

**IMPORTANT NOTICE
TERMS AND CONDITIONS OF SALE**

This sale and all sellers, consignors, agents, owners, prospective bidders or purchasers, and all other interested parties are governed by these Terms and Conditions of Sale and all announcements made from the auction stand or otherwise. Making a bid evidences your acceptance of and agreement to these terms and conditions and announcements.

AS IS:

ALL HORSES ARE SOLD AS IS WITH ALL FAULTS AND DEFECTS. The buying and selling of horses, especially horses purchased to serve as racehorses or broodmares, inevitably involves substantial risk. **AS A BIDDER, YOU AGREE TO ACCEPT THAT RISK. THE COMPANY ACCEPTS NONE OF THAT RISK. IF YOU CANNOT ABIDE BY THESE RULES, PLEASE DO NOT BID ON ANY HORSES AT THIS SALE.**

PAYMENT TERMS:

(a) Cash. Unless the Sale Manager has authorized other terms in writing, all sales are for cash (United States currency, wire transfer, cashier's or certified check). Payment must be made within thirty (30) minutes after the fall of the hammer. Pay the Company cashier in all cases. In no event should any part of the purchase money be paid by the purchaser directly to the consignor or any other person. No part of any payment made by the purchaser to the consignor or any other person will be credited to the purchase price and consequently no such payment will entitle the purchaser to obtain any horses.

(b) Credit. In limited circumstances and in his sole discretion, the Sale Manager may approve in advance credit for specific purchases pursuant to a credit application. In instances where credit has been approved by the Sale Manager, bidders are cautioned that approval of credit is for specific transactions only; therefore, approval of credit for prior sales or transactions does not establish credit for purchases at subsequent sales or for subsequent transactions at the same sale. Bidders must clear outstanding accounts and establish credit at this sale prior to bidding.

(i) Credit Terms. Terms of all credit sales (except as set forth in paragraph (v) below) shall be payment in full within fifteen days of the sale. Any purchase not paid for in full within fifteen days after sale shall be in default and subject to a late payment penalty of 1-1/2% per month (compounded monthly) from the last day of sale on all accounts owing at fifteen days until such accounts have been paid in full. In the event legal action is required to collect past due amounts, all costs and expenses of such action, including attorney fees, shall also be the obligation of purchaser and shall be added to his account. Expenses of caring for horses purchased shall also be added to the account. No registration papers will be released until the purchaser's total account, including all purchases, has been settled in full. Standardbred reserves the right exercisable by Standardbred in its sole and exclusive discretion, which shall be final and binding upon all parties, to (1) refuse to extend credit, or (2) refuse the opportunity to bid or refuse to accept the bid of anyone who has not established credit with Standardbred, or (3) require either collected funds to be on deposit with Standardbred or an irrevocable letter of credit acceptable to Standardbred, or any combination of the foregoing. Standardbred retains the right, at any time and for any reason, including but not limited to Standardbred's arbitrary determination, to revoke any credit previously established and to impose such terms as it may deem appropriate. Bidders are cautioned that, as stated in subparagraph (b) immediately above, the fact that they may have been granted credit at a prior sale does not mean they automatically have credit at this or future sales. Credit must be re-established at each sale.

(ii) Insurance. All purchases made on an approved credit basis must be insured by purchaser for the full amount of the purchase price with no deductible, on a full mortality basis, for the benefit of Standardbred. Accordingly, "Standardbred Horse Sales Company" shall be named loss payee on all insurance policies required by this subparagraph until the insured horses have been paid for in full. The policies shall provide for not less than thirty (30) days' advance written notice in the event of cancellation or any amendment thereof. **Purchaser hereby appoints the Company as his, her, or its attorney in fact to endorse any draft for proceeds thereof on purchaser's behalf.** The cashier will not release the order for delivery of the horse until evidence of this insurance is delivered to the cashier. In the event purchaser fails to comply with this requirement or coverage lapses, the Company may secure such insurance at Purchaser's expense.

(iii) Security Agreement. All extensions of credit are on a secured basis. Execution of the confirmation of sale slip by the purchaser evidences purchaser's agreement to attachment of a purchase money security interest in and lien upon the horse purchased, its USTA certificate of registration, any applicable stallion mating certificate, and any products and proceeds of the horse or certificates, in favor of the Company to secure payment of all amounts due hereunder. Purchaser acknowledges the Company's right to exercise any rights and remedies of a secured party under the Uniform Commercial Code, including the rights to repossess and to resell the horse. In addition, purchaser hereby appoints Company as attorney-in-fact to prepare, execute, and file any financing statements or other documents necessary to perfect or enforce the security interest created herein.

(iv) Transfer and Judgment in Event of Default. In the event of nonpayment by purchaser hereunder, purchaser (by execution of the confirmation of sale slip) agrees: that **the Company, by its attorney or by the prothonotary or clerk of any court, may appear for purchaser and confess judgment against purchaser in favor of the Company for the amount due plus cost of suit and other actual collection costs including attorney fees; and the purchaser hereby irrevocably appoints the Company as attorney in fact to execute on purchaser's behalf any document, including a USTA transfer slip, for transfer of ownership and/or registration of the purchased horse to the Company or its designee.** By so agreeing, purchaser authorizes the Company to obtain a judgment against purchaser or transfer the purchased horse without purchaser's prior knowledge or consent and without an opportunity to raise any defense, set-off, or counterclaim. In the event that Standardbred institutes any collection action against purchaser arising from this transaction, purchaser agrees to pay all cost incurred by Standardbred as a result of such collection action, including but not limited to filing fees paid to various offices at the courthouse, ancillary charges such as service costs and stenographic fees, and reasonable attorney's fees, which term shall mean the greater of actual attorney fees, \$2,500.00, or ten percent (10%) of the amount owed by purchaser to Standardbred. For purposes of the exercise of these rights, Pennsylvania law shall apply. The person or entity bound under the signature on the Confirmation of Sale shall remain liable in every respect, even if the Company agrees to re-bill a purchase at any time after the time of sale.

(v) Arrangement with Consignor. If a purchaser and consignor make a separate credit arrangement, it is their joint responsibility to present written confirmation of this arrangement, signed by the consignor, to Standardbred. Standardbred must have possession of the written confirmation before the conclusion of the sale. If written confirmation is not received by Standardbred before the conclusion of the sale, the purchase price plus any late payment penalty or other costs or expenses of collection will be the sole responsibility of the person signing the confirmation of sale slip and immediately due and payable to Standardbred. In any event, Standardbred shall have no responsibility regarding enforcement of separate purchaser-consignor agreements.

(vi) Disclaimer of Implied Duties. Standardbred's duties and obligations shall be strictly limited to those that these Terms and Conditions expressly impose on Standardbred. All other duties and obligations, including fiduciary and other duties that the operation of law might otherwise impose on Standardbred, are hereby expressly disclaimed.

(c) Payment Procedure.

(i) Checks. Payable in U.S. funds. Personal checks will only be accepted at this sale pursuant to the Cashier's procedures. Persons desiring to purchase horses for the first time with the use of personal checks should present letters of introduction from their banks. Prospective purchasers may save time, trouble and expense by using currency or bankers checks drawn on banks acceptable to the Company.

(ii) Exchange Rates. Purchasers should use current United States funds for all payments. Foreign currency and foreign drafts are subject to discount as exchange rates fluctuate; therefore, if Standardbred elects to accept payment in foreign currency, it reserves the right to collect any shortfall determined upon conversion to United States funds as if a default had occurred.

(d) Release of Horses. Upon and only upon full and final payment to the cashier or written approval of credit for the horse by the sale manager, the cashier will issue an order which shall be presented by the purchaser to the stable manager for delivery of the horse. Purchasers are cautioned not to lose these orders, as they entitle bearers to possession of the purchased horse.

(e) Release of Registration Papers.

If payment is made at the sale by purchaser in cash, wire transfer, or cashier's check, and if registration papers are available, registration papers will be delivered to purchaser upon payment in full.

If payment is made in any manner other than as described in the previous paragraph, then registration papers will not be released until final payment has been received by the Company.

If credit is extended to purchaser at the sale as described above, after payment for purchaser's full account has been received by the Company and has cleared, registration papers will be mailed to purchaser at the address provided by purchaser.

Notwithstanding anything else in these Terms and Conditions, if purchaser buys a whole or part interest in one or more horses at the sale (whether through individual or entity capacity), no registration papers will be released until payment for all interests in horses purchased by purchaser has been received by Standardbred Horse Sales Company and has cleared.

BIDS AND BIDDING:

(a) Standardbred specifically reserves its right to exclude any persons whomsoever from the auction area and all premises or lands controlled by Standardbred. In addition, notwithstanding any contrary provisions of these Terms and Conditions (if any), Standardbred further reserves the right to refuse to accept, to reject, or to ignore any bid(s) from any person whomsoever, or to take any combination of these actions, even if credit has been approved or even if payment has been tendered or may be believed to be forthcoming. Neither exclusion of persons nor refusal, rejection, or ignoring of bids shall be based on race, sex, color, or creed. By accepting the license granted by Standardbred to the public to attend this sale, each individual agrees to be bound by this condition of sale.

(b) Minimum Bid. There shall be a minimum bid or "upset price" of \$1,000 for each horse sold. Unless the bid reaches \$1,000 no sale shall occur, the horse shall remain the property of the consignor, and the auction shall pass to the next hip number.

(c) **Title.** The highest bidder shall be the purchaser when a horse is struck down to him. Title passes to the purchaser at the fall of the auctioneer's hammer, at which time purchaser assumes all risks, responsibility, obligations and expenses relating to the horse.

(d) Resolution of Disputes. If any dispute arises, the auctioneer shall immediately resolve it and his decision shall be absolute, final, and binding on all parties. **The Company and the auctioneer reserve the right to reject any and all bids and may refuse the opportunity to bid to any person.**

Horses at this sale are offered and sold under the laws of the Commonwealth of Pennsylvania regarding auction sales. Pursuant to those laws, the right to bid is reserved for all sellers unless otherwise announced at the time of sale. The Company cautions all persons against bidding unless they are prepared to comply with these terms and conditions and the laws of Pennsylvania.

If a horse is put up for sale a second time, owing to the dereliction of a bidder, the horse will be sold by the auctioneers at their discretion and the derelict bidder will be liable for a ten percent commission charge by the Company on the amount of the second sale, any shortfall in price between the first and second sale, and any other liabilities specified by law. In addition, prior to such second sale, the Company may require the derelict bidder to post the first purchase price as security for the second sale. The same procedure shall apply if the horse is put up for sale again, owing to the dereliction of a bidder at the second sale or any subsequent sale.

(e) Designation of Agency. Persons acting as agents must file with the sales manager letters of authorization from their principal stating that the agent is acting on the principal's behalf and that the principal will be responsible for agent sales or purchases. Standardbred reserves the right (i) to refuse to recognize any proffered letter of authorization for any reason, including its own arbitrary decision, and (ii) in its sole discretion to require that a letter of authorization be notarized.

(i) Authorization on File. All persons acting as agents pursuant to a filed authorization are responsible for ensuring that their principal either has approved credit or makes settlement for each horse purchased within thirty (30) minutes after the fall of the hammer. By signing the Confirmation of Sale, regardless of the form of the signature, and even in the case of a filed authorization, a person acting as agent agrees to be personally liable with the principal for the full purchase price of the horse purchased if the principal either (A) lacks adequate Company-approved credit or (B) fails to make settlement for the full purchase price within thirty (30) minutes after the fall of the hammer.

(ii) Authorization Not on File. An individual who is the successful bidder for a horse and has not filed letters of authorization accepted by Standardbred becomes the purchaser of the horse, and shall be personally responsible for payment and all other conditions relating to purchasers. Because of inherent uncertainty, other representations of agency will not be recognized.

(f) Execution of Confirmation of Sale. Upon the fall of the auctioneer's hammer, the successful bidder shall execute a confirmation of sale, a copy of which is reproduced as part of these Terms and Conditions. If a person other than the successful bidder (as determined by the auctioneer) executes the confirmation of sale, that execution shall not impair the rights of the successful bidder. Refusal by a successful bidder to execute any pertinent confirmation of sale shall constitute a dereliction entitling the Company to exercise any or all of its rights, including resale.

In addition to recognition of and agreement to the security interest in favor of the Company, the ability of the Company to endorse insurance proceeds drafts and registration papers, and entry of judgment by confession, by executing the confirmation of sale slip purchaser agrees that service of any notice, process or pleading in any action or proceeding arising out of or in connection with the sale of any horse hereunder is properly made if a copy is mailed to purchaser at the address set forth on the confirmation of sale slip by certified mail, postage prepaid, return receipt requested, or overnight courier, and purchaser hereby consents to the commencement by Standardbred of any action or proceeding against purchaser in any court within the Commonwealth of Pennsylvania or in the United States District Court for the Middle District of Pennsylvania by service of process as set forth above, and purchaser agrees that any of those courts shall have jurisdiction with respect to the subject matter hereof, personal jurisdiction over the purchaser, and that venue shall be proper. Notwithstanding the foregoing, the Company in its discretion may also initiate proceedings in the courts of any other jurisdiction in which purchaser may be found or in which any property of purchaser's may be located.

(g) On-Line Bidding Terms and Conditions. IMPORTANT: These terms and conditions apply to all online bidding at sales ("Online Bidding") conducted by Standardbred Horse Sales Company. (the "Company"). By registering to participate in an auction sale (a "Sale") or by placing a bid via Online Bidding, you expressly agree to these terms and conditions, which shall constitute a legally binding agreement between you and the Company.

These Online Bidding Terms and Conditions are supplemental, meaning that they shall apply in addition to the general Terms and Conditions of Sale and other terms and conditions applicable to bidders and buyers participating in the subject Sale (collectively, the "Bid Conditions") and shall be deemed incorporated by reference and made a part of the Bid Conditions for such Sale. The general Bid Conditions are published in the catalogue for the Sale (the "Catalogue") and on our web site www.theblackbook.com, among other places. Additional information applicable to the Sale may also be set out in the Catalogue, on our web site, and/or in a notice displayed at the Sale venue, and it is your responsibility to review that information. Please be aware that announcements affecting the Sale may also be made orally before and during the Sale without prior notice, and you will also be bound by those announcements. In registering to bid at any Sale, you agree to the Bid Conditions.

Further, by placing a bid via Online Bidding, you will be deemed to have executed and agreed to the terms contained in the Confirmation of Sale, a copy of which is included in the Catalogue. The Confirmation of Sale confirms, among other things, your grant to the Company of a security interest in the purchased horse, consent to jurisdiction and consent to a confession of judgment.

References in this document to "Company", "we" or "us" mean Standardbred Horse Sales Company, and any successors and assigns thereto. References herein to "you" and "your" mean the person or entity registering to bid or bidding in a Sale via the Online Bidding service.

As in the live auction, ALL HORSES ARE SOLD AS IS WITH ALL FAULTS AND DEFECTS. The buying and selling of horses, especially horses purchased to serve as racehorses or broodmares, inevitably involves substantial risk. AS A BIDDER, YOU AGREE TO ACCEPT THAT RISK. THE COMPANY ACCEPTS NONE OF THAT RISK. IF YOU CANNOT ABIDE BY THESE RULES, PLEASE DO NOT BID ON ANY HORSES AT THIS SALE.

(i) REGISTRATION

(A) Before you can bid via Online Bidding, you must register to bid online. The registration page can be accessed by clicking here [www.theblackbook.com]. Please note that you must be registered at least 72 hours prior to the start of any Sale or you may not be able to bid online in that Sale. For purposes of these Bid Conditions, registration means you must manually execute the forms contained in the registration packet and receive confirmation of your Online Bidding User ID and password; sending notification of your desire to register through the website or otherwise does not constitute registration. The Company's approval of your registration is a prerequisite to your use of Online Bidding.

(B) Once you have registered you should keep your account details strictly confidential and you must not permit any third party to use or access your account on your behalf or otherwise. You will be liable for any and all bids made via your account.

(C) You will need to register separately for each Sale in which you wish to participate.

(ii) ONLINE BIDDING PROCESS

(A) Once you have successfully registered for Online Bidding in a Sale, you will be eligible to bid online at that Sale.

(B) A live auction is by its nature fast-moving and bidding may progress very quickly. The procedure for placing online bids is therefore a one-step process; you can bid for a horse by clicking the Bid button. A bid is considered a binding offer to purchase the horse at the bid price. Each bid shall be final and binding as soon as you click the Bid button. Bids cannot be retracted, amended or conditioned. **The auctioneer shall have absolute discretion as to which bids will be accepted.**

(C) The current bid will be displayed on your screen during the Sale. In the event of a tie between a bid placed by you online and any other identical bid(s) (including bids made in person at the Sale, telephone bids, absentee bids, and other online bids), it will be at the auctioneer's discretion as to which bid shall be accepted.

(D) You can bid by clicking on the bid Button shown on your online screen. You also have the option (but not the requirement) of entering an initial bid manually. After entering the initial manual bid (if any), all succeeding bids may be made only by clicking on the bid Button. If you intend to make a manual bid, you are encouraged to listen to the audio portion of the feed and make manual bids in conformity to the announced bidding increments because non-conforming bids are unlikely to be accepted by the auctioneer.

(E) You acknowledge that you are bidding in a live auction and you agree that each bid submitted as provided in these terms and conditions is irrevocable and cannot be amended or corrected, even if submitted in error and notified to us. You accept full liability for all bids submitted via your Online Bidding account (including the liability to pay in full and on time in accordance with the Bid Conditions for any horse that is the subject of a successful bid submitted from your account).

(F) Please note that Company reserves the right to reject a registration to bid online, withdraw its permission for you to use Online Bidding, or terminate an Online Bidding account, for any reason at any time prior to, during or after a Sale.

(G) All bidding for the Sale will be in U.S. Dollars.

(iii) AFTER THE SALE

(A) Your Online Bidding screen will indicate whether you were the successful bidder. In addition, you may check the results that are published by the Company online during and after the Sale. Please click here to go to the auction results page at www.theblackbook.com.

(B) You agree to immediately pay for and collect any horse that is the subject of a successful bid submitted by you or from your Online Bidding account, in accordance with the Bid Conditions. You are responsible for making all arrangements with respect to the care and custody of a purchased horse. Neither consignors nor the Company have any capacity to care for a horse after purchase and horses must be removed from the Sale premises by the purchaser immediately after Sale.

(C) Please also note the provisions in the Terms and Conditions of Sale regarding Payment Terms, which shall apply to all purchases.

(iv) USE OF THE ONLINE BIDDING SERVICE AND LIMITATIONS OF COMPANY'S LIABILITY

(A) Horses are available for inspection prior to any Sale, and it is for you to satisfy yourself as to each and every aspect of that horse. You are strongly advised to examine in person any horse on which you may bid or have it examined on your behalf before any Sale. **ALL HORSES ARE SOLD AS IS WITH ALL FAULTS AND DEFECTS.**

(B) If you choose to use the Online Bidding service, you do so entirely at your own risk. Access to and use of Online Bidding is dependent upon, among other things, the availability of the internet and the speed and quality of internet connections, and we therefore encourage bidders to attend Sales in person whenever possible.

(C) The content displayed via the Online Bidding service may contain inaccuracies and typographical errors and we do not warrant the accuracy or completeness of the content or that any defects will be corrected. Any reliance on any such content, advice, statement, or other information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Online Bidding service and to make any changes to the features, functionality or content of the Online Bidding service at any time.

(D) Access to the Online Bidding service is made available as a convenience and on a temporary basis, and we reserve the right to suspend or terminate any aspect or feature of the Online Bidding service (including the Online Bidding service in its entirety) at any time, with or without notice. Without limiting the foregoing, we may suspend access to Online Bidding to carry out scheduled or unscheduled maintenance or for any other reason at any time.

(E) By accepting the Bid Conditions, you consent to the Company collecting personal information about you for purposes of Online Bidding and you further consent to the Company providing such personal information to the seller/consignor of any horse you purchase.

(F) WE ACCEPT NO LIABILITY FOR ANY FAILURE OR DELAY IN EXECUTING BIDS OR ANY ERRORS CONTAINED IN BIDS PLACED VIA THE ONLINE BIDDING SERVICE.

(G) THE COMPANY AND ITS SUPPLIERS PROVIDE THE ONLINE BIDDING SERVICE AND THE COMPANY'S WEB SITE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WE ACCEPT NO LIABILITY FOR ANY FAILURES, DELAYS OR ERRORS CAUSED BY INTERRUPTIONS IN THE AVAILABILITY OF THE ONLINE BIDDING SERVICE OR OUR WEB SITE OR ANY ERRORS OR DEFECTS IN THEIR CONTENT OR FUNCTIONALITY, ANY SOFTWARE AND/OR HARDWARE DEFECTS (WHETHER YOURS OR OURS) AND/OR ANY INTERNET CONNECTION PROBLEMS (WHETHER YOURS OR OURS), AND WE DO NOT REPRESENT OR WARRANT THAT THE ONLINE BIDDING SERVICE OR THE WEB SITE WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

(v) CHANGES TO THESE TERMS AND CONDITIONS

We may from time to time make changes to these terms and conditions. Any changes will be posted on our website at www.theblackbook.com. Please review these terms and conditions regularly to ensure you are aware of any changes made by us. If you use Online Bidding after changes have been made and posted, you shall be deemed to have agreed to such changes. If you do not agree to such changes, you should not make any subsequent use of the Online Bidding service.

(vi) GOVERNING LAW, ETC.

These Companies Online Bidding Terms and Conditions shall be governed by, and construed in accordance with, the laws that govern the general Bid Conditions in respect of the applicable Sale as specified therein, and by the other terms and conditions as are set forth in such Bid Conditions.

CHALLENGES:

All purchasers shall fully inspect each horse that they may purchase immediately after the fall of the hammer. If any condition, alleged warranty, or representation is challenged, other than a matter relating to a gelding, ridgling or cryptorchid covered in "(a) Terms of Sale" below, the matter must immediately be reported to the Sale Manager who shall have the sole right of appointing a person to make examination to determine whether any such condition, alleged warranty, or representation has been breached. The decision of the referee so appointed (and no other) shall be binding upon both the consignor and the purchaser. The Company shall incur no liability from either party due to such decision. Thereafter, and in no event after the conclusion of the sale session at which the horse was sold, no other condition, alleged representation, or warranty may be challenged. Purchasers that fail or refuse to inspect for any reason, including a lack of opportunity for inspection, purchase the horse at their own risk.

In all cases of disputes, purchaser shall deposit the referee's fee with the cashier's office. If the decision is in the consignor's favor, purchaser must pay the referee's fee. If the decision is in purchaser's favor, consignor must take back his horse and pay the referee's fee and the Company's contractual charges, including commission, on the sale.

If no party is willing to take possession of a horse that is the subject matter of a controversy, all interested parties agree that Standardbred may take all such steps as it deems advisable in the maintenance and care of such horse including, without limitation, board, veterinary care, and any other

reasonable expenditures. Furthermore, Standardbred shall have the sole discretionary right, but shall be under no obligation, to sell the horse in controversy at any sale, public or private, and upon such terms and conditions as Standardbred may deem appropriate. Standardbred has sole discretion as to making any announcements concerning the condition of the horse prior to resale. Such sale may be made, in Standardbred's sole and exclusive discretion, with or without notice to the consignor or purchaser. All costs and expenses shall bear interest at 1-1/2% per month, and the party ultimately determined to be the owner of the horse in controversy shall reimburse Standardbred for costs and expenses plus interest thereon. If the horse is resold, all parties agree that Standardbred shall be reimbursed first for all expenses it has incurred in the maintenance and care of such horse and its legal expenses with the balance, if any, to be paid to the consignor.

ABSENCE OF REPRESENTATIONS AND WARRANTIES:

(a) Terms of Sale. All horses are sold "as is" with all existing conditions and defects except that any equine sold in this sale which is catalogued as a colt and not otherwise announced by the time of sale, and is a gelding, ridgling, or cryptorchid shall be returnable to consignor with refund of the purchase price if Standardbred receives a written veterinary certificate to that effect within forty-eight hours after the start of the session in which the equine in question was sold. If consignor's veterinarian disagrees with the finding in purchaser's veterinary certificate, the referee procedure provided above in "CHALLENGES" shall apply. This shall be purchaser's sole remedy in colt/ridgling/gelding/cryptorchid disputes. Purchasers acknowledge that the physical condition of horses is subject to change on a daily basis and, therefore, that time is of the essence. Failure to comply strictly with the notice and time requirements stated here will disallow purchaser's ability to use this procedure. **THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY OR DURABILITY OF ANY HORSES PRESENTED FOR SALE.**

(b) Liability of the Company. The Company neither assumes nor bears any responsibility to any bidder for the accuracy of any statement of fact or opinion appearing in this catalog or made by the auctioneer in reference to any horse. **All such matters are the sole responsibility of the person or persons consigning the horse to the sale.** The Company makes no representation or warranty with respect to the merchantability, fitness for a particular purpose, condition, quality, durability, breeding or foaling date, soundness, identity, medications, veterinary history, or any other quality or characteristic of any horse. Ages, heights, marks, speed, and other information of that character are provided to the Company by consignor, should be recognized as approximations, and the Company does not guarantee them. Bidders should examine horses for themselves since the catalog statement may be in error. **It is the consignor's responsibility to bring all printed errors to the attention of the auctioneer so that any such errors may be announced and corrected. The consignor is at all times responsible for the identity of all horses consigned by him.** Corrections of typographical or any other errors appearing in this catalog by the auctioneer take precedence over the printed matter in the catalog. If an error applies to a portion of a consignment generally, the auctioneer may make one announcement when the affected portion begins to sell, and the correction shall apply to the entire portion. Any dispute concerning any of the above matters shall be resolved between the consignor and the successful bidder only and the Company shall not be made a party thereto.

(c) Broodmares, Broodmare Prospects, and Fillies. All broodmares are sold with service fees paid and with **no** rights to refunds of service fees or return booking guarantees unless specified by consignor in this catalog or announced by the auctioneer at the time of sale. The Company makes no representation or warranty regarding the suitability for breeding of any horse or the in-foal status of any broodmare. Any examination made or information posted regarding suitability for breeding or in-foal status is consignor's sole responsibility.

(d) Engagements. Where a consignor reports futurity or stakes engagements, a memorandum of these engagements is printed under the pedigree of each horse as reported to the Company. The Company is not responsible for any errors, misstatements, or omissions in the engagements so published in the catalog. The Company does not and will not accept any responsibility as to the eligibility of any horse. The consignor is the responsible party for all such statements of eligibility.

Purchaser assumes no liability for future payment in futurity or stakes events. Payments may be made at purchaser's option but must be made when due to keep the entry eligible. All payments when made are forfeits.

ARBITRATION or LITIGATION:

If the Company so elects, in its sole discretion, any controversy or claim arising out of or relating to a sale hereunder must be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the award so rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. If the Company involuntarily becomes a party to litigation among consignors, bidders, or other claimants under these Terms and Conditions, the Company shall be entitled to full reimbursement of its costs, expenses, and attorney fees from the responsible person(s) or entity.

NON-WAIVER:

Any waiver by the Company of strict compliance or performance of any right or remedy or other provision contained herein shall not preclude the Company from exercising or enforcing the same or others at any time or times thereafter. If any provision contained herein shall be held for any reason to be invalid, illegal or unenforceable in any respect, such impairment shall not affect any other provision hereof.

RECORDING AND PUBLICITY:

Notice is hereby given to all participants at this sale that the Company may record any portion or the entire sale by video, audio, photograph, or other means.

Each purchaser and its representatives, successors, and assigns hereby grants to Standardbred, the consignor, and/or breeder of any horse purchased at this sale, and their representatives, successors, and assigns, the absolute right to copyright and publish, use, or reuse the name or performance of as well as any photograph/print film, or videotape footage or audio, digital, electronic, or other reproduction of any horse purchased at this sale, in whole or in part, in the composite or in distorted character, with or without use of names, in color or otherwise, for the purposes of promotion, advertising, trade, or other lawful purpose in any and all media anywhere in the world. Purchaser and its' representatives, successors, and assigns waives any right to inspect and/or approve the finished product or the copy that may be used in connection therewith or the use to which it might be applied.

ACTION BY GOVERNMENTAL AUTHORITY:

The Pennsylvania Farm Show Complex reserves the right to terminate the Company's use of the Complex for "conditions or circumstances, such as, but not limited to, security and safety concerns, prevention of damage to the Farm Show Complex and related facilities," in which event, or in the event of similar action by any other governmental authority, the Company shall have no liability to anyone at or connected with the sale.

EQUINE ACTIVITY IMMUNITY ACT:

You assume the risk of equine activities pursuant to Pennsylvania law. The Company disclaims all such risk.

CISG OPT-OUT:

No issue or dispute arising out of this sale or these Terms and Conditions of Sale shall be interpreted, litigated, or resolved under the Convention on Contracts for the International Sale of Goods.