

COWPONY SALES, LLC TERMS & CONDITIONS

TERMS AND CONDITIONS LISTED BELOW APPLY TO BOTH SELLER AND BUYER

Please read these Terms and Conditions carefully, as they will govern your use of Cowpony Sales, LLC's (CPS) website and auction services. Those who consign and bid are bound by these Terms and Conditions, Entry Form, Health and Fitness Guarantee as amended by any posted notices, which together form the contract of sale between the successful bidder ("Buyer"), CPS, and the consignor ("Seller"). When consigning or bidding on any horse offered by CPS, the Buyer and Seller indicate acceptance of the following Terms and Conditions. Any participation in the auction binds you to agreement of these Terms and Conditions, whether you read or understand said Terms and Conditions. If you do not wish to be bound by these Terms and Conditions, you may not use the CPS website or auction services. All horses sold are subject to the following Terms and Conditions which shall control the mutual, reciprocal duties among CPS, the Seller and the Buyer

1. PURPOSE

- 1.1. The purpose of these Terms and conditions is to
 - 1.1.1. establish sale procedures
 - 1.1.2. facilitate informed bidding
 - 1.1.3. provide for orderly settlement of finances in completion of purchases
 - 1.1.4. allocate rights, responsibilities, and risks
 - 1.1.5. provide for orderly dispute resolution

2. AGREEMENT

- 2.1. I represent and agree that I am of legal age to form a binding contract
- 2.2. I (hereinafter, referred to as Buyer) agree to these terms and conditions, and swear that all the information furnished is true and correct
- 2.3. Buyer agrees to be responsible for any purchase made or actions taken by an Agent authorized by me to act on my behalf
- 2.4. Buyer agrees that this registration to bid is not assignable without the express written approval of CPS
- 2.5. Buyer agrees to make any sale transaction for this entry through CPS
- 2.6. Buyer agrees that if they have the winning, final bid, or accepted bid in auction subject to Seller Confirmation, the Buyer has entered into a binding agreement to purchase the horse

3. BUYER'S RESPONSIBILITY

- 3.1. By placing a bid in this auction Buyer is indicating they have examined or researched a horse to their satisfaction
- 3.2. Prior to Bidding, Buyers may
 - 3.2.1. ask Seller for additional information
 - 3.2.2. make an appointment with Seller to examine the horse at Seller's property
 - 3.2.3. arrange with Seller to have a veterinarian perform a pre-purchase examination
 - 3.2.4. hire an agent or equine professional to inspect and evaluate the horse

4. REPRESENTATION OF HORSE

- 4.1. Seller is responsible for the correct representation of this entry on the entry form, including the description, entry form, health and fitness guarantee, horse information, riding and training sections of this submission, as well as in communication with potential or eventual buyers
- 4.2. Some representations on disposition, training, talent and handling are the opinion of the Seller and given only as an indication of the horse's capability
- 4.3. Buyer should inspect, examine, and research horse to their satisfaction

Initials: _____

- 4.4.Seller is responsible for disclosing any known conditions listed on the Health and Fitness Guarantee
- 4.5.Seller is solely responsible for the accuracy of all information that appears in the online sale catalog and previews.
- 4.6.Buyer and Seller agree to hold CPS harmless from any claims arising out of any such inaccuracies or omissions
- 4.7.Seller has a continuing duty to respond to the Buyer after the sale, in the event of a dispute over Seller's representation of this entry

5. BROODMARES

- 5.1.For mares selling as bred, a veterinarian must check the mare for pregnancy within ten (10) days prior to listing for this sale and a statement of this examination must be provided to CPS
- 5.2.If a mare is known to be carrying twins, it must be disclosed
- 5.3.Any purchaser of a broodmare sold in this sale may have the mare examined by an acceptable veterinarian within five (5) business days from the end of the auction and before the horse leaves the seller's premises
- 5.4.Any broodmare so examined whose pregnancy status is found not to be as represented in the sale catalog, may be returned to the Seller as unsold, and the seller shall pay veterinarian's fee for examination
- 5.5.Any Seller offering mares as being bred with a live foal guarantee or return privileges must furnish CPS, or Buyer, with written acknowledgement of this agreement signed by the stallion owner (or an authorized agent) that such privileges will be honored
- 5.6.If the stallion owner withholds the breeder's certificate until the foal is born, the Seller must furnish a letter, signed by the stallion owner (or an authorized agent), that such certificate is free of any additional costs and indicate how the mare owner will obtain the certificate

6. NO IMPLIED WARRANTIES

- 6.1.There is no warranty expressed or implied by the sales company, sponsors, or Seller, as to the performing soundness, merchantability or fitness for any particular purpose of any horse offered in this sale, other than those made specifically by the Seller. Except as stated in Conditions 4 and 5, **ALL HORSES ARE SOLD "AS IS" WITH ALL EXISTING CONDITIONS AND DEFECTS. RESPONSIBILITY FOR THE REPRESENTATION OF THE HORSE LIES BETWEEN THE SELLER AND THE BUYER**

7. BUYER'S RIGHT TO LIMITED POST-PURCHASE EXAMINATION

- 7.1.Buyer has the right to have a veterinarian perform a limited post-purchase examination, at Buyer's expense, to determine if any of the issues in Condition 4 were not disclosed
- 7.2.The examination must be done within five (5) business days from the end of the auction and before the horse leaves the Seller's facility
- 7.3.This examination will be limited to moving the horse for soundness on riding horses or show horses of any type, and checking the reproductive tract on breeding horses
- 7.4.Positive reaction to flexion tests and hoof testers does not constitute unsoundness, if the horse is moving sound
- 7.5.Radiographs, flexion tests and the use of hoof testers are allowed in a pre-purchase examination, but not in the limited post-purchase exam
- 7.6.If a performance or show horse, or prospect for such, is found to be lame at the time of the examination, the sale of the horse can be rejected without further diagnosis
- 7.7.Any purchaser of a broodmare sold in this sale may have the mare examined by an acceptable veterinarian as a part of this limited post-purchase exam as stated in Condition 5
- 7.8.A horse sold with one or more of the issues described herein and in Condition 4, which was not disclosed at the time of sale can be rejected by the buyer, upon receipt of a statement from a qualified veterinarian, establishing the existence of the condition, within 5 business days of the date of sale and before the horse leaves the Seller's facility
- 7.9.If a sale is rejected, the horse will remain the property of Seller

8. DRUGS AND MEDICATION

Initials: _____

- 8.1. Seller agrees that this entry will not be given any drugs to alter soundness or temperament during this auction, including for presentation in videos, inspection by potential buyer, examination by veterinarian or delivery to buyer
- 8.2. If the entry must receive any medication as a result of an injury or illness, to protect the welfare of the entry or maintenance of any condition, this information must be provided to CPS and be disclosed in the online catalog
- 8.3. Buyer has the right to have a licensed veterinarian draw a blood sample within five (5) business days of the end of the auction and before the horse leaves the Seller's facility
- 8.4. If the buyer makes a claim of misrepresentation of soundness or attitude and the entry tests positive for a drug that could mask such a problem, the entry can be rejected by the buyer and returned at the Seller's expense
- 8.5. Notification of a claim by the Buyer under this Condition must be made to CPS within seven (7) days of the date of the sale, by a written statement from a qualified equine veterinarian explaining the diagnosis of any unsoundness or explaining the behavior problem. Any net funds for the horse in the possession of CPS will be held pending the results of the blood screen

9. RELEASE OF HORSE TO BUYER

- 9.1. Seller shall not release a horse to a Buyer until Buyer has made full payment for the horse and funds have been verified
- 9.2. Once bidding concludes, and CPS has collected payment from the Buyer, CPS will send to the Seller and Buyer, a confirmation email stating such
- 9.3. When Buyer or transporter arrives, they will show Seller their copy of the confirmation email to confirm payment
- 9.4. Buyer or transporter and the Seller will both sign a copy of the confirmatory email and e-mail or text a photo of it to CPS

10. TRANSPORTATION FROM SELLER TO BUYER

- 10.1. Buyer is responsible for cost and arrangements for transportation of horse from Seller to Buyer
- 10.2. Soon after purchase Buyer will contact Seller directly to schedule removal of horse

11. COGGINS REPORT

- 11.1. Seller must provide a copy of a Negative Coggins report drawn within 11 (eleven) months of the closing date of the sale

12. HEALTH CERTIFICATES

- 12.1. Buyer will be responsible for obtaining the Interstate Health Certificate for transportation

13. RISK AND RESPONSIBILITY FOR HORSE

- 13.1. Buyer assumes all risk, responsibility, and expense for the horse at the end of bidding
- 13.2. Seller agrees to provide basic board and care for up to 5 days at no additional charge
- 13.3. Beyond 5 days, Buyer will be responsible to pay for board, at a reasonable cost determined by Seller, plus any other expenses that may be required to maintain the horse until Buyer takes possession or has the horse picked up from the seller
- 13.4. CPS recommends the buyer obtain Full Mortality Insurance on horses immediately after purchase, however, this decision and risk rest solely with the buyer

14. RESERVE AUCTION

- 14.1. This is a Reserve Auction, unless otherwise announced for a specific horse
- 14.2. The right of the seller to bid on their own horse, through the auctioneer or otherwise, is expressly reserved
- 14.3. CPS reserves the right to bid, whether it is on behalf of a Seller for any minimums or reserves, as well as for their own personal purchase

15. DEFINITION OF SELLING OPTIONS

- 15.1. Sell with NO RESERVE or Minimum Price
 - 15.1.1. Will sell to the highest bidder

16. BIDDING & EXTENDED BIDDING

Initials: _____

16.1. Bidding will open and close at a specific time and date, which is listed for each auction

16.2. A SOFT CLOSE bidding system is used

16.2.1. If bids are received within the last 4 minutes on the countdown timer on a horse, an additional 4 minutes will be added on that lot. Only after a 4-minute period passes with no additional bidding will the bidding close. A bidder may place individual bids. Alternatively, a Bidder may place maximum bids where they declare the maximum dollar amount they want to bid, and the computer will bid on their behalf until they have successfully purchased the horse or the asking price exceeds the amount of their maximum bid. CPS reserves the right to bid, whether it is on behalf of a Seller for any minimums or reserves, as well as for their own personal purchase

17. BIDDING ERRORS

17.1. You should make sure to review all bids before and after submitting

17.2. If you mistakenly increase your own bid or make a gross error you must immediately contact the CPS office by email (we must have your request in writing)

17.3. We may not be able to reverse your bid

17.4. We will not reverse bids that have caused another bidder to be outbid

17.5. If you bid on the wrong item we will not reverse your bid

17.6. Please make sure to immediately review your bid. We will not reverse bids after the auction has begun to close

18. PAYMENT BY BUYER

18.1. Once bidding is closed an invoice will be emailed to Buyer

18.2. Payment in full must be made within (3) banking days after the sale is closed

18.3. Pay Cowpony Sales, LLC in all cases.

18.4. Forms of payment

18.4.1. Credit Card (an additional 4% will be added to the final purchase price)

18.4.2. bank wire transfer

18.4.3. cashier's or certified check

18.5. In no case may any part of the purchase price be paid directly to the Seller by the Buyer, as such payment shall not be valid or entitle the buyer to obtain the horse

18.6. A charge of \$100.00 will be made on any check that is returned

18.7. Buyer agrees not to stop payment on check for any reason

19. DEFAULT ON PURCHASE

19.1. If any person shall purchase a horse and not pay for it as prescribed above, CPS or consignor shall have the right to resell the horse or at their option bring legal action

19.1.1. If legal action is pursued the buyer agrees to pay all cost of such suit together with reasonable attorney fees as fixed by the court

19.1.2. In the event of resale, the defaulting buyer agrees to pay all costs of resale and price deficiency, if any

19.1.2.1. Interest of 1-1/2% per month will be charged on the unpaid balance of any account not paid for as set forth in these conditions

20. CPS DOES NOT GUARANTEE PAYMENT BY THE ONLINE BIDDER

20.1. Due to the nature of the electronic transaction CPS cannot guarantee the validity or performance of an Internet bidder.

20.2. Seller understands that CPS does not guarantee the validity, enforceability, payment or collection of any instrument received in payment of the purchase price of any entry

21. PAYMENT TO SELLER:

21.1. CPS AGREES TO MAIL CHECKS TO THE CURRENT OWNER FOR THEIR ENTRY NOT EARLIER THAN FIVE (5) BANKING DAYS NOR LATER THAN FIFTEEN (15) BANKING DAYS FROM THE DATE THE AUCTION ENDS OR ONCE FULL PAYMENT HAS BEEN VERIFIED AND FUNDS CLEAR THE BANK, whichever is later.

21.2. Payment is normally mailed on the 10th banking day after the auction. Payment will be made to Seller, as stated above, providing all registration and health papers are in order, or

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the purchaser has not failed to pay for the entry for any reason, or the sale of the horse is not in dispute.

- 21.3. Seller agrees that if the sale of any entry is not consummated by reason of default of the buyer or otherwise, CPS shall not be liable for the payment or collection of the purchase price or for the return of the entry. In the event a purchaser fails to pay for and receive an entry for which they placed the final bid, CPS shall not be held liable for said sale, but shall have the right to accept the same amount from another person, accept the next highest bid or put the entry up for sale again.

22. REGISTRATION PAPERS

- 22.1. Will be held by CPS until all payments clear the bank (up to 21 days) at which time they will be mailed, with completed transfer reports to AQHA or if another breed to the buyer directly.
- 22.2. Registration Papers may be held by CPS in the event transportation arrangements are not complete, or board fees have been accrued by the buyer
- 22.3. Papers will be released when a horse has been transported and/or all fees have been paid to the seller
- 22.4. If any buyer desires to obtain papers immediately, the horse or horses must be paid for with cashier's or Official Bank check, or bank wire

23. HYPP STATUS

- 23.1. For horses descended from the Quarter Horse stallion IMPRESSIVE, (AQHA Reg. No. 076724): 1.) If horse has been tested for HYPP ("Hyperkalemic Periodic Paralysis"), the Seller shall notify CPS of the results of such test and the results will be stated

24. NO GUARANTEE OF SERVICE

- 24.1. CPS does not guarantee or covenant that the Auction technology, the website or any related services will meet Buyer's requirements or be uninterrupted or error-free.
- 24.2. CPS does not guarantee real-time performance of any service or that it will execute all online or absentee bids

25. WITHHOLDING FUNDS

- 25.1. Buyer and Seller agree that CPS shall not be required to remit to Seller or Buyer, the net proceeds of the sale of any entry which is the subject of a dispute or claim by the buyer, for misrepresentation, fraud or breach of warranty, until such dispute or claim is resolved and the proceeds of the sale have been received by CPS
- 25.2. The responsibility to resolve such a claim lies between the Seller and the Buyer
- 25.3. Notwithstanding any other provision hereof, should a dispute arise between the Seller and the Buyer, CPS may retain its fees and costs and may hold in escrow the balance of any proceeds of sale in its possession, as well as any titles or registration certificates, pending a resolution of the dispute
- 25.4. Any and all legal fees and costs incurred by CPS may be deducted by CPS from the net proceeds of sale still in their possession
- 25.5. Otherwise, the Seller and Buyer shall be jointly and severally liable for the same upon demand

26. DISPUTED CONDITION & BINDING ARBITRATION

- 26.1. In the event of a dispute between the parties, a claim to enforce this Agreement or the allegation of a default, which is not resolved by agreement, the parties waive the right to litigate the issue and agree the matter shall be submitted to binding arbitration, pursuant to the Code ???, using a single arbitrator to be selected by the parties
- 26.2. If the parties cannot agree on the selection of the arbitrator, they shall allow the arbitrator to be designated by CPS
- 26.3. The arbitration shall take place in Sibley County, MN, unless mutually agreed otherwise
- 26.4. In any procedures arising out of, regarding or related to this Agreement, the defaulting party shall pay to CPS, any cost, expense and attorney's fee incurred CPS in such proceeding, in addition to any amounts awarded in such proceedings in the CPS substantially prevails
- 26.5. Buyer or Seller may bring no action, regardless of form, including arbitration, more than one year after the cause of action has accrued

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26.6. Should either party fail or refuse to cooperate upon a demand for arbitration, the arbitrator shall automatically declare the non-cooperative party to be the defaulting party

27. INDEMNITY

27.1. Buyer and Seller release CPS and its representatives, from any and all responsibilities, liabilities, obligations, claims, lawsuits, or legal proceedings arising from the sale of this entry

27.2. If legal action is initiated against CPS involving this entry, the Seller and Buyer agree to fully indemnify CPS from such suit, including legal fees and costs incurred by CPS

27.3. Seller and Buyer agree that CPS may publish sale results including information concerning this sale transaction

28. LIMITS OF LIABILITY

28.1. CPS shall not be liable for lost profits or any incidental, special or consequential damages whatsoever arising out of or in connection with any sale or transaction

28.2. In NO event will the total liability of CPS from all damages, losses, and causes of action resulting from Seller's or Buyer's use of the CPS website or service exceed the largest amount of funds held for their benefit

29. INTERFERENCE:

29.1. Buyer and Seller agree not to use any device, software or routine to interfere with or attempt to interfere with the functioning of this online auction

30. PRIVACY POLICY:

30.1. By registering as a bidder or consigning a horse in this auction, Buyer and Seller agree to the use of Buyer's or Seller's information by CPS. Buyer's or Seller's information will be used by CPS to contact Buyer or Seller and for record keeping.

30.2. In the future we may use email lists to contact Buyers or Sellers. We may do custom email promotions for customers, advertisers, or organizations through our Constant Contact account. If Buyer or Seller wishes to discontinue receiving these emails, contact our office or unsubscribe through Constant Contact

31. SEVERABILITY:

31.1. If any provision or portion of a provision of this agreement is held to be invalid or unenforceable for any reason, such provision or portion of a provision shall be struck and the remaining provisions shall be enforced.

Signed: _____

Printed Name: _____

Date: _____