

**COMPLETE YOUR ENTRIES ONLINE NOW!** Use the Magic Millions Online Entry facility at **magicmillions.com.au** 

# **MAGIC MILLIONS 2024 NATIONAL WEANLING SALE**

Sire:			Colour:			Sex:	
Dam:			Foaling Date:				/ 2023
Dam Sire:			]	NS		OS	
Microchip Nº:			Brands:	Brand	Index Number		
Session:	Book 1 Book 2			Is this We	eanling a foal share?	Yes	No
Location for in	spection (inc phone number):						
State:	Postcode:	Email:					
Contact Name	e:		F	Phone:			
Name of vend	lor to appear in catalogue:						
Address:							
Suburb:			5	State:		Postcode:	
Phone:			F	ax:			
Mobile:			E	Email:			
Proceeds of s	ale Cheque: EFT:	If EFT – Account:				BSB:	
Payable to (On	lly one payee):						
Address:							
Suburb:			5	State:		Postcode:	
Phone:			F	ax:			
Mobile:			E	Email:			
Australian Bus	siness Number (ABN):		If no AB	N, please c	omplete the below Dec	laration by a non	GST registered vendor.
How many ow	vners are in the horse?:						
What is the pe	ercentage of GST ownership?:				If	NIL, please comp	lete declaration below.
pursuit Section Section Signed:	n (A) The supply is made to you in or hobby, or is wholly of a private n (B) The supply is made by us as o n (C) I (or the supplier that I represe	e or domestic nature for me. In entity (other than an individuc nt) am/is a non-resident who is r	and the supply al) and we are not not carrying on an Dated:	is made ir carrying a enterprise	n the course of an a on an enterprise in Au e in Australia.	ustralia.	
Please complesend paymen Name:	ete all of the above details and si It with this Nomination Form. <b>NO E</b>	gn below to acknowledge that  NTRY WILL BE ACCEPTED IF NO  Signature:	T SIGNED AND AL	a to be bo L GST DET	und by the <b>CONDITI</b> AILS COMPLETED.  Date:	UNS OF NOMINA	ATION. Please DO NOT
		OFFICE	USE ONLY				
A/C CODE:		ENTRY ID:			GST STATUS:		

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State:	Postcode:	Email:					
Contact Name	e:		F	Phone:			
Name of vend	lor to appear in catalogue:						
Address:							
Suburb:			5	State:		Postcode:	
Phone:			F	ax:			
Mobile:			E	Email:			
Proceeds of s	ale Cheque: EFT:	If EFT – Account:				BSB:	
Payable to (On	lly one payee):						
Address:							
Suburb:			5	State:		Postcode:	
Phone:			F	ax:			
Mobile:			E	Email:			
Australian Bus	siness Number (ABN):		If no AB	N, please c	omplete the below Dec	laration by a non	GST registered vendor.
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pursuit Section Section Signed:	n (A) The supply is made to you in or hobby, or is wholly of a private n (B) The supply is made by us as o n (C) I (or the supplier that I represe	e or domestic nature for me. In entity (other than an individuc nt) am/is a non-resident who is r	and the supply al) and we are not not carrying on an Dated:	is made ir carrying a enterprise	n the course of an a on an enterprise in Au e in Australia.	ustralia.	
Please complesend paymen Name:	ete all of the above details and si It with this Nomination Form. <b>NO E</b>	gn below to acknowledge that  NTRY WILL BE ACCEPTED IF NO  Signature:	T SIGNED AND AL	a to be bo L GST DET	und by the <b>CONDITI</b> AILS COMPLETED.  Date:	UNS OF NOMINA	ATION. Please DO NOT
		OFFICE	USE ONLY				
A/C CODE:		ENTRY ID:			GST STATUS:		

## MAGIC MILLIONS CONDITIONS OF NOMINATION

ONLY THESE CONDITIONS OF NOMINATION APPLY TO THE SALE WHICH IS A PHYSICAL SALE WITH A SELLING AGENT AT THE COMPLEX, NOTWITHSTANDING THE FACT THAT PROSPECTIVE PURCHASERS FOR THE LOTS MAY NOT BE IN ATTENDANCE AT THE COMPLEX AND IT IS NOT AN ONLINE AUCTION SALE

SIGNITY FOR ANY OWNER ADDITIONAL STATES OF THE SALE, SOME OF THESE CONDITIONS OF NOMINATION AND DEFINITIONS MAY NOT BE APPLICABLE FOR OBVIOUS REASONS — SEE DEFINITION OF "LOT" BELOW.)

### Selling Agent's Licence No.: 2005419

- The Selling Agent is licensed under the PAMD to conduct auctions of livestock;
- In these Conditions of Nomination:
  "Act" means the Privacy Act 1988 (Cth) as amended from time to time;

"ARR" means the Australian Rules of Racing as adopted, administered and amended by RA from time to time;

"ASB" menant the Australian Stud Book which is the official record and publication of thoroughbred bloodlines for horses in Australia;
"ATO" means the Australian Taxation Office;

"Auction Close" means the time and date at which an Online Auction Sale shall close for bidding as displayed on www.magicmillions.online;

for bidding as displayed on www.magicmillions.online:

"Auction Open" means the time and date upon which an Online Auction Sale will open for bidding as displayed on www.magicmillions.orline;

"Ban" means the barring, disallowing, placing an embarga on, forbidding, prohibiting, restricting or stopping for a citempting thereto? a Lot for barrier behaviour or misbehaviour, bleeding or other injury, rague or vice like behaviour or any other reason imposed by a PRA or any domestic or international legality appointed and existing throughbred horse racing outhority, other than as disclosed by the Vendra to the Selling Agent as required by these Conditions of Nomination and because thereof, the toning or breeding prospects of a Lot is adversely affected. A Ban on a Lot does not include a Ban on a filly or more that has been entered for the Sale only as a broadmare and not a racing prospect. For the purposes of these Conditions of Nomination, "Ban" will include all barns, current (or subject to a current or potential hearing enquiry), expired, overturned, suspended or under appeal;

"Revedina Certificate" means a certificate for breeding sioned by a qualified licersed

"Breeding Certificate" means a certificate for breeding signed by a qualified licensed veterinary surgeon certifying that a polpation per rectum of the avaries, uterus and cervix, and speculum examination of the cervix and vagina has been carried out and such palpation and examination confirm that the Lat being a filly or mare represents a normal risk for reproduction;

"Code" means the Australian Thoroughbred Sales Code of Conduct as amended from

"Complex" means the complex at which the Sale is to be conducted:

"Conditions of Sale" means the conditions of sale relating to the sale and purchase of a cut nominated for the Sale, and the Sale, and binding the Saling Agent, the Promoter, the Vendor and the Purchaser, to be included in the Sale Catalogue;

"DPIF" means the national Department of Primary Industries and Fisheries,

"EI" means equine influenza and any mutations, strains or variations thereof from time to time nominated by the Selling Agent or the Promoter on advice from DPIF, RA or

"EU" means Furonean

"GDPR" means the EU General Data Protection Regulation;

"GST" has the meaning given to it in the GST Act;

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time;

whendar Virus" means the potentially deadly zoonatic disease which is notifiable in Australia. A Lot is considered to have received the Hendra Virus vaccination if the initial does or any subsequent booster does of a registered vaccine has been administered. "Impaired Vision" means a Lot which has impaired sight in one or both eyes, and which, is sold exclusively as a thoroughbred rosehorse or a thoroughbred rosehorse prospect but does not include, specifically, any other type of Lot including, but not literate to a freedom. limited to, a broadmare:

limited to, a broodmare;

"Invasive Surgery" means invasive joint surgery, surgery to repair a fracture, surgical intervention of the upper respiratory tract, abdominal surgery of any type (with the exception of the surgical repair of a non-strangulating umbilical hernio), if a male, the removal of one or both testes, or any other surgical procedure that may affect the suitability for racing or racing future of the Lot, in the case of broodmares or breeding prospects includes surgery to any reproductive organ or other surgical procedure which could adversely affect the reproductive capabilities of the Lot (with the exception of Castick's Procedure);

"Lat" means (where the context allows) any horse (including a gelding, colt, filly and more and the expression "colt" includes rig or crypt orohid namely male animals in which one or both testes have not descended into the scrotum from the abdomen), share in a horse or horse syndicate, nomination for a stallion service, and in case of Is all all a trained or his explainate, inclination for a station is a weigh, at in 1 case or a mare, or, a mare with fool at foot, or, a mare in fool, both the mare and the fool or other Lot nominated for sale at the Sale AND, for the sake of certainty, subject to what "type" of Lot is nominated for the Sale, some definitions or some of these Conditions of Nomination may not be applicable for obvious reasons – for example, a Breeding Certificate, or a Pregnancy Certificate, required by Condition 76 will not apply to the Conditions of Nomination where the Lot nominated for the Sale is a weaning, yearing, a colt or gelding, etc

"Magic Millions Export Declaration Form" means the export declaration form prescribed by and available upon request from the Sellina Agent and as required by the GST Act:

"NDB" means the Privacy Amendment (Notifiable Data Breaches) Act 2017

"Nomination Fee" means the fee, if any, set out in the Official Nomination Form,
"Official Nomination Form" means the standard official nomination form nominated
by the Selling Agent from time to time a copy of the current form of which is either
attached to these Conditions of Nomination or available within the online entries facility located on the Selling Agent's and the Promoter's website www.magicmillions

"Online Auction Sale" means a sale where Lots are listed for sale, online, on w confillions online and sold to the highest prospective Purchaser for the period mencing at the Auction Open and ending with the Auction Close and these litions of Nomination do not apply to an Online Auction Sale;

"PAMD" means the Property Agents and Motor Dealers Act 2000 and as amended

"Partnership" means the Magic Millions Sales Partnership (ABN 99 519 379 694);

SA" means the Personal Property Securities Act 2009 which took effect on 30 uary 2012 and as amended from time to time;

"PPSR" means the personal property securities register established pursuant to the

"PRA" means the Principal Racing Authority in each state and territory in Australia which control, regulate and supervise racing in each state and territory in Australia with approval of, but subject to, RA; "Pregnancy Certificate" means a certificate signed by a qualified licensed veterinary

"Pregnancy Certificate" means a certificate signed by a qualified licenses weterinary surgeon certifying a reactial and or ultrasonographic examination has been carried out and such examination confirms that the Lot being a broodmare is pregnant, "Promoter" means Magic Millions Promotions Pty Ltd (ABN 41 088 197 200) or any other party identified in the Sale Catalogue or other documentation issued in respect of the Sale as the promoter or sponsor of the Sale or of a closed race series or incentive race series in association with which the Sale is conducted;
"Purchaser" means the successful bidder for the Lot at the Sale;

"RA" means Racing Australia which is the peak national administration body for thoroughbred racing in Australia, responsible for the governance of the ARR and the RASB in an effort to ensure worldwide best practice standards of integrity and animal welfare. Each PRA is a member of RA;

"RASB" means the rules of the Australian stud book as administered by the a from

"Repository" means the repository established by the Selling Agent / Promoter prior to the commencement of the Sale, the conditions of entry into which, and, the use of the service of which, will be set out in the Repository Conditions displayed at the Repository and www.magicmillions.com.au at least four (4) days prior to the commencement of the Sale;

"Repository Conditions" means the conditions of entry into the Repository for the purpose of inspecting the X-Rays and other terms and conditions relating to the terms and conditions of access and inspection (as amended from time to time) so displayed at the Repository, and, a copy of the current form of which is displayed on www. magicmillions.com.au and such conditions are as set out in the Conditions of Sale;

"Rig" means a male animal in which one or both testes have not descended into the m from the abdomen and is also known as a cryptorchid.

scrotum from the abdomen and is also known as a cryptoronia.

"Moorer" means a condition known as laryngeel hemiplegia, a condition caused by damage or degeneration of the laryngeal nerve and the Lot is known as a "Roarer" because of the sound they make and includes "Roarers",

"Saler" ferst no any one or more of the following Sale's for which the Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of

auction conducted by the Selling Agent:
The Magic Millions 2024 Gold Coast National Weanling Sale, to be held at the Gold
Coast Sales Complex, Bundall, Queensland, from the 23rd day to the 24th day of May,

"Sale Catalogue" means the catalogue to which the Sale relates, and which includes

"Security Interest" has the meaning attributed to it in the PPSA;
"Selling Agent" means Magic Millions Sales Pty Ltd (ABN 54 078 396 317) having auctioneers and agents licence number 2005419 and includes its officers and agents; "Symptoms" means any symptoms associated with a Roarier, a Windsucker, a Windsucker, a Whotbuler, Impaired Vision, Invasive Surgery, botulism, El, equine morbillivirus (Hendra Wibbler, Impaired Vision, Invasive Surgery, botulism, El, equine morbillivirus (Hendra Vibor), nipah virus or any other virus, or any significant condition or symptoms indicating the need for or requiring Treatments;
"TBA" means the Thoroughbred Breeders Australia Limited (ABN 34 0034 322 28);

"TBA Levy" means the amount payable to the TBA calculated in accordance with Condition 10 of these Conditions of Nomination;

"Treatments" means applications, medications, masking acts or masking attemptions designed to or resulting in non-faciousure of a fault, defect or vice, or treatments for any Symptoms, that may offect the suitability for the racing or breading future of the Lot, or treatments involving the use of anabolic androgenic steroids or which is a wearling, yearling or two (2) year old that has been treated with bisphosphonates or treatments otherwise identified and prohibited by the ARR from time to time, or any confidence of the properties are without profit or prohibited by the ARR from time to time, or any confidence are only investigated by the ARR from time to time, or any significant conditions requiring anti-microbial therapy or anti-inflammatory treatment, and, has and will comply with all directions, protocols and regulations made or declared by PDF, the ASB and all other competent authorities having lawful jurisdiction with respect to the diagnosis and treatment of EI;

"Windsucker" means a Lot which suffers from the vice of noisily drawing in and swallowing air through its mouth;

"Wobbler" means a Lot which stands or moves unsteadily or with uncertain direction; "Wobbler" means a Lot which stands or moves unsteadily or with uncertain direction;
"X-Rays" means the set of X-Rays deposited at the Repository, albeit physical or digital format, (along with any reports, certificates, notes, writings or information deposited therewith, including all historical records of operations, applications, medications or treatment provided to each Lot) made available by the Vendor with respect to a Lot for inspection by the Purchasers' qualified licensed veterinary surgeon, such X-Rays being in the minimum number and taken strictly in accordance with the specifications detailed in the Repository Conditions and otherwise subject to the Repository Conditions detailed in the Repository Conditions of which the Purchaser will be requested to acknowledge as having been read and understood prior to the purchase of a Lot.

In the interpretation of these Conditions of Nomination, any word not specifically defined will have the colloquial or usual interpretation accepted or implied by the court having jurisdiction in the interpretation of these Conditions of Nomination as set out in these Conditions of Nomination of Nomination as set out in these Conditions of Nomination as set out in these Conditions of Nomination.

Conditions of Nomination

#### APPOINTMENT OF PROMOTER

The Vendor agrees that all advertising, marketing and promotion in respect of the Sale (including the Lot in it) will be carried out by the Promoter, a company engaged in the business of promoting and marketing throughout the world, thoroughbred sales, races and related events, as well as performances, exhibitions, social events, conferences and events in the general entertainment industry and the Vendor hereby confirms the Promoter's appointment and role in that behalf by the Selling Agent.

## **VENDOR'S APPOINTMENT OF THE SELLING AGENT**

The Vendor (subject to his compliance with these Conditions of Nomination) hereby appoints and authorises the Selling Agent to.

Act as the sole and exclusive agent of the Vendor to sell the Vendor's Lot at the Sale, or prior thereto, or subsequent thereto, with the Vendor's consent, where the Lot is not sold at the Sale, privately and outside of the Sale at a price nominated by the Vendor at any time from the close of nominations to a date sixty (60) days after the last day of the Sale, and these Conditions of Nomination shall apply insofar as is possible, to such private sale;

Collect the whole or any part of the purchase price including, if applicable, any GST, for the Lot on behalf of the Vendor by means of cash, personal cheque, or othely by the Selling Agent at the Selling Agent's discretion;

Deliver the Lat sold on the Vendor's behalf prior to full payment of the purchase price including, if applicable, any GST on the Lat, such delivery being given by the Selling Agent at the Selling Agents absolute discretion;

Again with a seming Again's utsoure discretion;

Determine in its absolute discretion whether the Lat is suitable for the Sale, the manner in which and the time and place at which the Sale is to be conducted, and whether the opinion of a qualified licensed veterinary surgeon, at the Vendor's cost, should be obtained in respect of the condition of the Lat;

Dealing and retain from the agreement with the Lat.

the opinion of a qualified licensed veterinary surgeon, at the Vendor's cost, should be obtained in respect of the condition of the Lot; Deduct and retain from the gross purchase price payable for the Lot, any commission, Nomination Fee, the TBA Levy or expenses awing to the Selling Agent, including any CST payable. These amounts will include but will not be limited to those referred to in Conditions 8, 9 and 10 of these Conditions of Nomination. Notwithstanding any other term or condition contained in these Conditions of Nomination. Notwithstanding any other term or condition contained in these Conditions of Nomination. Notwithstanding any other term or condition contained in these Conditions of Nomination. Notwithstanding any other term or condition contained in these Conditions of Nomination. Selling Agent out of the purchase price of any Lot, any amount that may be due and owing to the Selling Agent out of the purchase price of any Lot, any amount that may be due and owing to the Selling Agent out of the purchase price of any lot at any sale conducted by the Selling Agent prior to the Sole. For the soke of certainty, the Vendor assigns to the Selling Agent pray irrevocable authority rights in favour of the Vendor assigns to the Selling Agent any irrevocable authority rights in favour of the Vendor assigns to the Selling Agent any provider has the sole of the Selling Agent any in the Vendor. The Vendor appoints the Selling Agent, from time to time, its automey to do all things necessary and execute all documents to give effect to this Condition 4.5 of these Conditions of Nomination. Where the Vendor (in the reasonable opinion of the Selling Agent is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lot offered for sale by the Vendor to the Selling Agent may, in its absolute discretion, retion all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Sell

ed within seven (7) days of the Sale, or at any extended date by approval of

Detain a passed-in Lot or the Lot bought back by the Vendor until all Sole charges and if applicable GST are paid, the Selling Agent being entitled to claim and register a Security Interest in the Lot against the Lot and register the same on the PPSR in respect of any outstanding fees commissions, GST or charges;

Disclose the name, description and address of the Vendor to a bidder or Purchaser if it considers it appropriate, or in the case of any dispute touching on any sale of the Lot. In every case it is agreed that the remedy of the Purchaser shall be against the

Vendor and not under any circumstances against the Selling Agent;

Accept the rescission of any sale, allow any Purchaser an extension of time for payment, or agree to any variation of the Conditions of Sale on behalf of the Vendor should the Selling Agent decide in its absolute discretion that any such action is

Bid up to the reserve price as set by the Vendor without incurring any liability to the Vendor in the event of the Lot not selling for an amount equal to or less than the

The Vendor agrees that the Selling Agent reserves the right to:-

- Reject any nomination at any time for such reason as the Selling Agent shall deem appropriate, in its sole discretion, and the Selling Agent shall then return any Nomination Fee paid only if the rejection is without reasonable cause;
- Determine the order of sale of all nominations and acceptances for the Sale
- Assign stabling facilities in its sole discretion and the Selling Agent shall have no obligation to assign the same or similar stabling facilities which may have been assigned to the Vendor at previous sales;
- Set a minimum bid (upset price) for any Lot sold in this Sale, in its sole discretion
- Refuse to sell any Lot by a uction if the Selling Agent has knowledge that the said Lot has been sold privately prior to the Sale.
- The Selling Agent shall pay the proceeds of the sale including any applicable GST to the person or persons nominated as the person to be paid such proceeds, on the Official Nomination Form, whose receipt shall be a sufficient discharge of the Selling Agent's obligations in respect of such proceeds.
- The Vendor acknowledges and accepts that the Selling Agent will only be required to issue one cheque for the purchase price to the Vendor of a Lot where the Vendor to issue one cheque for the purchase project to the Vendor of a Lot where the Vendor comprises a syndicate of members. The Vendor accepts and achomiveldges that the person nominating the Lot for sale on behalf of the Vendor is the person to whom the payment of the purchase price is to be made. In the event that there is a dispute among syndicate members as to payment or otherwise or a syndicate member requires a separate cheque, the Selling Agent has a right to hold the payment in trust pending a decision by the syndicate members in accordance with their syndicate agreement / partnership agreement as to whom the cheque in payment will be made. The Vendor indemnifies the Selling Agent against all claims made by syndicate members.
- members.

  All nominations for the Sale must be submitted on the Official Nomination Form, duly signed by the Vendor or for and on behalf of the Vendor by the Vendor's agent, or submitted in accordance with the provisions of the Selling Agent's online entries facility. The Official Nomination Form must reach the office of the Selling Agent (PO Bax S246, Gold Goast Mail Centre, Queensland, 972b, or submission via the Selling Agent (PO Bax online entries facility) by no later than the specified closing date set out in the Official Nomination Form.
- Subject to the Vendor executing the Official Nomination Form, or agreeing to the Conditions of Nomination via the Selling Agents online entries facility, prior to the offering for sole of the Lat by the Selling Agent, the Selling Agent is exempted from the requirement of Chapter 12 of the PAMB from maintaining a trust account for the deposit of the proceeds of sale of the Vendor's Lot and the Vendor acknowledges the existence of such exemption;

## COMMISSIONS DUE TO THE SELLING AGENT

- The Vendor will pay the following amounts to the Selling Agent:-A commission at the rate of 3.85% (inclusive of GST) on the Lot sold or bought back by the Vendor.
- In the event that the Lot is not sold or bought back by the Vendor, no passed-in commission will be charged.

## FEES AND CHARGES DUE TO THE PROMOTER

- The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale:-
- The Nomination Fee (including GST) as specified on the Official Nomination Form and;
- The Nomination Fee (including GST) will be invoiced by way of a written acceptance of the Lot into the Sale and;
- The Nomination Fee (including GST) must be paid for in full within fourteen (14) days of
- The Vendor will not be entitled to any refund in respect of any payment pursuant to these Conditions of Nomination for the Promoter save as is expressly provided in these Conditions of Nomination.

## TBA LEVY

The Vendor hereby irrevocably authorises the Selling Agent to deduct a marketing levy on behalf of the TBA in the amount of 0.385% (inclusive of GST) (or whatever reasonable percentage is imposed by the TBA at the time of the Sale) of the purchase price of the Lat sold or bought back by the Vendor. The marketing levy will be forwarded by the Selling Agent to the TBA within forty-two (42) days of all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lat.

## VENDOR'S OBLIGATIONS AND WARRANTIES

- The Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and each Lot must meet the requirements of the ASB at the
- Vendor's cost and expense.

  The Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by a Purchaser or any other person or insting out of the Vendor's failure to comply with the ASB requirements (including any payment of fees and SST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the ASB requirements.
- The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of the Lot sold within seven (7) days of the conclusion of the Sole. Should the Vendor not deliver such documents to the Selling Agent within the said time limit,
- the Vendor not ceiver such about most to the selling Agent within the sala time limit, the Vendor irrevocably authorises the Selling Agent to order a new / replacement set of documents at the Vendor's cost and expense.

  The Vendor shall be responsible for verifying the accuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the accuracy of such information except where the Vendor notifies the Selling Agent in writing (in accordance with these Conditions of Nomination) of any inaccuracy in such information prior to the date of the Solle.

  The Vendor or fise it was unknown accuracy to the the Vendor notifies the Selling Agent in writing (in accordance with these Conditions of Nomination) of any inaccuracy in such information prior to the date of the Solle.
- Internation print or the outer of the State. The Vendor or his duly outhorised representative warrants that he will disclose to the Selling Agent the true owner of the Lot nominated to any person or party for the Sale at least seven (7) days prior to the Sale. The Vendor authorises the Selling Agent to disclose the true owner of the Lot at the Selling Agent's absolute discretion.

  The Vendor accepts, acknowledges and agrees that the Selling Agent and the Promoter may use the face or visage of the Vendor to promote the interests of the Selling Agent and the Promoter (and their associated entities) for nil consideration.
- Selling Agent and the Promoter (and their associated entities) for in consideration. The Vendor accepts, acknowledges and agrees that the Selling Agent and the Promoter collect information that is personal to the Vendor which must be provided to the relevant authorities, such as RA and its members, and, in some cases, legal enforcement and government bodies and agencies and third parties that might have in interest, direct or otherwise, in the Lat. The Vendor (without releasing the Selling Agent and the Promoter, and their associated entities, from their other obligations of confidence and privacy), irrevocably authorise the Selling Agent and the Promoter and their associated entities to release personal in Selling Agent and the Promoter.
- continence and privacy), irrevacably authorises the sening Agent and the Promoter and their associated entities to release personal information relating to the Vendor as anticipated by this Condition 17 of these Conditions of Nomination. The Vendor warrants to the Selling Agent that the person completing and submitting the Official Nomination Form in behalf of the Vendor and, carry out all the obligations of the Vendor as set out in the Official Nomination Form and provide the Vendor warranties set out in the Official Nomination Form and provide the Vendor warranties set out in the Official Nomination Form.
- The Vendor or his duly authorised representative shall be present at the Complex at all times during which the Sale is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding the Lat for which the Vendor or Vendor's agent is responsible, failing which correction the Vendor shall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the truth of any statements or representations made by the Selling Agent.
- Agent.

  The Vendor will produce for the Sale the Lot without any obvious physical defects. Should the Selling Agent be of the opinion that the Lot is not suitable for sale, it has the right at its absolute discretion, to reject and withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears on the Official Namination Form, at the Vendor's risk and expense.

  Subject to Condition Is of these Conditions of Namination, the Vendor warrants to the Selling Agent that he is the true owner of the Lot nominated for the Sale or is duly authorised to sell the Lot on the owner's behalf and that the Vendor is able to transfer good title to the Lot free from any mortgage, len, charge, bill of sale (whether registered or not) or Security interest as defined in the PPSA, and any other adverse interest or encumbrance except where such interest has been notified in writing

to the Selling Agent prior to the Sale and such interest has been acknowledged by the Selling Agent. The Vendor irrevocably authorises the Selling Agent to claim and register a Security Interest in the Lot against the Lot and the Vendor and register the register a Security interest in the Lot against the Lot and the Vendor an register the same on the PPSE to secure payments owing to the Selling Agent by the Vendor or payments made by the Selling Agent to the Vendor on account of the purchase price where the Purchaser of the Lot has not paid all or part of the purchase price. If the owner of the Lot is a company, the Vendor worrants and represents to the Selling Agent that there is no Security Interest affecting the Lot. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.

### CONDITIONS AND WARRANTIES

- Other than for any express conditions, warranties or representations included herein, or as may be implied by federal or state legislation and which may be excluded by
- All conditions, warranties and representations in respect of a Lot or a sale are hereby excluded except that if the Vendor has otherwise disclosed to the Seiling Agent or the Purchaser prior to the Sale, the Vendor will be deemed to have no knowledge that the Lot has any one of the following conditions at the time the Vendor nominates the Lot first and the Official Nomination Form and the time that the Lot is sold at the Sole: a Ban, Impaired Vision, undergone Invasive Surgery, Roarer, Windsucker, Wobbler, E., Rig (or being a veanling, yearling or two (2) year old has been treated with biphosphorates as referred to in Conditions 55, 56 and 57 of these Conditions of Nomination) or has had any of the Treatments;
- Notification of this broad and the selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the Selling Agent, the Lot has not undergone Invasive Surgery between the time of nomination of the Lot and the time the Lot is offered for sale at the Sale. If, prior to the Sale, the warranty provided in the immediately preceding sentence is inaccurate, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing:
- No condition, warranty or representation is given or implied or may be inferred from any affirmation made ator before the Sale or any of the circumstances of the Sale; and If a dispute arises between the Vendor and the Purchaser in relation to a Lai, this must be resolved between them only. The Lot cannot be returned to the Selling Agent or it's
- In the event that the Selling Agent cancels the Sale the Vendor has no claim agains the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fee paid by the Vendor or save as is expressly set out in these Conditions
- The Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the Lot's number for the Sale Cotalogue, without the forfeiture of the Namination Fee, except in the event of injury, death or illness of the Lot. Apart from death of the Lot (in which case the Namination Fee shall be refunded in full), in all death of the Lot (in which case the Nomination Fee shall be refunded in full), in all cases of alleged injury or illness es if the Vendor or this expense produces a veterinary certificate signed by a qualified licensed veterinary surgeon, within thirty (30) days from the last day of the Sale, confirming the existence of the injury or illness alleged, two thirds of the Nomination Fee shall be refunded. Should the Vendor not produce an acceptable veterinary certificate signed by a qualified licensed veterinary surgeon, the Vendor shall pay to the Selling Agent 6.696 (including GST) of the median purchase price for the Sale session in which the withdrawn Lot was nominated, as liquidated damages, in addition to the Nomination Fee.
- The Vendor acknowledges that by completion or submission of the Official Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of potential interest in purchasing Lots published in the Sale Catalogue and acknowledges the credibility of the Sale is diminished if catalogued Lots are
- and acknowledges the creationity of the Sale is aliminished if catalogued Loris are withdrawn without good and volid excuse.

  Should the Vendor sell privately the Lot accepted for the Sale during the period from the closing date for nominations until sixty (60) days after the Sale (the agency period), the Vendor shall promptly pay to the Promoter and the Selling Agent on amount equal to the total charges including SST set out in Conditions 8, 9 and 10 of these Conditions of Nomination.
- The Vendor shall comply in all respects with the rules of the Complex displayed within
- the office block at the Complex.

  The Lot entered by the Vendor (including its handling and stabling by the Selling Agent) shall be at the Vendor's sole risk and expense notwitistanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and
- The Vendor agrees to be bound by the Conditions of Sale and where there exists any conflict or inconsistency between these Conditions of Nomination and the Conditions of Sale, the Conditions of Sale will take precedence and prevail.
- The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of the Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.
- The Vendor acknowledges that the Selling Agent acts merely as agent for the Vendor and gives no warranty that any Purchaser will complete a purchase in accordance with the Conditions of Sale, nor is the Selling Agent under any liability in respect of the Sale should the Purchaser fail to complete his purchase save as is expressly provided
- Sole should be Putchissed from Confligheethis putchisse solve as its expressive provided in these Conditions of Nomination. Subject to the Conditions of Sale, if the Selling Agent delivers the Lot to the Purchaser of the lot prior to the Selling Agent having received payment by coals or otherwise for the Lot, the Selling Agent having received payment by secure the performance by the Purchaser of its obligation to pay the purchase price and any applicable GST report where.
- The Selling Agent has formed the opinion that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot;
- The Vendor enters directly into any credit arrangement or terms with the Purchaser;
- The sale is terminated or unenforceable for any reason;
- The Vendor agrees to any variation of the Conditions of Sale for the purchase of the Lot (including without limitation terms as to the time for payment) without the prior written consent of the Selling Agent;
- The Vendor consents to the delivery of the Lot by the Selling Agent;
- The Vendor has not paid any monies due and awing by the Vendor to the Selling Agent on any account whatever.
- The liability of the Selling Agent pursuant to, or incidental to, its appointment in respect of the Lot shall be limited to the purchase price accepted by the Selling Agent as the price poyable less any monies owing to the Selling Agent by the Vendor on any occount, fincularing amounts due and owing by the Vendor to the Selling Agent for any lot on any previous sale conducted by the Selling Agent where the Vendor has appointed the Selling Agent as its selling agent) including any GST applicable thereon.
- appointed the Selling Agent as its selling agent) including any GST applicable thereon. The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable GST for the Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST of the Lot and/or the honouring of all Security Interests and promises and undertakings in favour of the Selling Agent tendered in respect thereto, the Vendor shall immediately execute and deliver to the Selling Agent authorities and documents in such form as the Selling Agent in its absolute discretion requires, so as to secure and authorise the Selling Agent to exercise through or on behalf of the Vendor all rights which the Vendor may have in respect of the Lot and / or any Security Interests and promises and undertakings in favour of the Selling Agent or other right held by the Vendor in his own right.
- Subject to these Conditions of Nomination and the Conditions of Sale, the S Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the last day of the Sale, all monies due and owing to the Vendor pursuant to the sale of the Vendors Lab but subject to the Selling Agents right to withhold payment of all or part of Indoors Lab but subject to the Selling Agents are one of the Vendor pursuant to the sale of the Vendors Lab but subject to the Selling Agents are one of the Vendor and the Purchaser as
- to the Purchaser's obligation to pay for the Lot.

  The Vendor acknowledges that if the Vendor suffers a loss as a result of a failure by
  the Selling Agent to account to the Vendor for all or any part of the purchase price for
  the Lot, the Vendor does not have a right of compensation under the PAMD.
- The Vendor accepts and acknowledges that the Purchaser may appoint the Selling Agent or another third party agent to bid on the Vendor's Lot on behalf of the

- Purchaser. Such appointment may be made by the Purchaser executing the Selling Agent's formal written appointment of agent form, or, informally by way of email, telephone contact or text message. The Vendor does not object to the Selling Agent or another third party agent acting as the agent for the Purchaser.

  The Vendor indemnifies and will keep indemnified the Selling Agent and the Promoter research as undernified with the Purchaser.
- against any oldin missing out of any directions or instructions given by the Purchaser or its agents, consultants or employees, to the Selling Agent or their agents, consultants or employees pursuant to Condition 37 of these Conditions of Nomination, on or before the sale of any Lot where, for any reason, such directions and / or instructions are misinterpreted or not acted upon by the Selling Agent.
- The Vendor agrees to indemnify and hereby indemnifies the Selling Agent against all loss, damage, costs and expenses of whatever nature incurred by the Selling Agent directly or indirectly as the result of the Vendor's non-compliance with any of the Conditions of Namination or the Conditions of Sale.
- Contautors on Normination of the Containation and the Propriet of the Normination Fee remains a debt due and payable by the Vendor to the Selling Agent from the date of nomination (that is to say, on the date of completion and submission by the Vendor of the Official Normination Form) of the Lat natwithstanding the withdrawal of the Lat from the Sale and the Vendor acknowledges and agrees that the only basis upon which he may aliam a repayment of the Normination Fee from the Selling Agent is:
- If the Selling Agent cancels the Sale in accordance with Condition 24 of these Conditions of Nomination, or
- If the Lot is rejected and withdrawn in accordance with Condition 20 of these Conditions of Nomination or is not included in the Sale Catalogue.
- The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions of Nomination, are severable and independent and any monies poid to either of them are payments to which they are entitled in their own right pursuant to these Conditions of Nomination.
- these Conditions of Normaton.

  In the event that any provision is unlawful or void, the parties agree that these Conditions of Normination shall be construed so for as is possible so that the unlawful or void partian is an independent promise and is severable from the other conditions. Where such unlawful or void partian relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permist) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor.
- The Selling Agent does not assume any responsibility for exporting Lots
- The Vendor accepts, garees and acknowledges the following:
- That the Selling Agent accepts no liability for any aST liability arising as between the Purchaser, the Vendor and the ATO in respect of the Lot sold by way of auction or private treaty;
- That each Lot offered for sale will be invoiced with GST added to the purchase price in the event that the Vendor is registered for GST, In the event that the horse is purchased by a non-resident who is not registered for GST and that purchaser executes the required Magic Millions Export Declaration Form, the vendor
- purchaser executes the required wagic millions export Decidroton Form, the Vention cocknowledges that subject to the export provisions as approved by the ATO this horse may be sold on a zero-rated basis at which time no GST will be charged on the invoice. That for the purpose of the GST Act the Vendor, not the Selling Agent, is the "supplier" and is responsible for determining whether the Purchaser is registered or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of the Lot.
- The Vendor acknowledges that the Selling Agent acts as agent for the Partnership. The Vendor acknowledges that the Selling Agent will make available the Repository at the Complex for the purpose of the storing and examination of X-Rays, physical or digital, and other records required by the Repository Conditions or the relevant Sale Catalogue. The Vendor further acknowledges the Repository Conditions and agrees to be bound by them. The Repository Conditions will be displayed in the Repository and are available from the Selling Agent on request.
- The Vendor accepts and acknowledges that prior to executing the Official Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing the Official Nomination Form.
- By executing the Official Nomination Form, the Vendor hereby appoints the Selling Agent to auction the Lat on behalf of the Vendor. The Vendor acknowledges having received a capy of the Official Nomination Form and in particular acknowledges his appointment of the Selling Agent as the auctioneer.
- appointment or the selling Agent to the obcoolines. In the event that the Selling Agent, for whotever reason, pays to the Vendor, the amount due to the Vendor pursuant to Conditions 4 and 5 of these Conditions of Nomination prior to receiving payment for the Vendor's Lat from the Purchaser, the Vendor assigns to the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent's nominee.

  The Vendor acknowledges the existence of the Code. The Selling Agent recommends that the Nador's consulter bination of with the Nador's consulters bination with the Nador's consult
- that the Vendor acquaints himself with the Code.
- Notwithstanding any condition contained in the Conditions of Sale, all persons who attend the Sale do so entirely at their own risk and neither the Selling Agent, nor the Promoter, nor their subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.

## ANABOLIC ANDROGENIC STEROIDS

- In accordance with the ARR, the use of anabolic andragenic steroids in thoroughbred horses is banned effective from I May 2014. The ARR can be viewed at the RA website http://racingaustralia.horse and are subject to change by RA without notice.
- The Vendor irrevocably authorises the Selling Agent and its qualified licensed veterinary surgeon to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock (excluding weanlings and foals at foot), following the sale of
- such Lat.

  The Selling Agent will, if requested by the Purchaser ticking the appropriate box on the acknowledgement of purchase, take or have its qualified licensed veterinary surgeon take a blood sample from any Lot that is not catalogued in the Sale as breeding stock (excluding wearnings and fools at foot), at the cost of the Purchaser, and the Selling Agent will forward the blood sample to an official racing laboratory (as defined in the ARR) selected by the Selling Agent. Thereafter, the Conditions of Sale will be strictly applied by the Vendor, the Purchaser and the Selling Agent.

## BISPHOSPHONATES

- In accordance with welfare and integrity measures, the off-label administration of bisphosphonates to any Lot catalogued for a Sale is not permitted.
- using inspirious and in pict a disadigation of used in the perintial of the (2) year old, has not been administered bisphosphonates. If prior to the Sale the warranty provided in the immediately preceding sentence is inoccurate, in whole, or, in part, the Vendar will immediately notify the Selling Agent in writing and the Selling Agent shall have the right to withdraw such Lot before or during the Sale.
- The Vendor irrevocably authorises the Selling Agent and its qualified licensed veterinary surgeon to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock (excluding weanlings and foals at foot), following the sale of such Lot. Thereafter, the Conditions of Sale will be strictly applied by the Vendor, the Purchaser and the Selling Agent.

### PRIVACY AND CREDIT INFORMATION: THE ACT, THE NDB AND GDPR: AUTHORISATIONS AND AGREEMENTS

- The Selling Agent and the Vendor acknowledge the existence of the Act, the NDB and the GDPR to protect the privacy of parties
- Further to the above, the Vendor irrevocably authorises the Selling Agent to obtain a report about the Vendor's consumer or credit worthiness from any credit reporting agency or commercial credit reporting business.
- The Selling Agent reserves the right to contact third parties and the Vendor irrevocably outhorises those third parties to provide all information of the type referred to above as requested by the Selling Agent.
- The NDB came into effect on 22 February 2018 and the GDPR came into effect on 25
- The purpose of the NDB was to set up a scheme whereby the Selling Agent and the Promoter, and their associated entities, must take certain measures where there is unauthorised access to, unauthorised disclosure of or loss of, personal sensitive information of the Vendor. The intention of the NDB is to ensure that parties holding personal data take all reasonably necessary internal security measures to ensu

- that the access, disclosure or loss does not result in serious harm to any of the individuals to whom the information relates.
- The purpose of the GDPR was to protect the data privacy for all EU citizens. If a party processes data about individuals in the context of selling goods or services to EU citizens, the GDPR must be compiled with.
- The Selling Agent and the Promoter will do all things reasonably necessary to implement processes to protect unauthorised access to, unauthorised disclosure of, or loss of, personal information relating to the Vendor.
- or loss or, personal information relating to the ventor.

  The Selling Agent and the Promoter will, and will procure their associated entities to do likewise, comply with the provisions of the NDB and notify as required by the NDB.

  The Vendor accepts, acknowledges and agrees that the Selling Agent and the Promoter collect information that is personal to the Vendor which must be provided to the relevant authorities, such as RA and its members, and, in some cases, legal enforcement and government bodies and agencies and third parties that might have an interest, affect or otherwise, in the Lat. The Vendor (without releasing the Selling Agent and the Promoter and their associated entities from their children under the Agent and the Promoter, and their associated entities, from their obligations under the NDB and the GDPR) rrevocably authorises the Selling Agent and the Promoter, and their associated entities, for their obligations under the NDB and the GDPR) rrevocably authorises the Selling Agent and the Promoter, and their associated entities, to release personal information relating to the Vendor as anticipated by these Conditions of Nomination.
- anticipated by these Conditions of Nomination.

  By attending the Sale and selling or purchasing a Lot pursuant to these Conditions of Nomination, the Vendor elects to "opt in", consent or subscribe to, the right of the Selling Agent and Promoter to hold and use personal sensitive information as regards the Vendor. The Vendor may at any time, by notice in writing to the Selling Agent and / or the Promoter, elect to "opt out", withdraw consent or unsubscribe. The Selling Agent and the Promoter have updated their privacy and cookies policy because of the NDB and the GDPR. The Vendor is strongly advised to read the full privacy policy on the Selling Agents and the Promoter's website home page.

## FURTHER LEGISLATION

The Selling Agent and Vendor agree that these Conditions of Nomination may need to In seaming agreet or vertical type of the control o

### FURTHER ACKNOWLEDGEMENTS OF THE VENDOR AS TO THE RIGHTS AND LIABILITIES OF SELLING AGENT

- The Selling Agent in selling any Lot at the Sale acts as agent for the Vendor whose name and address is disclosed in the Sale Catalogue in respect of each Lot. Further particulars of the Vendor of any Lot Shall be furnished by the Selling Agent immediately upon request. Except as otherwise expressly provided to the contrary, the Selling Agent has no liability or rights as principal in the capacity of yendor of each
- The description of all Lots has been provided by the Vendor and the Selling Agent shall not be liable or responsible for any error whatsoever in the description of any Lat-including, without limitation, any error in relation to the eligibility of the Lat for inclusion in the ASB, or the Lat's compliance with the requirements for inclusion, or continued
- The Selling Agent or its servants may sign the Sale book or any memorandum of sale on behalf of either the Vendor or the Purchaser or both.
- The Selling Agent reserves all rights to use or publish details of bidding, the identity of the Vendor and all matters related to the sale of any Lot as it thinks fit. The Selling Agent gives no representations, undertakings or warranties in relation to Lats said or nominated for and said at the Sale, but not limited to, representations, undertakings or warranties given or provided by the Vendor or any third party.

## X-RAYS AND REPOSITORY

By nominating a Lot for the Sale on the Official Nomination Form, the Vendor accepts, acknowledges and agrees that the Vendor must comply with the Repository Conditions and the Conditions of Sale relating thereto.

### DISCLOSURE OF MEDICATION (APPLIES ONLY TO TWO (2) YEAR OLD IN TRAINING LOTS)

- The Vendor shall disclose to the Selling Agent any medication or drug administered to the Lot at any time during the seven (7) days prior to the Lot performing its official breeze-up and shall further disclose any medication or drug administered to the Lot any time during the seven (7) days prior to the sell of that Lot. The Vendor irrevocably authorises the Selling Agent, and its agents, access to the Lot for the purposes of examining the Lot and taking blood samples to confirm that the disclosures of the
- The Vendor irrevocably authorises the Selling Agent, in its absolute discretion, to make available to prospective purchasers the disclosures made by the Vendor. If the Filing Agent, in its absolute discretion, is not satisfied with the disclosure mode by the Vendor, or determines that the disclosure is inaccurate, in whole or in part, the Selling Agent, without any liability to the Vendor, may withdraw the Lot from the Sale at its
- absolute discretion.

  The Purchaser may on the fall of the hammer at the Sale, request a blood sample of the Lot to be taken after the sale of the Lot and may forthwith request that this sample and/or the Selling Agent's sample be analysed and tested at the expense of the Purchaser by a qualified person or persons approved by the Selling Agent. The Vendra assigns any interest he may have in the blood samples to the Selling Agent, for the test reveals the existence of medication or drugs which have not been disclosed in writing to the Selling Agent prior to the sale which, in the opinion of the qualified person is material and makes any significant defect in the Lot then the Durchaser. in writing to the Selling Agent prior to the sale which, in the opinion or the qualified person, is material and masks any significant defect in the Lot, then the Purchaser shall have the right to reject the Lot within 24 hours of being advised of such report by giving ard notice of such rejection to the Selling Agent. If the Purchaser rejects the Lot, then the sole shall be concelled and the Purchaser will be entitled to the return of any moneys paid and the Lot shall be returned to the Vendor at the Vendor's expense. Any transportation, agistment or other costs incurred by the Purchaser subsequent to purchase and prior to return of the Lot will be borne by the Purchaser.

#### BREEDING AND PREGNANCY CERTIFICATE (APPLIES ONLY TO FILLY AND MARE BREEDING PROSPECT LOTS)

- The Vendor, at its option, may provide a Breeding Certificate with respect to a Lot nominated for the Sale. The Breeding Certificate must be addressed and delivered to the Selling Agent and dated no more than fourteen (14) days prior to the Sale. The Vendor irrevocably authorises the Selling Agent and the Promoter to release a copy of the Decideo Conference of the Selling Agent and the Promoter to release a copy of the Breeding Certificate to any prospective purchaser's auglified licensed vete
- Surgeon! The Vendor, at its option, may provide a Pregnancy Certificate with respect to a Lot nominated for the Sale. The Pregnancy Certificate must be addressed and delivered to the Selling Agent and dated in mome than fourteen (14) days prior to the Sale. The Vendor irrevocably authorises the Selling Agent and the Promoter to release a copy of the Pregnancy Certificate to any prospective purchaser's qualified licensed veterinary
- The Vendor accepts, acknowledges and agrees that if the Vendor does not provide a Breeding Certificate or a Pregnancy Certificate with respect to a Lot which is a mare, or a broodmare, that Lot will not be announced at the Sale as pregnant or suitable for

## INVASIVE SURGERY (INCLUDING VENDOR ON-SALE EXEMPTION)

- Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the Selling the Vendor warrants that, in the absence of full and complete disclosure to the Selling Agent, the Lot has not undergone invasive Surgery between the time of nomination of the Lot and the time the Lot is offered for sole at the Sale. If prior to the sale of the Lot at the Sale the warranty provided in the immediately preceding sentence is inaccurate, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing. If any of the above warranties are veterinary and legally found to be incorrect within thirty (30) days of the sale of the Lot, and, the Purchaser notifies the Vendor and the Selling Agent in writing thereof, within the said thirty (30) day period, the Purchaser will be entitled to cancel the sale / purchase, and, reserve its rights without the Selling Agent being liable (in any way) to either the Vendor or the Purchaser.
- X-Rays are compulsory for all Lots being offered in Book 1. Should X-Rays not be provided for a Lot catalogued in Book 1, that Lot will be offered at the conclusion of

## YOUR DEDICATED TEAM

FOR FURTHER INFORMATION OR ASSISTANCE, PLEASE CONTACT:

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