

## Notice to Buyers and Sellers:

The attention of Vendors and Purchasers is drawn to our revised conditions of sale. These conditions of sale form the basis of the contract between buyer and seller. We advise all prospective purchasers to carefully read these conditions of sale before bidding. The attention of purchasers is particularly drawn to their rights and the procedures and time limit to be completed with in the event of complaint or dispute.

## Conditions of Sale

### Definitions:

“The Auctioneers” shall mean Michael Donohoe & Sons or any parties acting on their behalf.

“The Vendor” shall mean the person, partnership or corporation named in the Entry Form as Owner of the Lot provided that where an owner is not named in the Entry Form or in the case of a partnership the person who enters the Lot for sale shall be deemed to be the Vendor.

“The Purchaser” shall mean the highest bidder to whom the Lot is knocked down subject to the provisions set out herein and shall include a person who is the vendor or member of a per vendor partnership.

“Lot” shall mean and include horses of all descriptions offered for sale by Michael Donohoe & Sons.

“Sales Complex” means any premises being permanent, temporary or otherwise used by the Auctioneers in any Sales.

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1. Michael Donohoe & Sons, their servants or agents shall not accept any responsibility for injury, loss or damage suffered to

persons, animals, goods or property or howsoever arising as a result of any act, omission, default or neglect on their part or

on the part of any owners of horses and/or their agents or visitors to the Sales. They further retain the right to prohibit the entry

to their Complex of any animal which is suspected to be suffering from a contagious disease.

2. Reserves, bidding and private sales:

(i) A Lot entered in the Catalogue and advertised for sale shall not be sold by the owner before the auction of that Lot. Should they fail to reach their reserve, vendors may negotiate privately, and in the event of a sale it must be transacted through the Auctioneers. Anyone found not adhering to this condition of sale will be barred from all future sales.

(ii) There may be a reserved price for any Lot and subject to such reserved price, the highest bidder shall be the Purchaser. Should any dispute arise between two or more bidders the Auctioneers shall adjudicate on the dispute and their decision shall be binding on all parties. At their discretion, the Auctioneers may put up the Lot in dispute for Auction and re-sale.

(iii) The Auctioneers reserve the following rights:

[a] To refuse without reason the bidding of any person;

[b] To bid on their own behalf up to the reserve price; and

[c] To withdraw the Lot from sale at any time before it has been knocked down without disclosing the reserved price.

A Vendor shall not bid or allow anyone else to bid on his behalf for any Lot owned by him except in cases where such Lot is being sold on the dissolution of a partnership.

(iv) Any Lot in the Auctioneers Sales Complex for the purposes of sale or otherwise shall be there at the Vendor's risk provided, however, that where such Lot has been sold it shall be at the Purchaser's risk from the fall of the hammer or time of sale if sold privately. In the event that the purchaser exercises the right of re-examination in accordance with Condition Number 4 sub-section (iii) hereunder, the Lot shall remain at the Vendor's risk until such re-examination has been completed. The Auctioneer shall not be liable for loss, damage or injury caused by a Lot or to a Lot while on their Sales Complex whether by disease, accident or otherwise howsoever arising and whether to a person in charge of such a Lot or to any third party. Any Lot purchased shall be removed from the Sales Complex not later than 24 hours after the date of the purchase and at the Purchaser's expense. The Auctioneers shall bear no responsibility for the maintenance, upkeep or well being of any Lot.

(v) If a Lot is purchased and not paid for, the Auctioneers shall be entitled to retain the Lot until payment is received and in respect of the period of such retention, the Auctioneers shall have a lien upon the Lot for all expenses including freight incurred by them or any Agent acting on their behalf in keeping, maintaining, training, treating or otherwise dealing with the Lot during such period of retention and such lien shall not be lost by reason of the fact that the Lot is kept by them or their Agents elsewhere than in their Sales Complex. A Lot shall not be delivered to a Purchaser until the expenses mentioned have been discharged in addition to the purchase price. Should the Purchaser fail to pay for a Lot, the Auctioneers in their absolute discretion may at any time re-sell the Lot by Public Auction or Private Sale and the deficiency (if any) resulting from such re-sale shall immediately be made good by the defaulting purchaser and in default of a payment it shall be recoverable from the Purchaser as liquidated damages. The Auctioneers or the Vendor of a Lot shall be at liberty to pursue all legal remedies available to them against a defaulting Purchaser to recover the purchase price or any deficiency therein arising from the default.

(vi) No undertaking by the Auctioneers, their servants or agents to take charge of a Lot previous to or after a sale or to forward such Lot to a destination shall be held to impose upon the Auctioneers any legal obligation or vitiate any of the foregoing Conditions. Any person engaged to bring and take away a Lot shall do so at the cost and risks in all respects of the owners of such Lot.

3. Descriptions of a lot and stable vices:

(i) The Auctioneers shall not be liable or responsible for the accuracy of any information set out in the Catalogue or announced from the Rostrum concerning a Lot listed for sale or for any description, pedigree or warranty expressed or implied on its behalf such information being supplied by the Vendor who alone is responsible for its accuracy. The Vendor shall at all times indemnify the Auctioneers in respect of such information supplied. A Lot listed in the Catalogue is sold with its Engagements, Pregnancy Status and/or Produce Record as listed therein or announced from the Rostrum at the time of sale such information being as presented by the Vendor. The Auctioneers will endeavour to have all Catalogue information correctly stated, but the Vendor is responsible for the correction of any error or omission. It shall be the duty of the Vendor to ensure that the Lot is properly described as set out in the Catalogue. In the event of any dispute as to the description or information of a Lot, the Purchaser's remedy shall be against the Vendor and the Vendor's remedy shall be against the Purchaser and the Auctioneers who act as Agents between Vendor and Purchaser shall not be liable as a party in any action or dispute that might arise between the parties.

(ii) Subject to the right of re-examination in accordance with Condition 4 (iii) hereunder a lot is sold either at the fall of the hammer or where a lot is not sold in the ring at the time of subsequent private agreement. These Conditions of Sale provide the basis for the contract between Vendor and Purchaser. Where veterinary examination is requested and the lot successfully passes such re-examination procedure the sale is concluded at that time subject to the following important conditions.

[a] Any Lot which is a habitual wind-sucker, weaver or box walker or has been unnerved or has been tubed or otherwise operated on for unsoundness in wind or has shown any evidence of sweet itch and is not so described is returnable in accordance with Condition 3 (iii) hereof.

[b] Any Lot described at the time of sale as a Colt and does not at such time have two testes descended to the scrotum or is described at the time of sale as a gelding and is at such time a colt or rig is returnable in accordance with Condition 3 (iii) hereof.

(iii) If the Purchaser of any Lot sold with a Pedigree or description contends that it does not correspond with such Pedigree or description, or if he contends that such lot is afflicted with vice as set out in Condition 3 (ii) [a] above then he must notify the Auctioneers within seven days from the last day of the sale at which the Lot was purchased specifying exactly the nature of the complaint that the Purchaser makes in respect of the Lot Purchased. Failure to so notify the Auctioneers shall defeat any right or remedy the purchaser may otherwise have

pursuant to these conditions or otherwise. The Auctioneers shall then nominate a Veterinary Surgeon or other expert to investigate the purchasers contention and the decision of such Veterinary Surgeon or expert shall be binding on vendor and purchaser. In the event that a Lot is returnable by reason of the matters arising herein, the Vendor shall pay to the Auctioneers the cost to the Auctioneers and to the Purchaser of returning the Lot and the amount of any payment under this Condition payable to the Purchaser shall be fixed by the Auctioneers whose decision shall be final and binding on all parties.

(iv) Should any dispute arise between a Vendor and a Purchaser as to any of the matters referred to in the Condition 3 (iii) hereof, it shall be adjudicated upon by the Auctioneer at such time and in such manner as the Auctioneers in their absolute discretion shall think fit and their decision shall be final and binding on all parties. All expenses and charges incurred by such adjudication shall be borne by the party found to be in error. The Auctioneers shall not be liable as a party in any dispute between the Vendor and Purchaser or in any legal action arising thereout.

4. Veterinary certificates and re-examination (See Page 6):

(i) A Lot may be offered for sale in the manner following:

[a] As it stands – meaning that the Lot is sold at the fall of the hammer without a veterinary certificate or right of re-examination.

[b] Subject to re-examination – in which event, the Purchaser shall be entitled to have the Lot examined in accordance with

Paragraph 4 (iii) hereof.

[c] With the benefit of a Veterinary Certificate – meaning that the Lot shall be sold in accordance with the terms and

conditions recited in Paragraphs 4 (ii) and 4 (iii) hereof.

(ii) Where a Lot is offered for sale with a veterinary certificate it must be a veterinary certificate from a panel of approved veterinary

surgeons nominated by the auctioneers. It shall be the Vendors responsibility to ensure that this Certificate is lodged with the

Auctioneer not less than one hour before the expected time of sale. The Certificate shall be available for inspection

by prospective Purchasers and may subsequently be read out from the Rostrum at the time of sale. In the event that a

Certificate has been mislaid or is not available for any other reason at the time of sale, the Auctioneers may in their absolute

discretion decide to postpone the sale or not offer the Lot for sale. In any event, the Auctioneers shall not be held liable to any

party by reason of the non-production of the Veterinary Certificate.

(iii) Once a Lot is purchased, the Purchaser must notify the Auctioneers within 30 minutes of purchase if a re-examination is

required. In such event, the Auctioneers shall arrange for such re-examination at the expense of the Purchaser and such re-

examination will be performed by a member of the panel other than such member who has furnished the original Certificate

and the opinion expressed on re-examination shall be final and binding on all parties. If on such re-examination a defect

is apparent in the lot and such defect has not been referred to in the original Veterinary Certificate and the member carrying

out such examination is of opinion that such defect is of practical significance, then the purchaser may repudiate the said sale.

The decision of the member of the panel who has carried out the re-examination as to the significance or otherwise of any

defects disclosed on such examination shall be final and binding on Vendor and Purchaser.

(iv) A Lot remains at the Vendors risk until completion of the re-examination procedure. Once re-examination has been completed and the Lot has passed such re-examination, such lot is then held to the purchasers risk. Following sale of a Lot by auction or privately, it shall remain the Vendors responsibility:

[a] To ascertain if re-examination has been requested and

[b] To present such horse for re-examination.

(v) Save as herein before provided no Lot shall be returnable.

## 5. BLOOD TEST

The purchaser of all Lots will have the right, within 30 minutes of the fall of the hammer, to request a blood analysis, to detect pain killing, anti-inflammatory or performance altering drugs. If the result is positive the animal is returned and the Vendor shall be barred from all future performance sales.

## 6. Payment:

Payment to Vendors or their authorised Agents, will be made 30 days after the sale in respect of those animals where payment has been received from the Purchaser. In the event of a defaulting purchaser, the Auctioneers shall not be held liable or responsible for any deficiency which may arise on the resale of an uncleared Lot.

The Auctioneers shall use their best endeavours at all times to ensure the completion of a purchase to the mutual benefit of the Vendor and Purchaser. The

Auctioneers shall in their absolute discretion decide the terms and conditions under which a Purchaser shall discharge his payment for any Lot purchased. In the event that the Auctioneers are for any reason unable to secure payment from the Purchaser then the Auctioneers shall not be held liable by the Vendor for the purchase money or any part thereof.

7. Disputes:

Subject to the foregoing Conditions, the Auctioneers act as the Agent of both the Vendor and the Purchaser and to this end, the Auctioneers shall use their best endeavours to act to the mutual benefit of both Vendor and Purchaser. In the event that any dispute arises for whatever reason as between the Vendor and the Purchaser, then the Auctioneers, the Vendor and the Purchaser shall be bound by these Conditions of Sale. The Auctioneers shall not be liable to the Purchaser or to the Vendor in any manner howsoever arising from the sale of any Lot and in the event of any dispute arising in relation to any Lot, the Vendor's remedy shall be against the Purchaser and the Purchaser's remedy shall be against the Vendor. In the event that a dispute arises as between Vendor and Purchaser in respect of any Lot before the Auctioneers have paid over any purchase money, the Auctioneers on being notified of the said complaint and dispute between the parties, shall lodge any purchase money in their possession in an interest bearing Deposit Account until such time as the dispute is resolved as between the Vendor and Purchaser they both acknowledging to the Auctioneers that the matter has been so resolved. It shall be the obligation of the Purchaser to pursue the resolution of the dispute and in default of prosecution of same, the Auctioneer shall, on notice to the Purchaser, be at liberty to pay out to the Vendor any money that was withheld on foot of the Purchaser's complaint, and shall do so unless the Vendor produces evidence to the Auctioneer that legal proceedings have been commenced. In the event that a Vendor or Purchaser initiates legal proceedings, the Auctioneers shall be bound by these Conditions of Sale and by any Order of Court in relation to the matter.

8. Commission and auction fee:

On the sale of a Lot commission shall be paid to the auctioneer at the rate of 2% of the sale price to be paid by the vendor and the rate of 7% of the sale price to be paid by the purchaser. A similar charge will be made for any Lot disposed of between the date of publication of the Catalogue and one week after the date of sale. Full commission is to be paid by the Vendor to the Auctioneers in respect of any Lot returnable and/or returned.

V.A.T. will be charged on all purchasers except (1) The Purchaser is from an E.U. country and is registered for V.A.T. (V.A.T. number must be given to Goresbridge Horse Sales); (2) The Purchaser is from a non-EU country. (Proof of shipment must be given to Goresbridge Horse Sales).