible for payment of all applicable transfer fees.

B. Pending registration applications being processed by the appropriate registration agency at the time of sale will be returned from the agency to the Seller who shall in turn deliver to the Auctioneer. The Auctioneer will then forward the registration certificate and transfer report to the proper breed association.

**NO. 11 HEALTH**

All horses in this sale have been required to have been tested negative for equine infectious anemia (coggins test). Additionally, all horses selling have been requested to have a health certificate issued to the auction grounds.

**NO. 12 OTHER**

A. Hip numbers should not be removed by the Seller or the Buyer while the horse is on the grounds.

B. All persons attending this sale do so at their own risk, and are urged to use caution while on the sale grounds.

C. Any item not covered in these Conditions of Sale shall be regulated according to the established customs and practices of professional auction management companies.

**NO. 13 AUCTIONEER DISCLAIMER**

The Auctioneer or any representative thereof, does not act as agent for or represent the Buyer or Seller, but only provides a medium for bringing together the Buyer and Seller for the purpose of a sales transaction. There is no implied or express warranty made by the Auctioneer or any representative thereof as to the marketability or suitability of any horse for a particular purpose.

**NO. 14**

If a dispute should arise between Seller and Auctioneer or Buyer and Auctioneer, all claims, disputes, controversies, differences or other matters in question arising out of the Auctioneer's relationship to any party in the matters stated in these Conditions of Sale (the claims) and all other matters in which Auctioneer has provided any type of services at any time, whether or not those matters are encompassed within this document (including, but not limited to compensation for fees, expenses and/or commissions) shall be settled finally, completely and conclusively by binding arbitration in Weatherford, Parker County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), by one or more arbitrators chosen in accordance with the Rules. Arbitration shall be initiated by written demand of the party seeking arbitration. A decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and judgment may be entered thereon in the District Court of Parker County, Texas, to enforce such decision and the benefits thereof. Any arbitration held in accordance with this paragraph shall be private and confidential and no person shall be entitled to attend the hearings except the arbitrator(s), the stenographer, (if one is requested), the parties and the attorneys for the parties and/or representatives designated by the parties. The matters submitted for arbitration, the hearings and proceedings there under and the arbitration award shall be kept and maintained in strictest confidence by the parties and shall not be discussed, disclosed or communicated to any person. On request of any party, the record of the proceeding shall be sealed and may not be disclosed except insofar, and only insofar, as may be necessary to enforce the award of the arbitrators and any judgment enforcing such award. The prevailing party shall be entitled to recover reasonable and necessary attorneys' fees and the costs of arbitration from the non-prevailing party.

All Sellers, Buyers, bidders and attendees voluntarily and intentionally waive any right that they may have to a trial by jury in respect to any litigation arising from or connected with this auction.