

## TERMS, CONDITIONS AND DISCLAIMER

BY REGISTERING AND BIDDING YOU ARE AGREEING TO THE TERMS AND CONDITIONS!!!

DO NOT REGISTER OR BID UNLESS YOU ARE OVER THE AGE OF 18 AND

IN AGREEMENT WITH ALL TERMS AND CONDITIONS!!!

1. CHOICE OF LAW: THE LAW OF THE STATE OF MISSOURI SHALL GOVERN THE INTERPRETATION OF ANY AND ALL DISPUTES OR OTHER MATTERS RELATING TO THE SUBJECT SALE AND/OR STEMMING FROM THIS AUCTION SALE. VENUE & JURISDICTION OF ALL DISPUTES. ANY AND ALL DISPUTES WHICH MAY ARISE BY VIRTUE OF THIS AUCTION SALE OR STEMMING FROM THIS AUCTION SALE SHALL BE IN THE STATE COURT OF COMMON PLEAS IN GREENE COUNTY, MISSOURI. BIDDER ACKNOWLEDGES THAT NO RELATIONSHIP OF ANY NATURE OR TYPE, AGENT, EMPLOYEE, INDEPENDENT CONTRACTOR OR OTHERWISE, IS CREATED BETWEEN BIDDER AND GOLDHORSEAUCTIONS.COM, AFFILIATED AUCTION COMPANIES, AFFILIATED SOFTWARE COMPANIES AND/OR ANY SERVANT, AGENT OR EMPLOYEE OF THE SAME BY BIDDER'S PARTICIPATION IN THIS AUCTION. BIDDER ACKNOWLEDGES AND AGREES THAT **GOLDHORSEAUCTIONS.COM IS ACTING SOLELY AS THE AGENT FOR THE SELLER IN THIS AUCTION AND IS NOT HELD RESPONSIBLE FOR ANY CONTENT TO ANY HORSE IN RELATION TO SOUNDNESS, SANENESS OR SUITABILITY.**
2. LIMITATION OF LIABILITY – **GoldHorseAuctions.com is an independent contractor** regularly engaged in the business of conducting online timed consignment sales of horses and is recognized as “**sale management**”. These sales provide a public means via live, online video and/or timed auctions, to bring together a seller and a buyer for the purpose of completing the sale of a specified horse. GoldHorseAuctions.com holds no ownership interest in any horse offered for sale, and GoldHorseAuctions.com is **not 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. In the event of any legal dispute between a buyer and seller, GoldHorseAuctions.com will occupy the position of agent for a disclosed principal and stakeholder and will be discharged from all obligation upon delivery of any property and/or funds held, to a court having jurisdiction of such dispute. EACH HORSE OFFERED IN THIS SALE IS SOLD “AS IS” AND WITH ALL DEFECTS.
3. BUYER REGISTRATION/PRE-SALE PURCHASE ARRANGEMENTS - Every potential buyer must pre-register prior to bidding. GoldHorseAuctions.com RESERVES THE RIGHT TO ACCEPT OR REJECT ANY REQUEST FOR BUYER OR OWNER PARTICIPATION ON GoldHorseAuctions.com ONLINE TIMED AUCTION. Non-US Bidders – Foreign buyers are welcome. To participate please note US funds and a

form of positive identification are necessary. **ALL PAYMENTS MUST BE MADE DIRECTLY TO GOLD HORSE AUCTIONS.** Methods of payment accepted from all buyers are:

4. US Bank wire transfer (RECOMMENDED)
5. US Cashier's Check (Overnight Mail)
6. US Money Order (Overnight Mail)

**As an auction WINNER you are required to have made successful payment to the seller within 48 hours** of the end of the auction and work out transport arrangements with the seller of the horse. GoldHorseAuctions.com is not responsible for making these arrangements but can make recommendations to get buyers connected with a trusted shipper.

4. **BIDS – BY PLACING A BID, YOU ACKNOWLEDGE THAT YOUR BID IS A LEGALLY BINDING OFFER TO PURCHASE THE HORSE BEING AUCTIONED. THERE ARE NO CANCELED OR RETRACTED BIDS, ATTEMPTS TO DO SO OR FAILURE TO PAY FOR AN AUCTION WON WILL RESULT IN LEGAL ACTION AS ALL BIDS ARE A BINDING CONTRACT. ONLY BID ON WHAT YOU PLAN TO BUY. DO NOT BE THE HIGH BIDDER ON MULTIPLE HORSES IF YOU ONLY WANT TO BUY ONE.** Buyers who fail in any respect whatsoever to pay for any horse under these terms shall be declared in default. Any horse purchased by a defaulter may be resold by seller at public or private sale without notice for buyer's account. Costs of such resale will be those of the defaulter. Should such resale fail to satisfy the defaulter's account in full, defaulter will immediately pay to seller, the amount owing or be subject to legal suit. The defaulter will be responsible for all costs, including attorney's fees incurred by seller or GoldHorseAuctions.com in collection of amounts owing for horse(s) purchased, or in enforcement or interpretation of this term of sale. In addition any buyer that purchases multiple horses but defaults payment on one or multiple may be subject to seizure of the paid for horse in order to settle the defaulted horse/s account. **ALL SALES ARE FINAL.**
5. **BY PLACING A BID, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS WHICH MAY BE SET FORTH BY GOLDFORSEAUCTIONS.COM AND EXPRESSLY ACKNOWLEDGE AND AFFIRM THAT YOU HAVE READ AND ARE FAMILIAR WITH THE TERMS AND CONDITIONS OF EACH INDIVIDUAL AUCTION AS WELL AS THESE TERMS AND CONDITIONS.**
6. **BONAFIDE BIDDERS –**Every bidder is vetted and confirmed by a Gold Horse Auctions registrations employee. This ensures that all bidders are in fact "real people" and that no "ghost" or "run you up" bidders are registered, which **protects the integrity** of the auction for **both buyer and seller**. In any scenario if an owner/seller is caught placing these kinds of bids, that auction will be ended and the horse will be pulled from the site. We do not allow this type of behavior.
7. **WARRANTIES & EXPRESSED LIMITED WARRANTIES BUYERS ARE ENCOURAGED TO PRE-INSPECT AND ARE CAUTIONED TO CAREFULLY EXAMINE ANY HORSE PRIOR**

**TO BIDDING OR PURCHASING** – Potential buyers, at their expense, have the option to have any veterinary examination performed, that hasn't already been done, on any horse prior to the close of bidding. **BUYERS CANNOT HAVE WHAT IS KNOWN AS A COMPLETE PRE-SALE VETERINARY EXAMINATION OF ANY HORSE AFTER PURCHASE. There is no warranty, express or implied, by GoldHorseAuctions.com or any representative as to the soundness, condition, merchantability or fitness for any particular purpose of any horse offered for sale.** It is the position of GoldHorseAuctions.com that all horses are sold "AS IS" with all existing conditions and defects. Any guarantees announced verbally on behalf of the owner are **strictly between owner/Seller and buyer.** In addition to speaking with the sellers the prospective buyers have **THE OPTION TO GO and TEST RIDE** any horse **BEFORE THEY BID. BEFORE the auction ends is the time to go test the horses out, NOT after you win an auction. ONCE AGAIN BUYER MUST HAVE SUCCESSFUL PAYMENT WITHIN 48 HOURS OF THE CLOSE OF THE AUCTION.**

8. ALL ONLINE DISPLAYED HORSE INFORMATION ERRORS AND ANNOUNCEMENTS ALL ELIGIBILITIES NOTED WITHIN THE GoldHorseAuctions.com AUCTION SITE HAVE BEEN **PROVIDED BY THE OWNER AND HAVE NOT BEEN VERIFIED BY GoldHorseAuctions.com**- The **accuracy of all information regarding all horses is the sole responsibility of the owner.** While certain information may have been procured by GoldHorseAuctions.com from third parties on behalf of the owner, it is nonetheless solely the responsibility of the owner to verify the accuracy of such information. GoldHorseAuctions.com nor any representative thereof, assumes any responsibility or liability for errors or omissions, or for any verbal or written statement regarding the horse sold. **If a prospective buyer is not sure about the displayed information regarding a horse up for bidding, he should immediately consult with the owner.**
9. **BIDDING PROCESS, DISPUTES, MALFUNCTIONS** – GoldHorseAuctions.com reserves the right to reject any and all bids. Should any dispute arise between two or more bidders, GoldHorseAuctions.com shall settle said dispute and that decision shall be absolute, final and binding on all parties. In the event of known equipment malfunction, the auction will be stopped. If the malfunction has not affected the sale of horses sold prior to the malfunction, they will be considered sold. The auction will proceed upon correction of the malfunction. **When bidding on a horse as a bidder you have the option to compete in the auction and place one bid at a time or just put in a maximum bid and allow the proxy bid software to bid the lowest amount possible on your behalf each time you are outbid. Max bids are confidential to that bidders account.** Regardless of the amount that a bidder enters as their Max Bid the bidder only pays the final bid amount. (Example Bidder has \$25,000 set as their max bid but the final winning bid is \$17,250. The bidder only pays \$17,250 as their max bid is confidential to their account and is NOT viewable by the public) Each auction will have a scheduled end time/date but be aware that **during the last 10 minutes of the auction that 2 minutes will be added to the clock every time that a bid is placed** so that there is no chance of a last-second "sniper" bid which is so common on other bidding sites (such as Ebay) as time expires.

10. TITLE AND RISKS - Title transfers immediately to the buyer at the final and winning bid. Title transfer includes **all risk** of loss including but not limited to illness, injury or death of the horse. Additionally, at title transfer, the **buyer assumes all responsibility** for the care and maintenance of the horse, for any loss or damage to property and for injury or death of persons caused by the horse, buyer or buyer's employees. **Additionally, the buyer agrees to hold harmless GoldHorseAuctions.com for such loss or damage.** TITLE AND RISKS ARE ASSUMED BY THE BUYER WHETHER OR NOT SETTLEMENT AND DELIVERY HAVE BEEN MADE. THIS SHALL ESPECIALLY BE THE CASE WITH PURCHASES MADE BY PHONE OR ONLINE.
11. LIEN/SECURITY INTEREST - To secure the payment of the purchase price and expenses for any horse purchased, together with all other indebtedness owed or hereafter owing by the buyer to seller the buyer hereby grants a purchase money security interest and lien in and to each horse and all accounts, contract rights, registration papers, breeder's certificates, records, general intangibles, proceeds and products relating thereto.
12. BY USING THIS SITE, user agrees not to hold Gold Horse Auctions (GHA) or related parties liable for any issues and user understands GHA doesn't own or represent the horses. GHA is just the marketing agent.  
In the event of technical issues within the last 5 minutes of an auction preventing you from placing your bid, please contact the site within FIVE MINUTES of the end of the auction. All decisions are at the sole discretion of the site.  
If an auction ends due to technical difficulties, Gold Horse Auctions will make the final determinations of the outcome and solution. All decisions are final.
13. TRANSFERS/REGISTRATION CERTIFICATES - NO REGISTRATION CERTIFICATES FOR PURCHASED HORSES WILL BE RELEASED UNTIL AFTER PAYMENT IS RECEIVED AND CLEARED. THERE IS ABSOLUTELY NO EXCEPTION TO THIS RULE. ALL PAPERWORK WILL BE HELD BY SELLER UNTIL BUYER'S PAYMENT BECOMES UNCONDITIONAL PAYMENT.
14. POST SALE REMOVAL - **All sold horses must be removed from the sellers property in a timely fashion** as agreed between buyer and seller. **Sold Horses on the sellers property remain at the risk**, responsibility, and expense of the buyer. Any delays in TRANSPORT must be pre-approved by seller OR You may pick up your purchase in person. Each seller will be able to work with the buyers TO ARRANGE TRANSPORTATION at buyers expense with a TRANSPORT company if needed, to any state or Canada. International TRANSPORT is also an option at buyers expense. **All buyers are encouraged to insure their purchases as soon as the auction closes.**

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