

IMPORTANT NOTICE

TERMS and CONDITIONS

NOTE: THIS AUCTION IS HELD ONLINE. SOME TERMS AND CONDITIONS DIFFER FROM IN-PERSON AUCTIONS.

Please read and familiarize yourself with these terms and conditions. ***You will be bound by them whether you read them or not!***

The function of Susie Reed, 32 Cattle Company, their associates and the "Sale Company," is to bring the buyer and seller together. NOTE: Due to the auction being online, horses may remain at the Seller's location for 10 days at no charge.

ALL RESPONSIBILITIES, REPRESENTATIONS AND GUARANTEES LIE BETWEEN THE BUYER AND THE SELLER.

ERRORS. Every effort has been made to assure correctness of the catalog. The Sale Company is not responsible for errors or omissions and assumes no liability on its part as to any statements, verbal or written, regarding horses sold. All descriptions in the catalog are representations of the Seller, not the Sale Company.

ANNOUNCEMENTS. In the case of typographical or other errors discovered in the online sale catalog, the Sale Company will announce them and a memorandum will be kept of such corrections which takes precedence over printed matter in the catalog. **BUYERS ARE CAUTIONED TO PAY CLOSE ATTENTION TO THE SALE COMPANY'S ANNOUNCEMENTS.** In the event a horse possesses any defect or condition inconsistent with the limited warranties (*see LIMITED WARRANTIES section below*), **THE SELLER IS SOLELY RESPONSIBLE** for informing the Sale Company of the same immediately and, in any event, prior to sale of the horse so that proper announcements disclosing the same can be made during the sale. **THE SELLER SHALL BE SOLELY RESPONSIBLE FOR ANY OMISSION OF ANNOUNCEMENT** under any and all circumstances.

PAYMENT. THE SALE HORSE CAN NOT BE MOVED UNTIL THE SALE COMPANY HAS RECEIVED PAYMENT IN FULL. **Payment must be made to "Thirty-Two Cattle Company."** Terms of sale are cash, wire transfer, credit card (with a 4% added fee), or check. We suggest and request wiring the funds on the first Monday after sale day. We recommend a wire transfer as the most efficient and cost effective method of payment. We must receive payment by the first Wednesday following sale day; therefore, checks must be sent by FedEx or UPS overnight. Again, we prefer and request payment via wire transfer. All payments shall be made in U.S. currency and on U.S. Banks *only*. BANK DRAFTS WILL NOT BE ACCEPTED. All "returned," or insufficiently-funded checks will be immediately turned over to the Love County District Attorney and charges will be filed.

REGISTRATION PAPERS. All papers will be withheld until payments clear the bank. The Seller shall be responsible for American Quarter Horse Association Transfer Fees. Buyers shall be responsible for all other association transfer fees including, but not limited to APHA, PtHA, PHBA, etc.

RELEASES. Upon receiving payment for a horse, the Sale Company will issue an order to obtain pick up. Buyers are cautioned not to lose these orders. The Seller must make arrangements for care of the horse until it can be picked up.

TRANSACTION DETAILS. The Buyer and the Seller agree they shall be responsible to complete all aspects of the transaction upon the announcement of the winning bid, and the Sale Company shall not have any responsibility or liability for delivery, care, payment, cure for a failed payment, or any other detail necessary to complete the transaction for the horse. The Sale Company is responsible only to forward to the Seller a payment received from the Buyer after appropriate deductions.

DEFAULT. If any person shall be the last bidder on a horse and not pay for it as prescribed above, nothing shall prevent the Sale Company or the Seller from compelling the Buyer to pay for it if the Sale Company or the Seller shall so deem fit.

LIMITED WARRANTIES. The Seller is responsible for all representations or warranties, expressed or implied, concerning

the condition of the horse, and Buyers should satisfy themselves concerning the condition of any horse they purchase. Except as otherwise announced by the Sale Company at the time of sale, the Seller of each animal represents and warrants to the Buyer and the Sale Company the following: (1) Title of the horse free from all adverse claims to ownership, use, or possession; (2) The horse is sound of eyes and wind; (3) The horse is not a "cribber" or "wind sucker;" (4) The horse has not been nerved or have navicular disease, or is foundered; (5) Any horse that has an overbite (parrot mouth) must be announced; (6) The sex or condition as a gelding or ridgeling is as described in the sale catalog or announced at time of sale; and (7) Any horse which, at time of sale, is described as a colt and does not, at such time, have two testes descended to the scrotum, must be announced. Warranty with respect to descended testes does not apply to any horse sold prior to July 1 of his yearling year. If any of these conditions are announced, the Seller is held harmless for the condition. Except for the foregoing limited warranties, each horse is sold by the Seller **WITHOUT WARRANTY AND WITH ALL FAULTS**. Any other radiographic defects WILL NOT constitute right for refusal. Every horse is sold under this rule.

ALL SALES ARE FINAL. All sales are binding. No horses are subject to a voidable sale and no refunds shall be made except as stated in these terms and conditions (*see Buyer's Limited Right of Return*).

BUYER'S LIMITED RIGHT TO VOID A SALE. The Buyer's limited right to decline acceptance of any horse purchased shall be governed by the following terms and conditions: any horse sold in the sale which has a condition covered by limited warranties or a condition that must be announced and which was not so announced shall be subject to the Buyer voiding the sale, with a refund of the purchase price if already paid. **THE BUYER MUST PROVIDE WRITTEN NOTICE TO THE SELLER AND A WRITTEN VETERINARY CERTIFICATE**, based on examination by a veterinarian, stating that such a condition exists and that the same existed at time of sale. The Buyer or the Seller shall submit a full copy of same written notice and veterinary statement to the Sale Company.

"AS IS." ALL HORSES ARE SOLD "AS IS."

BROODMARE - PREGNANCY STATUS. The Seller guarantees mares were bred to stallions as indicated in the catalog. There is no guarantee that the mare is or will remain in foal. Any Buyer of a broodmare sold in this sale as **IN FOAL** to a stallion may have her examined. Any broodmare so examined whose pregnancy status is found not to be as represented at the time of sale is subject to the Buyer voiding the sale and obtaining a refund of the purchase price if already paid.

RISK OF TITLE. Title to the horse effectively passes to the Buyer at the announcement of the winning bid. Risk of loss passes to the Buyer when the Buyer takes possession of the horse. The Seller assumes responsibility for the maintenance and care of the horse until the Buyer takes possession.

COGGINS TEST. All horses in this sale are to be tested negative for Equine Infectious Anemia (Coggins Test) within six months of sale date.