

Conditions of Sale

GOFFS ONLINE SALE (updated January 2021)

A Goffs Online Timed Sale is held subject to the Conditions of Sale set out below. All potential Vendors and Purchasers are advised to read carefully these Conditions. These Conditions take precedence over any previously issued Conditions of Sale.

1 DEFINITIONS

- 1.1 **Goffs** means Robert J. Goff & Co. plc and/or Goffs UK Limited and/or Goffs Bloodstock Sales Limited
- 1.2 **Owner** means the person, partnership, syndicate or corporation named on the Entry Form as the owner of the Lot.
- 1.3 **Prohibited Substances** means any anabolic steroid and/or bisphosphonate and/or any corticosteroid and/or clenbuterol and/or any non-steroidal anti-inflammatory drugs or their metabolites.
- (a) **Anabolic Steroid** means an anabolic androgenic steroid, or a metabolite, an isomer, an isomer of the metabolite or a pro-drug of the substance.
- 1.4 **Purchaser** means the highest Bidder on a Lot at the close of the online auction.
- 1.5 **Purchase Price** is the price in Pounds of the highest bid in the online auction, or the price at which it is sold privately, which is subject to Purchaser's commission and VAT.
- 1.6 **Sale** means the sale by timed online auction conducted by Goffs UK.
- 1.7 **Sale Price** means the price in Pounds sterling to the highest bid in the online auction, or the price at which the Lot is sold privately, which is subject to deductions for commission, entry fee and any other charges which may apply.
- 1.8 **The Panel** means one or more Veterinary Surgeons appointed by Goffs UK.
- 1.9 **Vendor** means the person, partnership or corporation named on the Entry Form as the Owner of the Lot, or, if no Owner is named on the Entry Form, the person who entered the Lot for sale. If the Vendor is not the Owner of the Lot or the legal owner(s) of the Lot, the Vendor shall be deemed at all times and for all purposes to be the servant or agent of the Owner and/or the legal owner(s).
- 1.10 In these Conditions:-
- 1.19.1 The singular includes the plural and vice versa;
- 1.19.2 References to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);

2 THE SALE

2.1 COMMISSION AND FEES

- 2.1.1 An entry fee is payable to Goffs UK at the time of entry by the Vendor for each Lot. The fee is non-refundable.
- 2.1.2 The Vendor will pay commission to Goffs UK equal to 1.5% of the Sale Price).
- 2.1.3 The Purchaser will pay commission to Goffs UK equal to 6% of the Purchase Price.
- 2.1.4 Goffs UK reserve the right to charge full commission of 7.5% from the Vendor in respect of any cancelled sale.
- 2.1.5 Goffs UK reserve the right to charge full commission of 7.5% from the Vendor in respect of any Lot unsold in the online auction which is sold within seven calendar days after the conclusion of the online auction.
- 2.1.6 When a Lot is unsold the Vendor will pay to Goffs UK 2.5% of the reserve price if the reserve price exceeds £20,000.
- 2.1.7 All fees and commissions are subject to VAT at the appropriate rate.

2.2 BIDDING

- 2.2.1 Any bidder must register as a user of Goffs Online in advance of each online sale. Subject to approval by Goffs UK, the bidder will be issued with an agreed bid limit by Goffs UK and a log-in number to access the online auction.
- 2.2.2 The auction shall be conducted in Pounds Sterling.
- 2.2.3 Once a bid has been placed, it cannot be withdrawn.
- 2.2.4 The current bid on any Lot can be found on the Goffs UK website. A validated bid will be confirmed by an email and/or text message sent to the address provided by the bidder. If a higher bid is subsequently placed, this will also be communicated to the under-bidder in the same way. Goffs UK accept no responsibility for the delivery to a bidder of these notifications which is subject to the service provided by the bidder's telephone and internet providers.
- 2.2.5 The time at which the Sale is due to conclude will be shown. However, if a bid is placed within the final five minutes prior to the scheduled conclusion of the Sale, the Sale will automatically be extended for five minutes and this will be repeated until a period of five minutes has passed without a further bid being placed.
- 2.2.6 The Purchase Price of any Lot can be found on the Goffs UK website. An email and/or text message will inform all bidders of the outcome of the sale. The highest bidder at the end of the sale shall be deemed the Purchaser. Goffs UK accept no responsibility for the delivery to a bidder of this notification which is subject to the service provided by the bidder's telephone and internet providers.
- 2.2.7 If any dispute arises between two or more bidders, or between Goffs

UK and any bidder, Goffs UK's decision shall be binding on all parties. At Goffs UK's discretion the Lot in dispute may be put up again for auction and resold, subject to the reserve price in accordance with 3.1 below

3 VENDORS

- 3.1 Vendors are subject to entry fees and commission as outlined in Condition 2.1. All Lots are subject to a reserve price which Goffs UK must have received in writing from the Owner, the Vendor or his agent at the time of entry. This may be altered, in writing, by 12.00 pm on the day prior to the start of the sale. If no instruction is received in writing from the Owner, the Vendor or his agent, the Lot will be offered without reserve.
- 3.2 Each Vendor undertakes that a Lot entered for sale by Goffs UK shall not be sold before the Sale.
- 3.3 Goffs UK will endeavour to have all Catalogue information correctly stated, but the Vendor is responsible for the accuracy of its content and the correction of any error or omission. Goffs UK shall not be liable for any statements made online concerning a Lot. Catalogue descriptions, pedigrees or performances are prepared for them by Weatherbys Ltd. as a service to Goffs UK who are acting in their capacity as agent for the Vendor, and the content or accuracy of any representation or statement are solely made by the Vendor in relation to any Lot. Neither Weatherbys Ltd. nor

Goffs UK accept any liability for any loss resulting from any errors or omissions contained in the catalogue detail.

- 3.4 The Vendor undertakes to ensure that all Lots are correctly micro-chipped and that all Lots from yearlings (after July 1st upwards) have up to date vaccinations in accordance with the Vendors' Sales Requirements. The Vendor undertakes to bear the cost of micro-chipping or vaccinations if any Lot is found not to be correctly microchipped by the conclusion of the Sale.
- 3.5 The Vendor undertakes to upload a copy of the passport of each Lot at the time of entry to show the Lot's information, markings and vaccinations at the time of entry. It will be the sole responsibility of the Vendor to ensure that any Lot's paperwork is in order and the Vendor will bear the cost of any outstanding paperwork whilst Goffs UK will not pay the sales proceeds to the Vendor until the appropriate documentation has been delivered to the Purchaser.
- 3.6 The Vendor undertakes to declare at the time of entry any conditions outlined in Condition 12 below which could otherwise result in the cancellation of the Sale by the Purchaser.
- 3.7 A Vendor or any one person on his behalf may bid for any Lot owned by such Vendor. Where a Lot is stated to be "the Property of a Partnership" or "to Dissolve a Partnership" any partner, syndicate member, co-Owner or other person interested may bid

- on his own behalf either personally or through an agent.
- 3.8 Goffs UK will issue the Vendor a confirmation of sale, allowing the Vendor to release the horse to the Purchaser from the premises where it has been stabled.
- 3.9 Upon receipt of a single written application from the Vendor, Goffs UK will pay to the Vendor the Sale Price of each Lot sold not earlier than 35 days after the last day of Sale or on such date as agreed between the Vendor and Goffs UK. Goffs UK are not under any obligation to place the sale proceeds on deposit prior to the Vendor's Application for Payment. Unless otherwise instructed by the Vendor, Goffs UK will issue payment to the Vendor by way of cheque posted by ordinary post to the address provided by the Vendor on the Application for Payment. Payment to the Vendor in this manner will be deemed to have been made at the time of posting of the cheque by Goffs UK and all payments are sent at the risk of the Vendor and Goffs UK will incur no liability to any party as a result of the non-delivery of the cheque to the Vendor.
- 3.10 In the case of any Lot where a dispute has arisen between the Vendor, the Owner, the Purchaser and/or any third party making any claim in relation to the Lot, or where there are competing claims for payment, Goffs UK may refuse to make payment to the Vendor pending resolution of the dispute.
- In exercising this right, Goffs UK will incur no liability to any party, and no interest shall be payable by Goffs UK on any sale proceeds retained.
- 3.11 When the Owner of a Lot is a partnership or a syndicate and one or more member(s) of that partnership or syndicate is the Purchaser, Goffs UK reserve the right to withhold payment on that Lot until the Purchase Price has been received in full from the Purchaser.
- 3.12 The Vendor shall indemnify Goffs UK in respect of any loss, or liability suffered or costs disbursements or expenses incurred bona fide by Goffs UK by reason of bringing or defending any proceedings which arise directly or indirectly from any breach of these Conditions of Sale by the Vendor or in relation to the sale of the Lot.

4. BASIS OF SALE

- 4.1 There is no term implied that any Lot is of merchantable quality or is fit for training or any particular purpose. Any term, condition or warranty that might be incorporated into or apply to these Conditions of Sale are excluded to the maximum extent permissible by applicable law. It is the responsibility of the Purchaser to ensure that he is satisfied with the condition of any Lot before bidding. Additionally, a Purchaser must make his own enquiries and exercise his own judgement as to

the value of a Lot Lots will be offered for sale in one of the following ways:

- (a) **With a Veterinary Certificate (subject to post-sale Re-Examination)** and dated not earlier than 14 days prior to the Sale, which should be uploaded to Goffs UK by the Vendor no later than 5 days prior to the start of the Sale. If required by the Purchaser, a Lot shall be subject to a re-examination by 5.00 pm on the second calendar day following the Sale, specifically for a clinical examination only and wind testing at the Vendor's premises, by a veterinary surgeon appointed by the Purchaser, providing the Purchaser has notified Goffs UK within 24 hours of purchase that a re-examination is required. Failure to request a re-examination under this Condition will prevent the Purchaser seeking cancellation of the sale. In the event of a difference of opinion between the Purchaser's Veterinary Surgeon and the Veterinary Certificate (s), the Sale may be cancelled at the discretion of the Purchaser, provided notice of cancellation is made by the Purchaser to Goffs UK no later than 24 hours after the Purchaser's Veterinary Surgeon has completed his examination of the Lot. If so requested by the Vendor, Goffs UK may have the Lot examined by The Panel and where the opinion of The Panel does not agree with the opinion of the Purchaser's Veterinary Surgeon as expressed in his certificate furnished, then the opinion of The Panel shall prevail and shall be final and binding on the parties.
- (b) **With a Veterinary Certificate of Pregnancy (subject to post-sale Re- Examination)** (and dated not earlier than 14 days prior to the Sale, which must be uploaded to Goffs UK by the Vendor no later than 5 days prior to the start of the Sale. If required by the Purchaser, a Lot shall be subject to re-examination by 5.00 pm on the second calendar day following the Sale, at the Vendor's premises, by a veterinary surgeon appointed by the Purchaser, providing the Purchaser has notified the Sales Office within 24 hours of purchase that a re- examination is required. Failure to request a re-examination under this Condition will prevent the Purchaser seeking cancellation of the sale. Any Lot offered with a Veterinary Certificate of Pregnancy must also be offered with a Veterinary Certificate, as per Condition 4.1.a. In the event of a difference of opinion between the Purchaser's Veterinary Surgeon and the Veterinary Certificate (s), the Sale may be cancelled at the discretion of the Purchaser, provided notice of cancellation is made by the Purchaser to Goffs UK no later than 24 hours after the Purchaser's Veterinary Surgeon has completed his examination of the Lot. If so requested by the Vendor, Goffs UK may have the Lot examined by The Panel and where the opinion of The Panel does not agree with the opinion of the Purchaser's Veterinary Surgeon as expressed

in his certificate furnished, then the opinion of The Panel shall prevail and shall be final and binding on the parties.

- (c) **With a Veterinary Certificate of Suitability for Breeding (subject to post-sale Re-Examination)** and dated not earlier than 14 days prior to the Sale, which must be uploaded to Goffs UK by the Vendor no later than 5 days prior to the start of the Sale. If required by the Purchaser, a Lot shall be subject to re-examination by 5.00 pm on the second calendar day following the Sale, at the Vendor's premises, by a veterinary surgeon appointed by the Purchaser, providing the Purchaser has notified the Sales Office within 24 hours of purchase that a re-examination is required. Failure to request a re-examination under this Condition will prevent the Purchaser seeking cancellation of the sale. **Any Lot offered with a Veterinary Certificate of Suitability for Breeding must also be offered with a Veterinary Certificate, as per Condition 4.1.a.** In the event of a difference of opinion between the Purchaser's Veterinary Surgeon and the Veterinary Certificate(s), the Sale may be cancelled at the discretion of the Purchaser, provided notice of cancellation is made by the Purchaser to Goffs UK no later than 24 hours after the Purchaser's Veterinary Surgeon has completed his examination of the Lot. If so requested by the Vendor, Goffs UK may have the Lot examined by The Panel and where the opinion of The Panel does not agree with the opinion of the Purchaser's Veterinary Surgeon as expressed in his certificate furnished, then the opinion of The Panel shall prevail and shall be final and binding on the parties.
- (d) If a Veterinary Surgeon appointed by the Purchaser is prevented by the Vendor from examining a Lot in accordance with Conditions 4.1.a, 4.1.b and 4.1.c above, the Sale may be cancelled at the request of the Purchaser.
- (e) All expenses and charges incurred by The Panel in 4.1.a, 4.1.b and 4.1.c above, shall be paid by the Party found to be in error.

5.1 PROHIBITED SUBSTANCES

- 5.1.1 This Condition stands alone and applies to all Lots from yearlings (after 1st July) upwards with the exception of mares that have previously been covered by a stallion.
- 5.1.2 A Purchaser may instruct a veterinary surgeon to take a blood sample from a Lot at the premises of the Vendor, no later than 5.00 pm on the second calendar day after the Lot was purchased, to be tested for Prohibited Substances.
- 5.1.3 Where a blood sample is found to contain Prohibited Substances other than those described on the Pre-Sale Veterinary Certificate, the Sale may be cancelled at the discretion of the Purchaser, who must inform Goffs UK in writing

by 5.00 pm on the tenth calendar day after the Lot was purchased giving specific details of their complaint, supported by a certificate signed by an independent qualified veterinary surgeon and/or a recognised research laboratory.

- 5.1.4 For the avoidance of doubt risk remains with the Purchaser throughout any complaint and only passes back to the Vendor when both parties are notified of Goffs UK's decision to cancel the sale (if appropriate).
- 5.1.5 If any Lot has been removed from Ireland or the United Kingdom prior to the Purchaser making a complaint, it will be the Purchaser's responsibility to transport the lot at their cost within five days to a referee in Ireland, the United Kingdom or France as appointed by Goffs UK.
- 5.1.6 Where a Purchaser elects to return a Lot in accordance with this Condition, Goffs UK shall notify both parties that the contract of sale is cancelled and the Lot will be at the Vendor's risk from such time that he is notified. The Vendor must arrange for the Lot to be collected, and pay for any such transport, and any other reasonable costs incurred by the Purchaser in connection with this Lot, subject to Condition 5.1.7.
- 5.1.7 If the Veterinary surgeon appointed by the Purchaser is unable to take a sample of blood from the Lot (notwithstanding that he has used such reasonable endeavours as are commensurate with the circumstances) the sale

may be cancelled at the Purchaser's discretion.

5.2 PIROPLASMOSIS

- 5.2.1 This Condition stands alone and is separate and distinct from Condition 4 and applies to any Lot described as a yearling (after 1st July of its yearling year) or older.
- 5.2.2 A Purchaser may instruct a Veterinary Surgeon to take a blood sample from a Lot at the premises of the Vendor, no later than 5.00 pm on the second calendar day after the Lot was purchased, to be tested in accordance with the Elisa Test and/or the Piro IFAT test.
- 5.2.3 Where a Lot is not so described, the Lot shall be returnable to the Vendor if the Lot is found to be positive for Piroplasmosis. (For the avoidance of doubt, any sample not found to be negative shall be deemed to be positive).
- 5.2.4 Any Purchaser wishing to invoke this Condition must do so by informing Goffs UK in writing (as per Condition 15) by 5.00 pm on the tenth calendar day after the Lot was purchased giving specific details of their complaint, supported by a certificate signed by an independent qualified veterinary surgeon and/or a recognised research laboratory.
- 5.2.5 The Lot shall be returnable to the Vendor if a further blood sample taken from the said Lot, and tested contains the specified levels of either Theileria equi or Babesia caballi. Goffs UK's decision shall be final and binding on both

Vendor and Purchaser and Goffs UK shall not be responsible for any loss or expense incurred by any Party arising out of its decision.

- 5.2.6 All expenses and charges incurred by such adjudication shall be paid by the Party found to be in error.
- 5.2.7 For the avoidance of doubt risk remains with the Purchaser throughout any complaint and only passes back to the Vendor when both parties are notified of Goffs UK's decision to cancel the sale (if appropriate).
- 5.2.8 If any Lot has been removed from Ireland or the United Kingdom prior to the Purchaser making a complaint, it will be the Purchaser's responsibility to transport the lot at their cost within five days to a referee in Ireland, the United Kingdom or France as appointed by Goffs UK.
- 5.2.9 Where a Purchaser elects to return a Lot in accordance with this Condition Goffs UK shall notify both parties that the contract of sale is cancelled and the Lot will be at the Vendor's risk from such time that he is notified. The Vendor must arrange for the Lot to be collected, and pay for any such transport, and any other reasonable costs incurred by the Purchaser in connection with this Lot.
- 5.2.10 If a blood sample cannot be taken from the said Lot (notwithstanding that the Veterinary Surgeon has used such reasonable endeavours as are commensurate with the

circumstances) the Sale may be cancelled at the Purchaser's discretion.

5.3 FURTHER SAMPLING

- 5.3.1 Nobody may remove a sample of hair, blood or any other testable material from any Lot without specific permission from the Vendor. No sample of hair, blood, urine or other testable material from any Lot, other than as described in Conditions 5.1 to 5.2, shall be used as reason for the return of any Lot.

6 ENGAGEMENTS

- 6.1 A Lot is sold with engagements as announced at the time of Sale. Goffs UK however, accept no responsibility for engagements given or omitted. It will be the sole responsibility of the Vendor to ensure that the relevant documentation is completed and lodged with the Authority in question, but of the Purchaser to cancel any race entry if a forfeit applies.
- 6.2 Goffs UK do not warrant that a Lot is eligible for participation in any breeders' scheme whether European or American.

7 PRIVATE SALES

- 7.1 Any sale concluded between a Purchaser and a Vendor within seven calendar days after the conclusion of the online auction at which the Lot was unsold shall be subject to the Conditions of Sale.

Such transactions must be finalised in writing by the Vendor, the Purchaser and an authorised representative of Goffs UK. The terms of Condition 9 below will apply to the Purchaser.

8 PASSING OF RISK AND TITLE

- 8.1 The Lot will be at the Vendor's risk at all times until it leaves the premises of the Vendor in accordance with Condition 3.8 and Condition 9.3, when the risk shall pass to the Purchaser.
- 8.2 Any Lot sold subject to Re-examination under the terms of Condition 4.1(a), 4.1(b) and 4.1(c) above shall be at the Vendor's risk until the completion of the re-examination.
- 8.3 Notwithstanding the passing of risk in this Condition or delivery of the Lot to the Purchaser, the Vendor shall retain title to the Lot until the full purchase price has been paid to Goffs UK.
- 8.4 Where Goffs UK have paid out the Vendor in accordance with 3.9 above, title of the Lot will vest in Goffs UK on the same terms as 8.3 above.
- ## 9. PURCHASERS
- 9.1 Goffs UK will issue the Purchaser a confirmation of purchase, allowing the Purchaser to remove the horse from the premises where it has been stabled. In addition to Condition 8.1, the Purchaser shall take delivery of the Lot within five days of receiving the confirmation of purchase.
- 9.2 Subject to Condition 9.6, payment must be made in Pounds Sterling by the Purchaser for each Lot on the day of the Sale. Prior to the Sale Goffs UK may agree to other payment terms at their discretion and may allow the Purchaser to remove the Lot before full payment has been received. In the event that payment is not received under the agreed terms, Goffs UK will endeavour to collect the debt by whatever means are deemed appropriate Goffs UK will not accept payments in cash for any Lot.
- 9.3 The Purchaser must take possession of the Lot by 5.00 p.m. on the fourth calendar day following the Sale. If the Purchaser has not taken possession of the Lot by 5.00 p.m. on the fourth calendar day following the Sale, the Vendor may charge an amount not exceeding £70 per day for each day, or part thereof, of subsequent delay.
- 9.4 If a Purchaser has paid for a Lot, and has not taken possession of a Lot by 5.00 p.m. on the fifth calendar day following the Sale, Goffs UK reserve the right to cancel the sale and pay to the Vendor any monies due to the Vendor for the Lot, provided that payment has been received for the Lot by the Purchaser.
- 9.5 No Lot will be raced until it has been paid for in full.

- 9.6 Where a Purchaser bids or buys on behalf of another, the Purchaser must disclose the name and address of his principal when required by Goffs UK and both the Purchaser and his principal shall be jointly and severally liable under these Conditions.
- 9.7 Where the Purchaser notifies Goffs UK after the Sale that a Lot has been bought on behalf of another and asks Goffs UK to invoice that person ("the Nominee"), Goffs UK (at its absolute discretion) may agree to do so, on the basis that the Purchaser and the Nominee will be jointly and severally liable to pay the Purchase Price. The Purchaser's payment obligations in respect of the relevant Lot will only be discharged in the event that the Nominee has paid the whole of the Purchase Price. However, where the Nominee pays part of the sum due but the remainder is unpaid, Goffs UK's claim shall be limited to the unpaid sum.
- 10.2 Goffs UK do not make any representation whatsoever express or implied as to the identity of the Owner or Owners of any Lot at the time of entry, time of sale or at any other time. In the event of any dispute the Purchaser's remedy, if any, shall be against the Vendor and the Vendor's remedy shall be against the Purchaser, and not against Goffs UK who act as Agents between Vendor and Purchaser and shall not be liable as a Party in any action or dispute between them.
- 10.3 Goffs UK reserve the right to charge interest on unpaid accounts at 1.5% per month or part thereof on all accounts which are unpaid 21 days after the date of the Sale.
- 10.4 If for any reason a Lot is purchased and not paid for as hereinbefore provided (notwithstanding if the risk has passed to the Purchaser) then the following provisions shall take effect until payment is received:

- (a) Goffs UK shall be entitled to retain the Lot, and shall have a lien over the Lot and all documents relating to it for all expenses, including freight, incurred by them or any agent of Goffs UK during such period of retention. Such lien may be exercised in respect of any other sum due by the Purchaser to Goffs UK. Goffs UK shall also be entitled to exercise the said lien over any documents in their possession relating to any other Lot or Lots owned by the Purchaser. A Lot shall not be delivered to the Purchaser until the expenses

10 GOFFS UK RIGHTS/ EXCLUSIONS AND LIMITATIONS

- 10.1 Goffs UK, as Agents for the Vendor, reserve the following rights, viz:
- (a) To refuse the registration of any bidder, without giving any reason.
- (b) To bid by themselves for any Lot.
- (c) To withdraw the Lot from sale at any time

referred to above have been paid, in addition to the Purchase Price.

- (b) Goffs UK shall be entitled to repossess the Lot from anyone in possession of it.
 - (c) Should the Purchaser fail to pay for a Lot then such Lot may at any time be resold by public auction, online auction or private treaty, and the deficiency (if any) resulting from such resale shall immediately be made good by the defaulting Purchaser.
 - (d) Nothing in these Conditions shall preclude Goffs UK and/or the Vendor of a Lot from pursuing all legal remedies available to them for the recovering of the Purchase Price from a defaulting Purchaser and all expenses and damages and commission lost resulting from such default.
- 10.5 Goffs UK may at any time, without notice, set off any liability of a Debtor (including but not limited to the outstanding purchase price of any Lot) against any liability of Goffs UK to the Debtor (whether any such liability is present or future, actual or contingent, liquidated or unliquidated and irrespective of the currency of its denomination) and Goffs UK may for such purpose convert or exchange any currency.
- 10.6 Any exercise by Goffs UK of its rights under Condition 10.5 shall be without prejudice to any other rights or remedies available to Goffs UK under these Conditions or otherwise.

11 COMPLAINTS PROCEDURE

The Complaints Procedure applies only in the circumstances set out in Condition 12 below. For the avoidance of doubt, the clinical examinations in Condition 4 above do not apply to this Condition 11

- 11.1 A Purchaser wishing to invoke this Condition must do so by informing Goffs UK in writing (as per Condition 15) by 5.00 pm on the seventh calendar day after the Lot was purchased (third calendar day in the case of Condition 12.1.5 & 12.1.6) giving specific details of their complaint, supported by a certificate signed by an independent qualified veterinary surgeon.
- 11.2 The complaint shall be dealt with by Goffs UK, or their appointee, which may be a veterinary surgeon deemed appropriate by Goffs UK, at such time, at such place and in such manner as Goffs UK deems appropriate. The decision of Goffs UK on the complaint shall be final and binding on both the Vendor and the Purchaser. Goffs UK may have the Lot examined by their appointee and where the opinion of their appointee does not agree with the opinion of the Purchaser's appointee as expressed in his certificate furnished, then the opinion of Goffs UK's appointee shall prevail and shall be final and binding on the parties.
- 11.3 All expenses and charges incurred by such adjudication, as well as the transport and keep costs of any Lot, shall be paid by the Party found to be in error.

- 11.4 For the avoidance of doubt risk remains with the Purchaser throughout any complaint and only passes back to the Vendor when both parties are notified of Goffs UK decision to cancel the sale (if appropriate).
- 11.5 It will be the Purchaser's responsibility to transport the lot at their cost within five days to a referee in Ireland, the United Kingdom, France or the country in which the horse is located at the time of the Sale, as appointed by Goffs UK.
- 11.6 No Lot may be returned for the reasons set out in Condition 12 if it has raced following the Sale.
- ### 12 LOTS RETURNABLE
- 12.1 The Complaints Procedure set out in Condition 11 above will only apply if the information in 12.1 below or if the conditions in 12.2 below are not declared online prior to the Sale starting. In these cases, the Sale may be cancelled at the discretion of the Purchaser.
- 12.1.1 The Lot is not registered with a Stud Book Authority approved by the International Stud Book Committee.
- 12.1.2 The pedigree or description of the Lot does not correspond with the pedigree or description as stated in the Catalogue.
- 12.1.3 The Lot has run at an unrecognised meeting or is on the forfeit list maintained by a recognised Turf Authority
- 12.1.4 The Lot is described as a Colt and does not at such time have both testes palpable (this provision is to apply only to any horse offered for sale after 1st July of their yearling year) and may be so described by Goffs UK as a rig.
- 12.1.5 The Lot is described as unbroken and should have more properly been described as broken and ridden prior to the sale. For the avoidance of doubt a Lot described as driven in long reins will not be returnable under this Condition.
- 12.1.6 The Lot is described as untried and should have more properly been described as tried prior to Sale in the opinion of Goffs UK or their appointee. A Lot will be considered tried if it:
- (a) Has run in any race.
 - (b) Has been catalogued in any previous Breeze-Up Sale.
 - (c) Has appeared on any published Trainer's or Permit Holder's List.
 - (d) Is deemed to have been galloped "upsides" prior to Sale.
 - (e) Is deemed to have been broken & tried prior to Sale.
- 12.1.7 The Lot is subject of a Starting Stalls Test as ordered by the BHA/ I.H.R.B.
- 12.1.8 The Lot is a Broodmare/Filly which has been covered and/or subsequent to any covering has slipped the foal.
- 12.1.9 The Lot does not correspond to the video footage uploaded for the

Lot by the Vendor prior to the Sale.

121.10 The microchip number, markings or vaccinations for the Lot do not correspond to the microchip number passport or vaccinations uploaded for the Lot by the Vendor prior to the Sale.

12.2 Any Lot which:

- (a) is a wind-sucker, (i.e. frequently swallows air whether in association with grasping fixed objects with incisor teeth or not; a crib-biter is not returnable unless the crib-biting is associated with wind-sucking, in which case the Lot is returnable as a wind-sucker); or
- (b) has been operated on for the correction of wind-sucking as defined above; or
- (c) is a weaver; (i.e. frequently swings its head and neck to and fro and transfers weight from one forelimb to the other alternately) or
- (d) is a boxwalker (i.e. frequently walks either backwards and forwards or round and round the box repeatedly in an aimless manner); or
- (e) has been tubed or otherwise operated on for unsoundness in wind (Operations to treat the displacement of the soft palate, including the operations tie forward, cautery of the soft palate, trimming of the soft palate and

myectomy are not operations for the correction of unsoundness in wind within the meaning of this condition); or

- (f) has impaired vision or injury to the eye; or
- (g) is a wobbler; or
- (h) has been unnerved.

13 DISPUTES

13.1 Any dispute arising out of the sale of any Lot in accordance with these Conditions of Sale shall be a dispute between the Vendor and the Purchaser and in no circumstances shall Goffs UK be liable to either party in connection with such dispute.

13.2 Where Goffs UK are brought in as a party to any dispute despite 13.1 above, Goffs UK will be entitled to payment of their legal and other expenses on a full indemnity basis from the party who joins them in.

14 GENERAL

14.1 Goffs UK reserve the right to add, alter or otherwise modify these Conditions of Sale.

14.2 These Conditions of Sale form the entirety of the agreement between Goffs UK, the Owner, the Vendor and the Purchaser and no variation shall be valid or binding unless specifically authorised in writing by two Executive Directors of Goffs UK.

14.3 The Owner, the Vendor and the Purchaser agree for the exclusive benefit of Goffs UK that these Conditions of Sale shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales and, for such purpose, irrevocably submit to the non-exclusive jurisdiction of those Courts.

14.4 The submission to the jurisdiction of the Courts of England and Wales shall not limit the right of Goffs UK to take proceedings against the Owner, the Vendor or the Purchaser in any other Court of competent jurisdiction and the taking of proceedings in one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

15 NOTICES

When any certificate or notice is required to be given to Goffs UK under these Conditions of Sale, it must be made in writing and sent by first class post or emailed to winners@goffssuk.com Any notice required to be given by Goffs UK to the Vendor or the Purchaser shall be sent to the address given on the Entry Form or the bidder registration form. Such notice shall be deemed given on the date of delivery or the second day after posting or on the day of transmission depending whether the notice is sent by hand, post, or email.

Vendor Sale Requirements

(Appendix 1)

This page is referred to in the Goffs UK Conditions of Sale.

A.1.1 Horses-in-Training (Aged two years and upwards): Passport. Flu vaccinations must be up-to-date in accordance with A.1.7. Health certificate in accordance with A.1.8. Horse passport validity see A.1.9.

A.1.2. Three & Four Year Stores: Passport. Flu vaccinations must be up-to-date in accordance with A.1.7. Health certificate in accordance with A.1.8. Horse passport validity see A.1.9.

A.1.3. Mares in Foal: Broodmare Passport (Registered with Weatherbys), Flu vaccinations must be up-to-date in accordance with A.1.7. Pregnancy certificate dated within 14 days of sale and EVA Certificate dated within 30 days of the sale. CEM (Contagious Equine Metritis-Free) Certificate Stating Negative Clitoral swab (fossa and Sinuses) dated within 30 days of sale (the standard Horserace Betting Levy Board certificate should be used as this also refers to other venereal diseases). Health certificate in accordance with A.1.8. Horse passport validity see A.1.9.

A.1.4. Barren Mares: Broodmare Passport (Registered with Weatherbys), Flu vaccinations must be up-to-date in accordance with A.1.7. CEM (Contagious Equine Metritis-Free) Certificate dated within 30 days of sale stating that a negative clitoral swab (fossa and sinuses) has been obtained (the

standard Horserace Betting Levy Board certificate should be used as this also refers to other venereal diseases), EVA Certificate dated within 30 days of the Sale, Health certificate in accordance with A.1.8. Covering Certificate and Breeding Certificates are all mandatory. Horse passport validity see A.1.9.

A.1.5. Potential Broodmares: Passport. Flu vaccinations must be up-to-date in accordance with A.1.7. Breeding certificate dated within 14 days. Health certificate in accordance with A.1.8. Horse passport validity see A.1.9.

A.1.6. Broodmares Covered in a Previous Season: Same documents as Barren Mares except Covering Certificate is not required.

A.1.7. Flu Vaccinations (Condition of Sale 3.4(c)): Two primary injections to be given not less than twenty-one and not more than ninety-two days apart. A booster injection should be given not less than one hundred and fifty and not more than two hundred and fifteen days apart. Thereafter, one injection should be given annually.

A.1.8 Health certificate: Stating that for 14 days prior to the Sale the horse has not been in contact with equines suffering from contagious diseases.

A.1.9 In order for a horse passport to be considered a valid document, it must contain the official pages which allow declaration to be made as to whether the horse is ultimately

(Appendix 1: continued)

destined for human consumption or not. Weatherbys passports issued before the year 2000 and foreign passports (particularly non EU) may need these pages adding in. These additional pages need to be bound into the passport as integral to the document.

A.1.10 French Import/Export (Condition of Sale 3.5) It is the responsibility of the Vendor to ensure that all Import/Export documents have been completed prior to Sale or the lot must be withdrawn. No horse will be offered for sale unless both the Passport & Ownership Card have been lodged in the Sales Office. Goffs UK will return the relevant documentation to France-Galop and will deduct the Export fee from the sale proceeds. Goffs UK will not pay the sale proceeds to the Vendor until the appropriate documentation has been completed.

These requirements may be altered or waived in the absolute discretion of Goffs UK.