TATTERSALLS ONLINE AUCTION
Conditions of Sale

TATTERSALLS LIMITED (hereinafter called "TATTERSALLS") ONLINE AUCTION SALES CONDITIONS OF SALE

These Conditions of Sale apply to all Lots sold by Tattersalls Online Auction Sale from November 2026 onwards. Tattersalls draw your attention to the Tattersalls Online Auction Guidance to Purchasers, Guide to Cataloguing Details and Bloodstock Industry Code of Practice available on the Tattersalls Website.

Special Notice

Tattersalls Online Auction Sale is and is only available to bidders who are bidding/purchasing for purposes relating to their trade or business. Before bidding all bidders are required to demonstrate to Tattersalls' satisfaction that they are and are only bidding for purposes relating to their trade or business.

1. Parties

1.1 The Purchaser shall be the highest bidder acceptable to TATTERSALLS subject to the right reserved by TATTERSALLS to fix a minimum selling price at all or any Sales and subject to any reserve price.

1.2 The Vendor shall be the person or persons stated in TATTERSALLS online sales entry form to be the owner or owners of the Lot.

2. Conduct of Sale - General

2.1 TATTERSALLS shall have absolute discretion to accept or refuse an entry and in the event of TATTERSALLS deciding to refuse an entry, TATTERSALLS shall be under no obligation to provide any explanation for such refusal.

2.2 All Lots offered for sale will be subject to a reserve price which shall be either the minimum selling price or any higher reserve price in respect of which TATTERSALLS have received written notification from the Vendor prior to the time bidding on the first Lot of any online auction sale is scheduled to commence. A Vendor will only be permitted to remove or reduce a reserve price after that time with the express written consent of TATTERSALLS.

2.3 As provided for by Law a seller of a Lot OR any one person on his behalf may bid for that Lot at the auction. The seller shall mean the Vendor or, if different, the owner. Where however a Lot is stated to be "Partnership Property" any partner, syndicate member, co-owner or other person interested there in may bid on his own behalf either personally or through an agent.

2.4 TATTERSALLS reserves the right without giving any reason therefor to reject or ignore any or all bids.

2.5 TATTERSALLS reserves the right to withdraw any Lot before or during any Sale without giving any reason therefor.

2.6 Any reference to the word 'day' or 'days' in these Conditions of Sale means a calendar day including Saturdays, Sundays and public holidays.

2.7 Where the subject matter of any Lot is the sale of a stallion share, breeding right or nomination, the Conditions of Sale shall be deemed amended as set out in Schedule 1 to these Conditions of Sale in respect of that Lot.

2.7.2 Where the subject matter of any Lot is the sale of a racehorse share the Conditions of Sale shall be deemed amended as set out in Schedule 2 to these Conditions of Sale in respect of that Lot.

2.8 (a) Tattersalls fully supports the Bloodstock Industry Code of Practice ("the Code"). A copy of the current Code is available for inspection in Tattersalls' Sales catalogues and on Tattersalls' website.

(b) All participants at Tattersalls Sales (whether vendors, purchasers, agents or otherwise) hereby acknowledge that they are bound by and agree to observe in full the Code including any amendments to the Code as may be made and published from time to time.

(c) Tattersalls reserves the right to exclude for a period to be determined in its absolute discretion any person or entity from participating whether directly or indirectly in its Sales or from attending its premises in both Britain and Ireland (whether vendors, purchasers, agents or otherwise) where they or any person or entity acting on their behalf have been found guilty of a criminal offence appearing to Tattersalls to involve a breach of the Code, or who has been found liable in the High Court or similar proceedings for conduct appearing to Tattersalls to involve a breach of the Code (whether such criminal or civil proceedings take place in Britain, Ireland or elsewhere) or who has been sanctioned by the British Horseracing Authority for breach of the Code.

(d) Participants at Tattersalls' Sales authorise Tattersalls to disclose to the Code Panel Lawyer upon request whether and if so when that participant signed a sales entry form or purchase confirmation slip acknowledging that the participant was bound by and agreed to observe the Code.

3. Commission and Fees

3.1 An entry fee is payable to TATTERSALLS by the Vendor in respect of each Lot entered and whose details are published online in TATTERSALLS Online Auction Sales Catalogue .

3.2 Commission is payable to TATTERSALLS by the Vendor at the rate of 5% of the price of each Lot whether:

(a) sold or bought in by auction at TATTERSALLS Sales, or

(b) sold otherwise than by auction at TATTERSALLS Sales after the FOC Withdrawal Date (as stated in TATTERSALLS Sales Information Notice issued to Vendors for the Sale) or, if later, after the date of acceptance by TATTERSALLS of an entry of a Lot for the Sale and 28 days after the last day of that Sale. Provided that for the purpose of sub- condition (b) above TATTERSALLS reserves the right to substitute a fair price for any sale price notified to it or to determine a fair price when no sale price is notified to it. Provided also that where a Lot is bought-in 100% by the Vendor and (i) TATTERSALLS receive written notification to that effect by the end of selling on the day of the buy-in, and

(ii) the Vendor instructs TATTERSALLS to publish the Lot as bought-in, then the rate of commission is reduced to 2.5% for any Lot described as a Yearling and to zero for any other Lot. Full Commission is to be paid by the Vendor to TATTERSALLS on demand in respect of (i) any Lot returnable and returned to the Vendor and (ii) any Lot, being a nomination to a stallion, where the Purchaser thereof is entitled to a full refund.

3.3 A Vendor may withdraw a Lot from sale without TATTERSALLS consent up to 1 hour prior to the time bidding on the first Lot of any online auction sale is scheduled to commence and may only withdraw the Lot thereafter with the express written consent of TATTERSALLS. A Lot withdrawal fee is payable to TATTERSALLS by the Vendor in respect of any Lot which is entered and catalogued for a Sale and which is thereafter withdrawn unless a Veterinary Certificate to TATTERSALLS' satisfaction is produced or unless commission is payable under sub-condition 3.2(b).

3.4 Commission and Fees are subject to VAT or equivalent where applicable.

4. Conduct of Sale – Online

4.1 Catalogue Publication

TATTERSALLS Online Auction Sales Catalogue will be published on the date advertised on the TATTERSALLS website.

4.2 Bidding Opens

TATTERSALLS Online Auction Sales will commence at the time and on the date advertised on TATTERSALLS website.

4.3 Bidding Increments

The Auction will be conducted in Guineas with bidding increments to be set at the discretion of TATTERSALLS.

4.4 Original Closing Time
Subject to the Extra Time Rule at condition 4.5, the conclusion of the Auction Sale will start approximately 24 hours after its commencement with the auction of the first Lot in the Catalogue concluding at the time and date advertised on the TATTERSALLS website for the closing of bidding. The auction of each subsequent Lot shall conclude every 2 minutes thereafter. ("Original Closing Time").

4.5 Extended Closing Time - Extra Time Rule
If a bid is made on a Lot within 2 minutes of the Original Closing Time at condition 4.4 the auction of the Lot will continue until a period of a full 2 minutes has elapsed without a bid being made on the Lot. **("Extended Closing Time")**

4.6 Subject to any reserve price the highest bidder on a Lot at the Original Closing Time shall be the Purchaser of the Lot unless there is an Extended Closing Time in which event the highest bidder at the end of the Extended Closing Time shall be the Purchaser of that Lot.

5. Payment by Purchasers

5.1 The Purchaser of each Lot shall:
(a) immediately after the purchase of a Lot
(i) sign the form of Purchase Confirmation supplied by TATTERSALLS if so required;
(ii) give his/her name, address and proof of identity to TATTERSALLS if so required, and
(iii) pay the full amount of the price bid for the Lot together with VAT thereon if applicable (together 'the Purchase Sum') by cash or acceptable banker's draft to TATTERSALLS
(b) take away at his own expense every Lot purchased by him from the Vendor's Premises before 5.00 p.m. on the fourth day after the day on which the Lot was sold provided that TATTERSALLS has given its prior written consent thereto. In the event that the Lot has not been collected by the stipulated time the Purchaser shall pay on demand to the Vendor the reasonable expenses not exceeding £35 per day incurred by the Vendor of and in connection with the Lot for any day or part of a day the Lot remains on the Vendor's premises beyond the stipulated time.

5.2 If the Purchaser shall fail to comply with any of the Conditions set out in 5.1(a) TATTERSALLS may take possession of and resell the Lot and any progeny born after the Sale to a Lot described as "believed in foal" (hereafter "its Progeny") either immediately or otherwise by public or private sale.

5.3 If the Purchaser shall fail to pay to TATTERSALLS the Purchase Sum and any interest due thereon pursuant to these Conditions then, save where TATTERSALLS shall have exercised its rights under sub-condition 5.2 or sub-condition 6.5, TATTERSALLS shall be entitled to sue for the full amount of the Purchase Sum and interest thereon. As between TATTERSALLS and the Vendor TATTERSALLS shall be under no duty to sue and nothing which it does or does not do shall affect the right of the Vendor to enforce any right he may have againstthe Purchaser.

5.4 A maximum bid may only be placed by a Bidder once the bidding period for a Lot is open. A maximum bid is an amount up to which you agree and allow the Online Auction Facility to bid automatically on your behalf. The Online Auction Facility will only raise your bid when a counter bid has been placed. As the holder of the maximum bid, each bid placed will be recorded as your new highest bid until your maximum has been outbid. When placing a maximum bid, the bid amount shown will be the next increment required only, save that where the maximum bid does not exceed the reserve price of the listing then, in that event, the Online Auction Facility will record the maximum bid entered. If you enter a maximum bid in the same amount as another Bidders' maximum bid, the first Bidder (in time)to place the maximum bid will be the purchaser of the Lot if it is sold at that amount. A Bidder can reduce their maximum bid by re-entering a bid amount lower than the original maximum bid amount, unless there is a counterbid already in place equal to or greater than the new maximum bid amount the Bidder wishes to reset.

5.5 Unless there is in force a Purchasers Authorisation accepted in writing by TATTERSALLS the highest bidder in the ring or via internet bidding and any principal (including but not limited to any company or other entity of which such bidder is a director, officer or employee or with which he is otherwise connected) for whom he may be acting shall be jointly and severally liable under the contract of sale and under these Conditions of Sale.

6. Title and Possession

6.1 TATTERSALLS may at its absolute discretion permit the Purchaser to take away a Lot notwithstanding

that the Purchaser has not complied with the obligation immediately to pay the Purchase Sum pursuant to 5.1(a)(iii). If TATTERSALLS so permits the Purchaser to take away a Lot it does so as a matter of grace and the Purchaser shall remain liable to pay the Purchase Sum as aforesaid.

6.2 The property in a Lot and its Progeny (if any) shall not pass to the Purchaser or any principal for whom he is acting until the Purchase Sum has been paid in full together with any interest due thereon pursuant to these Conditions. The Lot and its Progeny (if any) shall be at the Purchaser's risk in all respects from the time the Lotis sold. Until the Purchase Sum due in respect of a Lot has been paid in full together with any interest due thereon pursuant to these Conditions, the Purchaser and or his principal shall not whether acting by himself/herself, his/her servants, agents or otherwise howsoever enter, or cause or permit the said Lot to be entered for or to run in or otherwise participate in a race recognised by any Racing Authority unless TATTERSALLS' prior written consent has been obtained.

6.3 At any time until property in a Lot and its Progeny (if any) has passed to the Purchaser or any principal for whom he is acting the Purchaser and/or his principal shall forthwith on demand by TATTERSALLS (a) deliver up possession of the Lot and its Progeny (if any) to TATTERSALLS or (b) inform TATTERSALLS of the name and address of any third party in possession of the Lot and its Progeny (if any) and irrevocablyinstruct that third party to hold the Lot and its Progeny (if any) to the exclusive order of TATTERSALLS and provide written evidence to TATTERSALLS satisfaction that such instruction has been given. Upon a demand being made by TATTERSALLS under this sub-condition, any licence which the Purchaser and/or his/her principal may have to sell the Lot and/or its Progeny shall forthwith determine.

6.4 If the Purchaser and/or his principal fail to comply with a demand for delivery up of a Lot and its Progeny (if any) made under sub-condition 6.3, TATTERSALLS may enter upon any premises owned, occupied or controlled by the Purchaser and/or his/her principal where the Lot and/or its Progeny are situated to repossess the Lot and its Progeny (if any) at any time between 9am and 6pm on any day.

6.5 At any time after making a demand pursuant to sub-condition 6.3 above TATTERSALLS may resell any Lot and its Progeny (if any) and such sale may be held immediately or otherwise by public or private sale.

7. Purchaser's liability after resale

7.1 (a) Subject to paragraph (c) below, where TATTERSALLS resells a Lot and/or its Progeny pursuant to a power to resell it under any provision of these Conditions, the Purchaser shall be liable to pay the difference between (i) the unpaid balance of the Purchase Sum together with interest due thereon pursuant to these Conditions up to the date of resale and (ii) the price agreed on the resale (if lower) after deduction of any expenses incurred in the sale. If a higher price is agreed on the resale, TATTERSALLS shall be entitled to keep the full amount paid.

(b) TATTERSALLS shall be entitled to sue in respect of that liability as soon as the contract for resale is made (whether or not payment has been made or is yet due under that contract).

(c) If the purchaser under the contract of resale defaults, the Purchaser shall remain liable for (i) the unpaid balance of the Purchase Sum together with interest due thereon pursuant to these Conditions less (ii) such sum, if any, as is paid under the contract of resale.

7.2 The Purchaser shall also be liable to pay TATTERSALLS any expense (including legal costs) incurred in recovering any Lot and/or its Progeny (if any) pursuant to these Conditions and any expense incurred for a reasonable period thereafter in connection with the Lot and/or its Progeny including the cost of keeping, training, transporting and/or insuring the Lot and/or it's Progeny and/or engaging any veterinarian, farrier or other person for the purpose of treating the Lot and/or its Progeny.

7.3 The Purchaser shall be liable to pay interest on all sums due under this Condition at the rate provided for in these Conditions.

7.4 TATTERSALLS shall be entitled to sue for any sum due under this Condition. As between TATTERSALLS and the Vendor TATTERSALLS shall be under no duty to sue and nothing which it does or does not do shall affect the right of the Vendor to enforce any right hemay have against the Purchaser.

8. Responsibility for Horses

8.1 Each Lot shall be at the Vendor's risk until the time the Lot is sold.

8.2 TATTERSALLS shall not be liable for any loss or damage caused to or by any Lot whether by disease, accident or otherwise whilst the said Lot is on any part of TATTERSALLS premises which expression includes any outside standing used by TATTERSALLS to keep the Lot ("the Premises") or whilst in transit between different parts of the Premises save that nothing in this sub-condition shall be taken as excluding or restricting or as attempting to exclude or restrict TATTERSALLS' liability for death of a

person or personal injury suffered by a person resulting from negligence of TATTERSALLS its servants or agents as defined in the Unfair Contract Terms Act 1977.

8.3 TATTERSALLS reserves the right to examine any Lot and/or isolate any Lot and/or refuse any Lot entry to or require the removal of any Lot from the Premises where in TATTERSALLS discretion any such Lot presents or appears to present a danger to persons, property or other bloodstock. TATTERSALLS shall incur no liability in the event of TATTERSALLS exercising its rights under this sub-condition.

8.4 No Lot shall be removed from the Premises without a written order from TATTERSALLS. For the avoidance of doubt, removal of a Lot from TATTERSALLS premises to any outside standing by TATTERSALLS staff shall not constitute removal from the Premises for the purpose of these Conditions of Sale.

9. Vendors

9.1 Subject to Condition 9.2. below the Vendor shall be entitled to receive the proceeds of sale of each Lot sold (less any commission and fees due) from not before the 35th day following the date on which the Lot was sold provided that:

(a) TATTERSALLS shall have received the full amount of the purchase price or authorised the release of the Lot from the Vendor's premises or from the Premises, and

(b) TATTERSALLS shall not have been notified that a dispute has arisen in respect of or in connection with payment for the Lot and/or the proceeds of sale thereof whether under these Conditions of Sale or otherwise howsoever, and

(c) TATTERSALLS shall not have granted an extension of time for lodgement of a Veterinary Certificate pursuant to Condition 11.The Vendor expressly acknowledges that TATTERSALLS shall incur absolutely no liability in the event of TATTERSALLS withholding payment pursuant to this Condition. Furthermore, the Vendor expressly acknowledges that, notwithstanding the provisions of Condition 5 TATTERSALLS is entitled to authorise the release a Lot from the Vendor's premises or from the Premises without first having obtained payment therefor.

9.2 Where a Vendor is indebted to TATTERSALLS, the proceeds of sale of each Lot sold (less any commission and fees due) may be immediately credited against the Vendor's outstanding account with TATTERSALLS. Any credit balance remaining on the account (after the debt to TATTERSALLS has been discharged) shall then be paid by TATTERSALLS to the Vendor in accordance with this Condition.

9.3 Where a Vendor is indebted to Tattersalls Ireland Limited, or Vente Osarus, being related companies majority owned by Tattersalls Limited (hereinafter collectively called "TATTERSALLS GROUP"), the proceeds of sale of each Lot sold (less any commission and fees due) at any TATTERSALLS Sales may be immediately credited against the Vendor's outstanding TATTERSALLS GROUP account(s) without the necessity of any endorsement or authorisation from the Vendor. Any credit balance remaining in the Vendor's TATTERSALLS account (after the debt to TATTERSALLS GROUP has been discharged) shall then be paid by TATTERSALLS to the Vendor in accordance with this Condition. Where there is a dispute in connection with the amount owing to TATTERSALLS GROUP, TATTERSALLS are entitled to withhold the monies the subject of the dispute and shall account for the said monies when the dispute has been resolved either by agreement or, failing agreement, court proceedings.

9.4 In any case where TATTERSALLS shall have received the purchase monies from the Purchaser but shall have been notified of a dispute within the meaning of Condition 9.1 (b) it is entitled to account for the said monies when the said dispute shall have been resolved either by agreement or, failing agreement, by court proceedings. TATTERSALLS shall incur no liability in the event of TATTERSALLS withholding payment pursuant to this sub-condition.

9.5 Following the sale of the Lot neither the Vendor nor his agent shall release or permit the release of the Lot to the Purchaser or his agent unless both (1) TATTERSALLS has authorised in writing the release of the Lot by the Vendor to the Purchaser and also (2) unless the Purchaser or his agent first produces to the Vendor a copy of the written authorisation ("Pass-out") issued by TATTERSALLS authorising the release of the Lot to the Purchaser. If the Vendor releases the Lot to the Purchaser or his agent otherwise than in strict accordance with the terms of this Condition then the Vendor does so entirely at his own risk and any such release shall not constitute an authorised release of the Lot by TATTERSALLS for the purpose of Condition of Sale 9.1 (a).

9.6 Settlement will only be made against a written application by or on behalf of the Vendor which has been accepted by TATTERSALLS.

9.7 TATTERSALLS shall be under no obligation to place the proceeds of sale on deposit pending payment out by them.

9.8 All payments are made and/or sent at the risk of the Vendor and, if different, the payee.

9.9 Notwithstanding the passing of risk to the Purchaser pursuant to Condition 6, the Vendor shall retain title to the Lot until the full purchase price has been paid to TATTERSALLS. Where pursuant to this Condition TATTERSALLS have paid to the Vendor or credited their account with the net proceeds of sale of a Lot, then title of this Lot will automatically vest in TATTERSALLS and the Vendor shall, if so required by TATTERSALLS, assign to them by way of legal assignment (or by any other mode of assignment required by TATTERSALLS) all and any of his/her rights against the Purchaser arising out of the contract of sale of the Lot and to the extent that property in the Lot has been retained by the Vendor, that property. Save as provided aforesaid the Vendor shall not assign any rights or obligations under his agreement with TATTERSALLS.

9.10 Where the Purchaser is disputing his obligation to pay for the Lot the Vendor shall, save where TATTERSALLS have exercised their right under Condition 9.9 above, if so required by TATTERSALLS, repay to TATTERSALLS on demand any payment made by TATTERSALLS to the Vendor in respect of the net proceeds of sale of the Lot.

9.11 Where the Purchaser is disputing his obligation to pay for a Lot the Vendor shall, if so required by TATTERSALLS, promptly provide and use best endeavours to procure that its servants and agents promptly provide to TATTERSALLS and its advisers such full co-operation, documentation and assistance as TATTERSALLS may request in order to investigate the subject matter of the dispute.

9.12 Where there has been any change in the ownership of a Lot entered for sale with TATTERSALLS between the date of completion of the online sales entry form and the time at which the Lot is due to be put up for auction the Vendor shall forthwith notify TATTERSALLS of this fact in writing and of the amount of the sale price and use his best endeavours to ensure that the new owner(s) forthwith notify TATTERSALLS whether it is his wish to proceed with the sale of the Lot at the auction for which it is entered and, if so, to submit without delay to TATTERSALLS a properly completed online sales entry form.

9.13 The Vendor shall indemnify TATTERSALLS in respect of any loss suffered or costs, disbursements or expenses incurred bona fide by TATTERSALLS by reason of bringing or defending any proceedings (including but not limited to any adverse costs awarded against TATTERSALLS) or otherwise howsoever which arise whether directly or indirectly from any act or omission by the Vendor in connection with the sale of a Lot whether or not such act or omission be a breach of his/her contract with TATTERSALLS.

9.14 The Vendor authorises Tattersalls to disclose the identity and ownership interest of the person or persons stated on the sales entry form to be the owner or owners of the Lot ("Ownership Information") to any person at Tattersalls absolute discretion. Ownership Information in respect of a Lot may be applied for on a Lot-by-Lot basis on the day on which the Lot is to be offered for sale and, subject to Tattersalls absolute discretion, may be provided accordingly.

10. Description and Health

Where certificates, notices in writing and/or any other documents are required to be received by TATTERSALLS under these Online Conditions of Sale, that requirement can only be satisfied by delivering them to TATTERSALLS at their offices in Newmarket.

10.1 Each Lot must be registered with a Stud Book Authority approved by the International Stud Book Committee, and if not so registered is returnable in accordance with Condition 11 hereof.

10.2 A Stallion is a male horse at stud. A Gelding is a male horse which has been castrated (i.e. had both testicles removed in their entirety). A Colt is a male horse up to and including the age of four years, provided that he is not properly describable as a Stallion or a Gelding. A Horse is a male horse five years of age or over not properly describable as a Stallion or a Gelding. The description Stallion or Colt or Horse does not exclude a rig or cryptorchid. (The term rig or crypt-orchid applies to male horses in which one or both testes do not descend into the scrotum from the abdomen at the usual time). If a male horse is not properly described in accordance with this Condition he is returnable in accordance with Condition 11 hereof.

10.3 A Filly should only be so described up to and including the age of four years. Thereafter she must be described as a Mare. If at any time before reaching five years she is covered she must subsequently at all times be described as a Mare. If a Filly or a Mare is not properly described she is returnable in accordance with Condition 11 hereof. For all Mares there must be given particulars of all coverings. If a Mare has subsequent to any such coverings slipped foal the fact must be stated and if not stated or the particulars of coverings are not given as required the Mare is returnable in accordance with

Condition 11 hereof.

10.4 Any Mare described as "believed in foal" must have a Covering Certificate "lodged with TATTERSALLS". A Covering Certificate is only to be regarded as having been "lodged with TATTERSALLS" where, prior to the time of sale of the Mare, either the Covering Certificate lhas been deposited at TATTERSALLS offices or TATTERSALLS have been notified in writing by a Stud Book Authority approved by the International Stud Book Committee that the covering has been registered with it and is recorded electronically. Where, in respect of a Mare described as "believed in foal" a Covering Certificate has not been "lodged with TATTERSALLS" as aforesaid, such Mare is returnable in accordance with this Condition and Condition 11 hereof unless:

(a) the Covering Certificate or written notification as aforesaid from a Stud Book Authority approved by the International Stud Book Committee is received by TATTERSALLS by 5pm on the 14th day after the day on which the Lot was sold. Provided always that the Purchaser may only return the Mare if, by 5pm on the 21st day after the day on which the Mare was sold, he has:-

(a) Returned the Mare to TATTERSALLS at any suitable premises designated by TATTERSALLS, and (b) TATTERSALLS have received a notice in writing from the Purchaser of his/her contention that a Covering Certificate for the Mare had not been "lodged with TATTERSALLS" within the meaning of this sub-condition.

10.5 Any Mare described as "believed in foal" is returnable in accordance with this Condition and Condition 11 hereof if found to be barren at the time of sale, provided always that the Purchaser may only return the Mare if:

(a) TATTERSALLS have received a certificate in writing from a Veterinary Surgeon of the Purchaser's choice before 5.00pm on the second day after the day on which the Mare was sold alleging the Mare to be barren at the time of sale or alleging a failure on the part of the Vendor to permit the examination of the Lot by the Purchaser's Veterinary Surgeon in accordance with the provisions of this sub-condition. Following the sale of the Lot the Vendor agrees promptly and without delay to permit a Veterinary Surgeon of the Purchaser's choice to examine the Lot for the purpose of this Condition during normal working hours at any time after the sale and before 2pm on the second day after the day on which the Mare was sold unless the Purchaser's vet requests a later time for examination of the Lot on that day. If the Vendor fails to make the Lot available for examination as aforesaid the Lot shall be returnable in accordance with Condition 11

(b) The Mare has not been removed from the Vendor's Premises.

10.6 Any Lot

(a) which is a Wind sucker (i.e. gulps or swallows air whether in association with grasping fixed objects with incisor teeth or not) is returnable in accordance with Condition 11 unless described without qualification as a Wind sucker, Crib biter or Cribber in which event the Lot is not returnable. (b) which has been operated on for the correction of Wind sucking as defined above, including Crib biting, is returnable in accordance with Condition 11 unless so described.

(c) Crib biters and Cribbers are not returnable unless the Crib biting is associated with Wind sucking in which case the Lot is returnable as a Wind sucker unless it is described without qualification as a Wind sucker, Crib biter or Cribber.

10.7 Any Lot

(a) Which is an habitual Weaver (i.e. habitually swings its head and neck to and fro and transfers weight from one forelimb to the other alternately) or

(b) Which is an habitual Boxwalker (i.e. habitually walks either backwards and forwards or round and round the box repeatedly in an aimless manner), is returnable in accordance with this Condition and Condition 11 hereof unless so described. Provided always that the Purchaser may only return the Lot if:

(i) TATTERSALLS have received a notice in writing from the Purchaser before 5.00 pmon the 7th day after the day on which the Lot was sold that he requires an examination for either an habitual Weaver or an habitual Boxwalker.

(ii) He has returned the Lot to TATTERSALLS at any suitable premises designated by TATTERSALLS by 5.00 p.m. on the 14th day after the day on which the Lot was sold.

(iii) TATTERSALLS have received a certificate in writing from a Veterinary Surgeon of the Purchaser's choice before 5.00 p.m. on the 14th day after the day on which the Lot was sold stating that as a result of observation between 7 and 14 days after the day on which the Lot was sold, it is believed that the Lot is an habitual Weaver or an habitual Boxwalker.

(iv) TATTERSALLS have received a notice in writing from the Purchaser of his/her contention that

the Lot is an habitual Weaver or an habitual Boxwalker before 5.00 p.m. on the 14th day after the day on which the Lot was sold.

10.8 Any Lot described as a Horse in Training or a Point to Pointer

(a) which is a Whistler and/or Roarer as hereinafter defined is returnable in accordance with Conditions 11 and 12 unless so described or described as "heard to make a noise" without qualification. In the case of a Horse in Training a Whistler and/or Roarer is a Lot which has Recurrent Laryngeal Neuropathy when examined with the endoscope to an extent which, when combined with the presence of a characteristic abnormal inspiratory sound when the Lot is actively exercised (ridden where possible), is likely to materially affect its suitability for racing. If described as a Whistler and/or Roarer or described as "heard to make a noise" without qualification the Lot may still be returned under sub-conditions 10.8 (b) or (c) if the terms of either of those sub-conditions are satisfied.

(b) which has been operated upon for the correction of Whistling and/or Roaring and/or Recurrent ¬-Laryngeal Neuropathy, is returnable in accordance with Conditions 11 and 12 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.8 (a) or (b). Operations to resect the aryepiglottic folds or to treat the dorsal displacement of the soft palate, including the operations laryngeal tie forward, cautery of the soft palate, trimming of the soft palate and myectomy are not operations for the correction of Whistling and/or Roaring and/or Recurrent Laryngeal Neuropathy within the meaning of this sub-condition.

(c) which has (i) branchial arch anomaly; or (ii) chondroma or severe arytenoid chondritis; or (iii) cleft palate; or (iv) permanent epiglottic entrapment; or (v) sub-epiglottic cyst(s) is returnable in accordance with Conditions 11 and 12 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.8 (a) or (c).

10.9 Any Lot described as a Yearling (other than one sold prior to 1st July to which this sub-condition does not apply) and any Lot offered and described as a Two-Year-Old prior to 1st April or described as a Store

(a) which is a Whistler and/or Roarer as hereinafter defined is returnable in accordance with Condition 11 and 12 unless so described or described as "heard to make a noise" without qualification.
A Whistler and/ or Roarer is a Lot which has Recurrent Laryngeal Neuropathy when examined with the endoscope to an extent which, when combined with the presence of a characteristic abnormal inspiratory sound when the Lot is actively exercised, is likely to materially affect its suitability for racing.
If described as a Whistler and/or Roarer or described as "heard to make a noise" without qualification the Lot may still be returned under sub-conditions 10.9 (b) or (c) if the terms of either of those sub-conditions are satisfied.

(b) which has been operated upon for the correction of Whistling and/or Roaring and/or Recurrent Laryngeal Neuropathy, is returnable in accordance with Conditions 11 and 12 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.9 (a) or (b). Operations to resect the aryepiglottic folds or to treat the dorsal displacement of the soft palate, including the operations laryngeal tie forward, cautery of the soft palate, trimming of the soft palate and myectomy are not operations for the correction of Whistling and/or Roaring and/or Recurrent Laryngeal Neuropathy within the meaning of this sub-condition.

(c) which has (i) branchial arch anomaly; or (ii) chondroma or severe arytenoid chondritis; or (iii) cleft palate; or (iv) permanent epiglottic entrapment; or (v) subepiglottic cyst(s) is returnable in accordance with Conditions 11 and 12 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.9 (a) or (c).

10.10 Any Lot which has run at a Meeting not recognised by a Racing Authority or is restricted from racing by any Racing Authority and not so described is returnable in accordance with Condition 11 hereof.

10.11 Save as aforesaid any material mis-description in the pedigree details of any Lot shall render the Lot returnable in accordance with Condition 11. For the purposes of this sub-condition the expression pedigree details has a limited meaning and means only that information provided on the Online Auction Sales Catalogue page concerning the breeding of the Lot and, specifically, does not include any statement made in the Vendor's Notes section on the Online Auction Sales Catalogue page. Further, where any photograph, video or document relating to a Lot are posted online in TATTERSALLS online Auction Sales Catalogue or uploaded to Tattersalls website the Lot shall be returnable to the Vendor if the photograph, video or document are found to be photographs, videos or documents relating to a Lot other than the Lot in question.

11. Lots Returned to TATTERSALLS

If the Purchaser of any Lot contends that it is returnable to the Vendor under Condition 10 the Lot must be returned to TATTERSALLS with a notice in writing of such contention and in the case of Lots returned to TATTERSALLS under Conditions 10.2, 10.3, 10.6, 10.8 and 10.9 with a Veterinary Certificate specifying the nature of the complaint and in the case of Lots returned to TATTERSALLS under Conditions 10.4, 10.5, and 10.7, as prescribed therein. Where certificates, notices in writing and/or any other documents are required to be received by TATTERSALLS under these Conditions of Sale, that requirement can only be satisfied by delivering them to TATTERSALLS at its Newmarket office. Lots returned to TATTERSALLS under Condition 10 must be returned to any suitable premises designated by TATTERSALLS and the requisite notices/ certificates be received by TATTERSALLS before 5.00 p.m. on the 7th day after the day on which the Lot was sold except for those returned to TATTERSALLS under Conditions 10.4, 10.5, and 10.7 which must be returned to TATTERSALLS as prescribed therein. However in the case of a return of a Lot to TATTERSALLS under Conditions 10.8 or 10.9 where TATTERSALLS receive a written notice from the Purchaser's Veterinary Surgeon stating that he is unable to give a certificate within the prescribed time on grounds connected with the health or characteristics of the Lot then TATTERSALLS may decide to extend the prescribed time for lodgement of the certificate and, for this purpose, may have regard to the opinion of any Veterinary Surgeon or Surgeons appointed by them. Failure to comply with the provisions of this Condition and Condition 10 shall be an absolute bar to any claim that the Lot is returnable and the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot. Where the Purchaser has returned the Lot to TATTERSALLS in accordance with this Condition and Condition 10 and the Vendor does not accept that the Lot is returnable to him/her TATTERSALLS will decide the dispute under Condition 12.

12. Resolution Procedures

Any dispute arising under Conditions 10 and 11 shall be decided by TATTERSALLS in such manner and either without evidence or after hearing evidence of such nature and taken in such manner as TATTERSALLS shall think fit and TATTERSALLS' decision shall be final and binding on both Vendor and Purchaser and TATTERSALLS shall not be responsible for any loss or expense incurred by any party to such dispute. The decision shall be given not later than 21 days from the date of the return of the Lot to TATTERSALLS unless TATTERSALLS is advised by the Veterinary Surgeon or Surgeons appointed by it that a longer period or a different method of testing be necessary due to the health or characteristics of the Lot. In determining whether any Lot is returnable under Conditions 10.8 (a) and 10.9 (a) respectively TATTERSALLS will have regard to the opinion of a panel of up to 3 veterinary surgeons appointed by it whose opinion shall be given after actively exercising the Lot (a Horse in Training shall be ridden where possible) to hear whether it makes a characteristic abnormal inspiratory sound and examining the Lot at rest (or as otherwise required pursuant to Condition 12) with the endoscope to determine if in their reasonable opinion the Lot has Recurrent Laryngeal Neuropathy to an extent which, at the time of examination, taking into account the presence of any characteristic abnormal inspiratory sound and the examination with the endoscope, is likely to materially affect its suitability for racing as provided for in sub-conditions 10.8 (a) and 10.9 (a). In determining whether any Lot is returnable under Conditions 10.8 (b) or 10.9 (b) TATTERSALLS will have regard to the opinion of a panel of up to 3 veterinary surgeons appointed by it as to whether the Lot has been operated upon for the correction of Whistling and/or Roaring and/or Recurrent Laryngeal Neuropathy. In determining whether any Lot is returnable under Conditions 10.8 (c) or 10.9 (c) TATTERSALLS will have regard to the opinion of a panel of up to 3 veterinary surgeons appointed by it as to whether one of the conditions stated in Conditions 10.8 (c) or 10.9 (c) be present. If the said panel consists of 3 veterinary surgeons the opinion of the panel may be given by majority vote. Examination with an overground endoscope will only be undertaken where (i) the Lot is a Horse in Training and (ii) in the opinion of the said panel of veterinary surgeons its use is considered necessary to reach a decision as to the extent to which the Lot has Recurrent Laryngeal Neuropathy. A Lot shall only be returnable under Conditions 10.8 (a) or 10.9 (a) if both the characteristic abnormal inspiratory sound and Recurrent Laryngeal Neuropathy to an extent which, when combined with the presence of a characteristic abnormal inspiratory sound when the Lot is actively exercised, is likely to materially affect its suitability for racing as provided for in sub-conditions 10.8 (a) and 10.9 (a) are present. A Lot shall be returnable under Condition 10.8 (b) or 10.9 (b) if it has been operated upon for the correction of Whistling and/or Roaring and/or Recurrent Laryngeal Neuropathy. A Lot shall be returnable under Condition 10.8 (c) or 10.9 (c) if one of the conditions stated in Conditions 10.8

(c) or 10.9 (c) are present. Further and in any event a Lot shall be returnable under Conditions 10.8 or 10.9 if in the opinion of the said panel of veterinary surgeons either (a) by reason of the temperament of the Lot it cannot as required by Conditions 10.8 (a) or 10.9 (a) be actively exercised (a Lot must be capable of being lunged in both directions) to their satisfaction or (b) by reason of the temperament of the Lot the said panel of veterinary surgeons are unable to carry out an endoscopic examination of the Lot to their satisfaction. For the purposes of this condition and for the avoidance of doubt the temperament of a Lot does not include any matter concerning the Lot's physical health or physical characteristics. The Purchaser expressly acknowledges that the conditions revealed by post sale examination with an endoscope for which return to the Vendor is allowed are ONLY as set forth in Conditions 10.8 and 10.9 and further acknowledges that there are other conditions which may be revealed by such examination which may affect the desirability of purchasing the Lot but which are NOT grounds for return to the Vendor.

The party against whom a decision is given shall:

(a) pay to TATTERSALLS all costs and expenses (including insurance) incurred by it or in connection with the taking of evidence or making the decision

(b) indemnify TATTERSALLS against all costs claims demands actions and expenses arising out of or in connection with such decisions.Where a Lot has been returned to Tattersalls in accordance with Condition 11 the Lot shall be at the Purchaser's risk in all respects until the decision that it is returnable to the Vendor is given by TATTERSALLS. If it be decided that the Lot is returnable to the Vendor, the Vendor shall pay to TATTERSALLS on behalf of the Purchaser the cost of returning the Lot to Park Paddocks or any other premises designated by TATTERSALLS under these Conditions of Sale, and the amount of any payment under this Condition shall be fixed by TATTERSALLS whose decision shall be final and binding on all parties to the dispute. Save as provided for in Condition 23 no Lot is returnable to the Vendor in any circumstances other than in accordance with this Condition and Conditions 10 and 11 hereof. Unless so returnable the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot.

13. Responsibility

The Vendor is responsible for the accuracy of all information concerning the pedigree description and health of a Lot. No statement certificate forecast or expression of opinion in respect thereof is or is to be deemed to be in any circumstances a representation, undertaking, warranty by TATTERSALLS or Condition of any contract with TATTERSALLS and TATTERSALLS shall in no circumstances become liable to any person in respect thereof. TATTERSALLS reserves the right to require that any notice regarding the pedigree description and health of a Lot must be in writing and lodged at TATTERSALLS Newmarket office premises prior to the time at which details of the Lot are published online in TATTERSALLS Online Auction Sales Catalogue and it is agreed that any such notice shall not be treated as given unless acknowledged in writing by TATTERSALLS. TATTERSALLS does not warrant that any Lot is eligible for participation in any scheme or race notwithstanding any announcement or notice in a catalogue or otherwise.

14 - 19 Purchasers

14. Purchasers are advised to inspect each Lot prior to purchase. Purchasers must ensure that the Vendor's approval is obtained before a veterinary inspection is made. All Lots are sold subject to TATTERSALLS' Online Conditions of Sale and are subject to any announcements, notices and updates that may be published online by TATTERSALLS regarding a Lot at the time of first publication of the Online Auction Sales Catalogue . It is therefore the responsibility of all bidders to check for and read all such announcements, notices and updates prior to bidding on a Lot. Where a Lot is described as being sold with race entries, the responsibility thereof passes to the Purchaser at the time the Lot is sold.

15. Basis of Sale

15.1 Save as provided for in Condition of Sale 15.2, each Lot is sold as it stands and there is no term implied in any sale that any Lot is of satisfactory quality, merchantable quality or is fit for training or any particular purpose. Any such term, condition or warranty that might otherwise be incorporated into or apply to the sale of a Lot under these Conditions of Sale is excluded to the maximum extent permissible by law.

15.2 Lots offered for sale with a Pre-Sales Veterinary Certificate (subject to post-sale re-examination)

This sub-condition shall apply where a Lot is described as a Yearling (other than one sold prior to 1st July to which this sub-condition does not apply), a Two-Year-Old, a Store, a Horse in Training or a

Point to Pointer but not otherwise and is stated as being sold with a Pre-Sales Veterinary Certificate (subject to post-sale re-examination).

15.2.1 In respect of a Lot to which this sub-condition applies a Vendor may lodge with TATTERSALLS prior to the time bidding on the first Lot of any online auction sale is scheduled to commence a Tattersalls approved Pre-Sales Veterinary Certificate dated not earlier than 14 days prior to the commencement of the auction which has been completed by a veterinary surgeon appointed by the Vendor who has undertaken a five stage veterinary examination of the Lot in accordance with the relevant Royal College of Veterinary Surgeons/BEVA guidelines supported by the Veterinary Council of Ireland/ Veterinary Ireland including, at the option of the Vendor, examination with the endoscope but excluding other specialised techniques such as radiography and ultrasonography.

15.2.2 A Lot shall be returnable to the Vendor where the requirements of each of sub-sub-conditions (a) to (d) of this sub-condition are satisfied.

(a) TATTERSALLS have received a written notice from the Purchaser before 5pm on the first day after the day on which the Lot was sold stating that a re-examination of the Lot is required.

(b) A re-examination of the Lot by a veterinary surgeon of the Purchaser's choice by way of a five stage veterinary examination of the Lot in accordance with the relevant Royal College of Veterinary Surgeons/BEVA guidelines supported by the Veterinary Council of Ireland/ Veterinary Ireland including, where there is a concern as to whether the Lot is a whistler and/ or roarer, examination with the endoscope (see condition 15.2.11) but excluding other specialised techniques such as radiography and ultrasonography has been carried out before it leaves the Vendor's premises and in any event by no later than 5pm on the second day after the day on which the Lot was sold time being of the essence for this purpose. The Vendor hereby agrees to permit the Purchaser's veterinary surgeon access to the Vendor's premises and to the Lot for the purpose of such re-examination during the said period and any failure to provide such access shall render the Lot returnable to the Vendor in any event.

(c) TATTERSALLS have received both a written notice from the Purchaser alleging the Pre-Sales Veterinary Certificate to be incomplete or inaccurate in a respect that would on the balance of probabilities prejudice the Lot's ability to be used for racing together with a signed copy of the report prepared by the Purchaser's veterinary surgeon following the re-examination referred to in sub-sub-condition (b) by no later than 5pm on the third day after the day on which the Lot was sold.

(d) the Lot will be returnable to the Vendor unless by 5pm on the working day following receipt by the Vendor from TATTERSALLS of the documents referred to in sub-sub-condition (c) the Vendor gives written notice to TATTERSALLS disputing the findings of the report prepared by the Purchaser's veterinary surgeon. Where by 5pm on the working day following receipt by the Vendor from TATTERSALLS of the documents referred to in sub-sub-condition (c) the Vendor notifies TATTERSALLS that he disputes the findings of the report prepared by the Purchaser's veterinary surgeon, TATTERSALLS will appoint a veterinary surgeon or surgeons of its choosing to examine the Lot at a premises designated by TATTERSALLS and where the veterinary surgeon(s) appointed by TATTERSALLS determines that the Pre-Sales Veterinary Certificate is incomplete or inaccurate in a respect that would that would on the balance of probabilities prejudice the Lot's ability to be used for racing the Lot shall, subject only to the provisions of sub-condition 15.2.11, be returnable to the Vendor and the determination of the veterinary surgeon appointed by TATTERSALLS shall be final and binding on the parties.

15.2.3 Where a Lot is returnable to the Vendor the Purchaser must return the Lot to TATTERSALLS at Park Paddocks or other premises designated by TATTERSALLS within two working days of receiving notification of the determination of the veterinary surgeon appointed by TATTERSALLS. Failure to comply with this sub-sub-condition 15.2.3 within the time stipulated therein shall be an absolute bar to any claim that the Purchaser is entitled to return the Lot under this Condition and the Purchaser shall be bound to keep the Lot and pay the full amount of the purchase price therefor. Any transport, keep and other costs incurred by the Purchaser in connection with the Lot shall be for the Purchaser's account in any event.

15.2.4 Upon the Lot being returned to TATTERSALLS at Park Paddocks or other premises designated by it, TATTERSALLS shall give notice to both Vendor and Purchaser that the contract of sale in respect of the said Lot has been determined.

15.2.5 The Lot shall be at the Purchaser's risk in all respects from the time the Lot is sold until notice is given by TATTERSALLS in accordance with sub-condition 15.2.4 hereof. For the avoidance of doubt, in any case where TATTERSALLS has given such notice the Lot is thereafter at the risk of the Vendor.

15.2.6 If the Purchaser has returned the Lot to the Vendor in accordance with this Condition the Vendor

shall:

(a) pay to TATTERSALLS on invoice a sum equivalent to the commission that would be payable under these Conditions of Sale had the contract of sale not been determined by the Purchaser;

(b) pay to TATTERSALLS all costs and expenses (including insurance) incurred by it in connection with appointing a veterinary surgeon(s) to re-examine the Lot and determine the dispute;

(c) indemnify TATTERSALLS against all costs, claims, demands, actions and expenses arising out of or in connection with the operation by TATTERSALLS of the return procedures pursuant to sub-condition 15.2.

15.2.7 Save as provided in sub-condition 15.2.6 the Purchaser shall pay to TATTERSALLS on invoice all costs and expenses (including insurance) incurred by it in connection with appointing a veterinary surgeon(s) to re-examine the Lot and determine the dispute;

15.2.8 For the avoidance of doubt, time runs for the purposes of the Conditions of Sale generally notwithstanding the operation of the provisions of this sub-condition 15.2.

15.2.9 Where the Lot is sold with a Pre-Sales Veterinary Certificate (subject to post-sale re-examination) and the Purchaser fails to give notice in accordance with sub-sub-condition 15.2.2 (a), it is agreed that the Purchaser cannot thereafter make a complaint about or seek to return the Lot to the Vendor in respect of matters that may have been revealed by such post-sale re-examination.

15.2.10 Prospective purchasers may, subject to Condition 14, use a veterinary surgeon of their own choice to check or inspect the condition of any Lot prior to sale provided the consent of the Vendor is obtained in advance, that the Vendor expressly consents to the form of inspection to take place and it is understood by prospective purchasers that such consent is entirely at the Vendor's discretion.

15.2.11 If the respect in which the Pre-Sales Veterinary Certificate is found by the veterinary surgeon appointed by TATTERSALLS to be incomplete or inaccurate concerns the wind related issues detailed at sub-conditions 10.8 and 10.9 of these Conditions of Sale then notwithstanding such incompleteness or inaccuracy the provisions of sub-conditions 10.8 and 10.9 shall take precedence and the Lot shall not be returnable to the Vendor for wind related issues unless the provisions of those sub-conditions are also met.

15.2.12 Any notice under this Condition shall be in writing and shall be delivered by hand or sent by email, first-class post or by fax. Such notice shall be deemed to have been given on the date of delivery, or the second day after posting or on the day of transmission as the case may be.

16.1 The Vendor as defined in Condition 1.2 shall remain at all times the Vendor for the purpose of and within the meaning of these Conditions whether or not he was in fact the owner at the time of entry or if he was, notwithstanding any transfer of ownership prior to the time the Lot is sold. Such transfer shall not by itself operate as the withdrawal or revocation of any authority to sell.

16.2 Where TATTERSALLS in its Online Auction Sales Catalogue makes a statement as to the ownership a Lot it does so in good faith and in accordance with the information provided in the online sales entry form but it does not thereby make nor does it otherwise make any representation whatsoever, whether 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.

16.3 Without prejudice to the generality of the foregoing the fact that TATTERSALLS makes no such representation means that it shall not be a term of any contract between TATTERSALLS and a Purchaser (whether Condition, warranty or otherwise) that the Lot is at the time of sale or was at the time of entry or at any other time the property of any particular person or persons and that if a Purchaser purchases a Lot relying on any representation as to the ownership of the Lot at the time of entry, time of sale or at any other time he does so, as far as his contract with TATTERSALLS is concerned, entirely at his own risk and such representation and/or reliance shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

16.4 Consistently with and without prejudice to the foregoing in any case where TATTERSALLS is able to procure that title in the Lot passes to the Purchaser the fact, if it be the case, that as at the time of sale it did not have authority to sell shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

17. An allegation by a Purchaser that a particular person, whether or not the owner of the Lot for the time being has taken part whether directly or indirectly in the bidding shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

18. Further and without prejudice to any other provision of these Conditions TATTERSALLS makes no representation whatsoever, whether express or implied, about, with regard to or in connection with any Lot. A Purchaser must make his/her own enquiries and exercise his/her own judgement to a Lot and its value and if a Purchaser purchases any Lot relying on any representation whether by or on behalf of the Vendor or otherwise howsoever he does so, as far as his contract with TATTERSALLS is concerned, entirely at his own risk and such representation and/or reliance shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

19. The parties hereby acknowledge and agree that TATTERSALLS online auction Sale is and is only available to bidders and Purchasers who are bidding/purchasing for purposes relating to their trade or business. Before bidding all bidders and Purchasers are required to demonstrate to TATTERSALLS reasonable satisfaction that they are and are only bidding for purposes relating to their trade or business. If, notwithstanding statements made to the contrary by the bidder/Purchaser to TATTERSALLS, the Purchaser should nevertheless claim to have been bidding /purchasing as a consumer (that is to say as an individual acting for purposes that are wholly or mainly outside that individual's trade or business) the Purchaser shall indemnify TATTERSALLS against all costs, claims, demands, actions and expenses arising out of or in connection with the Purchaser's claim to have bid and purchased as a consumer.

20. Disputes between Vendor and Purchaser

Where, as between Vendor and Purchaser a dispute has arisen out of or in connection with the sale of any Lot TATTERSALLS shall not be liable to either party in connection therewith and no such dispute shall prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in pursuance of Condition 5.

21. Withdrawal

TATTERSALLS shall not be liable to any person for any loss alleged to have been suffered as the result of the withdrawal of a Lot from any Sale for any reason.

22. Sales Levies

22.1 Unless a Vendor or Consignor notifies TATTERSALLS in writing within 14 days from the last day of the Sale that he is unwilling to contribute to a Sales Levy, TATTERSALLS will deduct 0.75% from the sales proceeds of each and every Lot payable to Vendors from the United Kingdom and elsewhere other than the Irish Republic. The Sales Levy will be paid to the Thoroughbred Breeders' Association who will be notified of the Vendor or Consignor's name and address.

22.2 The Vendor authorises Tattersalls to deduct from the sales proceeds of each and every lot sold the sum of £3 to be paid to the Bloodstock Industry Forum for the purpose of providing a facility for a participant with concerns over an alleged breach of the Code to obtain free, initial and independent legal advice from a Panel Lawyer as to any criminal, civil and regulatory remedies for breach of the Code and for the purpose of enabling the Code to be reviewed at least annually to ensure that it remains current, robust and fit for purpose.

22.3 In respect of each Lot published by Tattersalls as sold at its Sales the following sums are payable to support the charitable work of the Retraining of Racehorses Charity (Registered Charity No: 1084787):
(a) The Vendor shall pay the sum of £3 and authorises Tattersalls to deduct this sum from the sales proceeds of the Lot;
(b) The Purchaser shall pay the sum of £3 on demand in addition to all other sumspayable under these Conditions of Sale;
(c) Tattersalls shall pay the sum of £6. Tattersalls shall account to the Retraining of Racehorses Charity for all sumscollected pursuant to this sub-condition.

23. Notification by Racing Authority of positive "A" sample

23.1 Where a Lot has run at a race meeting prior to the date of sale of the Lot and has had a blood sample taken by or on behalf of a Racing Authority in connection with such race ("the Sample"), the Vendor hereby agrees to and shall notify TATTERSALLS in writing if the Racing Authority has advised the Vendor or anyone who is or has acted as his agent, trainer or handler that an "A" sample taken from the Sample has tested positive for the presence of any substance proscribed by that Racing Authority, such notification to be made by the Vendor to TATTERSALLS prior to the time details of the Lot are published online in TATTERSALLS Online Auction Sales Catalogue or, if the result of the testing of the "A" sample is not known at that time, within 24 hours of the Vendor or anyone who is or has acted as his agent, trainer or handler having received such advice from the Racing Authority. For the

purpose of this Condition any advice given by the Racing Authority to anyone who is or has acted as the Vendor's agent, trainer or handler that an "A" sample taken from the Sample has tested positive for the presence of any substance proscribed by the Racing Authority shall be deemed to be advice received by and known to the Vendor and accordingly it is the Vendor's responsibility and obligation to ensure that he is kept fully and promptly informed of the outcome of any testing of an "A" sample as aforesaid.

23.2 Where TATTERSALLS receives notification from the Vendor pursuant to sub-condition 23.1 prior to the time details of the Lot are pubished online in TATTERSALLS Online Auction Sales Catalogue , the Vendor agrees that TATTERSALLS shall post details online to this effect and, if such details are published online by TATTERSALLS as aforesaid, a Purchaser shall not be entitled to return the Lot to the Vendor whether on account of the positive "A" sample test result or any subsequent confirmation of the same whether by way of testing of any "B" sample of the Sample or otherwise howsoever.

23.3 (a) Where TATTERSALLS receives notification from the Vendor pursuant to sub-condition **23.1** after the time the Lot is sold, it shall within 24 hours notify the Purchaser of same and the Purchaser may then elect to return to the Lot to the Vendor under this Condition.

(b) Where the Vendor fails, in breach of its obligations under sub-condition 23.1, to give notice to TATTERSALLS as provided therein TATTERSALLS shall within 24 hours of discovery of the said breach notify the Purchaser of the same and the Purchaser may then elect to return to the Lot to the Vendor under this Condition.

(c) The Vendor and Purchaser hereby expressly acknowledge and agree that although an "A" sample and a confirmatory "B" sample may be taken from the Sample it is sufficient, for the purpose of this Condition, only that the "A" sample taken from the Sample has tested positive for the presence of any substance proscribed by that Racing Authority and it is further acknowledged and agreed that neither the parties nor TATTERSALLS shall have regard to the outcome of any testing of the "B" sample for the purpose of this Condition.

23.4 Where the Purchaser elects to return to the Lot to the Vendor pursuant to sub-condition **23.3** such election may and may only be made by returning the Lot to TATTERSALLS at any premises designated by TATTERSALLS together with a notice in writing of such an election within 7 days of the date on which TATTERSALLS gives its notice to the Purchaser. Failure to comply with this sub-condition shall be an absolute bar to any claim that the Purchaser is entitled to return the lot under this Condition.

23.5 (a) Upon the Lot having been returned to TATTERSALLS and upon TATTERSALLS having received the Purchaser's notice in accordance with sub-condition 23.4 hereof, TATTERSALLS shall give notice to both Vendor and Purchaser that the contract of sale in respect of the said Lot has been determined.

(b) The Lot shall be at the Purchaser's risk in all respects from the time the Lot is sold until notice is given by TATTERSALLS in accordance with Condition 23.5 (a) hereof. For the avoidance of doubt, in any case where TATTERSALLS has given such notice the Lot is thereafter at the risk of the Vendor.

(c) If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition:
(i) the Vendor shall pay to TATTERSALLS on invoice the commission provided for at Condition 3.2 hereof;
(ii) the Vendor shall indemnify TATTERSALLS against all costs claims demands actions and expenses arising out of or in connection with this Condition;
(iii) save as provided for in sub-condition 23.6 the Purchaser shall pay any transport, keep or other costs incurred by the Purchaser in connection with the Lot between the date of purchase of the Lot and the date on which the contract of sale is determined and such costs shall be for the Purchaser's account in any event.

23.6 Where the Purchasers has elected to return the Lot to the Vendor pursuant to sub-condition 23.3 (b), the Vendor shall pay all reasonable transport, keep or other costs incurred by the Purchaser in connection with the Lot between the date on which the vendor was obliged to give notice to TATTERSALLS under ub-condition 23.1 and the date on which the contract of sale is determined.

23.7 (a) Any notice under this Condition shall be in writing and shall be delivered by hand or sent by first-class post or by fax or email to the Vendor or to the Purchaser at the address given in the sales entry information or Purchase Confirmation form as the case may be, or at their normal address of residence or business. Such notice shall be given or deemed given on the date of delivery or the second day after posting or on the day of transmission of the fax or email as the case may be.

(b) For the purposes of Condition 23.4 such notice in writing shall be delivered to TATTERSALLS at Newmarket and shall not be treated as given unless acknowledged in writing by TATTERSALLS.

24. Drugs - Non-steroidal Anti-inflammatories; Corticosteroids; Clenbuterol, Anabolic Steroids and Bisphosphonates

This Condition shall apply where the Lot is described as a Yearling (other than one sold prior to 1st July to which this sub-condition does not apply), a Two-Year-Old prior to 1st April, a Store, a Horse in Training, a Horse out of Training or a Point to Pointer but not otherwise.

For the purposes of this Condition Proscribed Drugs shall mean any of the following drugs, namely non-steroidal anti-inflammatory drugs, corticosteroids, clenbuterol, anabolic steroids (meaning an anabolic androgenic steroid, or a metabolite, an isomer, an isomer of the metabolite or a pro-drug of the substance) and bisphosphonates.

24.1 A Lot shall be returnable to the Vendor where the requirements of each of sub-conditions 24.2 to 24.5 of this Condition are satisfied.

24.2 TATTERSALLS have received a written notice from the Purchaser before 5pm on the first day after the day on which the Lot was sold stating the Purchaser's intention to have a blood sample taken from the Lot and tested for the presence of Proscribed Drugs.

24.3 A blood sample has been taken from the Lot by a veterinary surgeon of the Purchaser's choice before it leaves the Vendor's premises and in any event by no later than 5pm on the second day after the day on which the Lot was sold time being of the essence for this purpose. The Vendor hereby agrees to permit the Purchaser's veterinary surgeon access to the Vendor's premises and to the Lot for the purpose of taking of a blood sample from the Lot during the said period and any failure to provide such access shall render the Lot returnable to the Vendor in any event.

24.4 TATTERSALLS have received both a written notice from the Purchaser electing to return the Lot to the Vendor together with a certificate in writing from a recognised laboratory before 5pm on the fourteenth day after the day on which the Lot was sold (time being of the essence for this purpose) certifying that the blood sample submitted to them by the Purchaser's veterinary surgeon in respect of the Lot contains any of the Proscribed Drugs. The Vendor and Purchaser agree that Tattersalls may in its discretion extend the fourteen day period referred to in this sub-condition by a period of up to a further fourteen days if it has received notification from a recognised laboratory that it requires additional time in which to issue the said certificate.

24.5 Where the Purchaser elects to return the Lot to the Vendor under this Condition such election must be made by returning the Lot to TATTERSALLS at Park Paddocks or other premises designated by TATTERSALLS with a notice in writing of such election within 7 days of the date on which TATTERSALLS receive the Purchaser's written notice under sub-condition 24.4. Failure to comply with this sub-condition within the time stipulated therein shall be an absolute bar to any claim that the Purchaser is entitled to return the Lot under this Condition and the Purchaser shall be bound to keep the Lot and pay the full amount of the purchase price therefor. Any transport, keep and other costs incurred by the Purchaser in connection with the Lot shall be for the Purchaser's account in any event.

24.6 Upon the Lot being returned to TATTERSALLS at Park Paddocks or other premises designated by it, TATTERSALLS shall give notice to both Vendor and Purchaser that the contract of sale in respect of the said Lot has been determined.

24.7 The Lot shall be at the Purchaser's risk in all respects from the time the Lot is sold until notice is given by TATTERSALLS in accordance with sub-condition 24.6 hereof. For the avoidance of doubt, in any case where TATTERSALLS has given such notice the Lot is thereafter at the risk of the Vendor.

24.8 If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition the Vendor shall pay to TATTERSALLS on invoice a sum equivalent to the commission that would be payable under these Conditions of Sale had the contract of sale not been determined by the Purchaser

24.9 The Vendor and Purchaser hereby expressly agree that where a blood sample taken from a Lot in accordance with this Condition is damaged, lost or stolen or is otherwise incapable of being satisfactorily analysed for the purpose of this Condition the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot.

24.10 The Vendor and Purchaser hereby expressly agree that where the Vendor has permitted the Purchaser's veterinary surgeon access to the Vendor's premises and to the Lot for the purpose of taking of a blood sample from the Lot during the period referred to in sub-condition 24.3 and where the Purchaser's veterinary surgeon has provided a written certificate to TATTERSALLS that he has not been able to take a blood sample from the Lot having used such best endeavours as are commensurate with the circumstances, the Lot shall be returnable to the Vendor and the contract of

sale determined.

24.11 For the avoidance of doubt, time runs for the purposes of the Conditions of Sale generally notwithstanding the taking of a blood sample from the Lot in accordance with this Condition.

24.12 Any notice under this Condition shall be in writing and shall be delivered by hand or sent by email, first-class post or by fax. Such notice shall be deemed to have been given on the date of delivery, or the second day after posting or on the day of transmission as the case may be.

25. Piroplasmosis

This Condition shall apply where the Lot is described as a Yearling (other than one sold prior to 1st July to which this sub-condition does not apply), a Two-Year-Old prior to 1st April, a Store, a Horse in Training, a Horse out of Training, a Point to Pointer, a Stallion, a Mare but not otherwise.

25.1 Unless described without qualification as either positive or doubtful for Piroplasmosis a Lot shall be returnable to the Vendor where the requirements of each of sub-conditions 25.2 to 25.5 of this Condition are satisfied.

25.2 TATTERSALLS have received a written notice from the Purchaser before 5pm on the first day after the day on which the Lot was sold stating the Purchaser's intention to have a blood sample taken from the Lot and tested for the presence of Piroplasmosis.

25.3 A blood sample has been taken from the Lot by a veterinary surgeon of the Purchaser's choice before it leaves the Vendor's premises and in any event by no later than 5pm on the second day after the day on which the Lot was sold time being of the essence for this purpose. The Vendor hereby agrees to permit the Purchaser's veterinary surgeon access to the Vendor's premises and to the Lot for the purpose of taking of a blood sample from the Lot during the said period and any failure to provide such access shall render the Lot returnable to the Vendor in any event.

25.4 TATTERSALLS have received both a written notice from the Purchaser electing to return the Lot to the Vendor together with a certificate in writing from a recognised laboratory before 5pm on the fourteenth day after the day on which the Lot was sold (time being of the essence for this purpose) certifying that the blood sample submitted to them by the Purchaser's veterinary surgeon in respect of the Lot and tested in accordance with the OIE Protocol using either a Piro IFA test or a C-ELISA test contains a level of Theileria equi or Babesia Caballi which is deemed positive or doubtful for piroplamosis.

25.5 Where the Purchaser elects to return the Lot to the Vendor under this Condition such election must be made by returning the Lot to TATTERSALLS at Park Paddocks or other premises designated by TATTERSALLS with a notice in writing of such election within 7 days of the date on which TATTERSALLS receive the Purchaser's written notice under sub-condition 25.4. Failure to comply with this sub-condition within the time stipulated therein shall be an absolute bar to any claim that the Purchaser is entitled to return the Lot under this Condition and the Purchaser shall be bound to keep the Lot and pay the full amount of the purchase price therefor. Any transport, keep and other costs incurred by the Purchaser in connection with the Lot shall be for the Purchaser's account in any event.

25.6 Upon the Lot being returned to TATTERSALLS at Park Paddocks or other premises designated by it, TATTERSALLS shall give notice to both Vendor and Purchaser that the contract of sale in respect of the said Lot has been determined.

25.7 The Lot shall be at the Purchaser's risk in all respects from the time the Lot is sold until notice is given by TATTERSALLS in accordance with sub-condition 25.6 hereof. For the avoidance of doubt, in any case where TATTERSALLS has given such notice the Lot is thereafter at the risk of the Vendor.

25.8 If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition the Vendor shall pay to TATTERSALLS on invoice a sum equivalent to the commission that would be payable under these Conditions of Sale had the contract of sale not been determined by the Purchaser

25.9 The Vendor and Purchaser hereby expressly agree that where a blood sample taken from a Lot in accordance with this Condition is damaged, lost or stolen or is otherwise incapable of being satisfactorily analysed for the purpose of this Condition the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot.

25.10 The Vendor and Purchaser hereby expressly agree that where the Vendor has permitted the Purchaser's veterinary surgeon access to the Vendor's premises and to the Lot for the purpose of taking of a blood sample from the Lot during the period referred to in sub-condition 24.3 and where the Purchaser's veterinary surgeon has provided a written certificate to TATTERSALLS that

he has not been able to take a blood sample from the Lot having used such best endeavours as are commensurate with the circumstances, the Lot shall be returnable to the Vendor and the contract of sale determined.

25.11 For the avoidance of doubt, time runs for the purposes of the Conditions of Sale generally notwithstanding the taking of a blood sample from the Lot in accordance with this Condition.

25.12 Any notice under this Condition shall be in writing and shall be delivered by hand or sent by email, first-class post or by fax. Such notice shall be deemed to have been given on the date of delivery, or the second day after posting or on the day of transmission as the case may be.

26. No failure or delay on the part of TATTERSALLS (whether in connection with this or any previous sale) to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of the same or some other right, power or remedy.

27. Interest

TATTERSALLS reserves the right to charge interest at the rate of 1.5% per month or part thereof on:

(a) the Purchase Sum or any part thereof if unpaid from the date of sale and

(b) any other sum due and owing to TATTERSALLS under these Conditions of Sale from the date the liability was incurred or, if different, from the date provided for in these Conditions of Sale. Interest will not be charged on accounts cleared within 28 days of the last day of each Sale.

28. Law

These Online Conditions of Sale are to be construed and shall take effect in accordance with English Law and the English Courts shall, unless TATTERSALLS elects otherwise, have exclusive jurisdiction to hear and determine any action arising thereunder.

29. SPECIAL CONDITION APPLICABLE ONLY TO HORSES BREEZING ON 21 May 2024 and 28 May 2024

Re: Drugs - Non-steroidal Anti-inflammatories; Corticosteroids; Clenbuterol

29.1 This Condition shall apply where the Lot is described as a "Horse in Training (Breeze Up) – Sold with a Pre-Sale blood sample (subject to testing)" but not otherwise. For the purposes of this Condition Drugs shall mean any of the following drugs, namely non-steroidal anti-inflammatory drugs, corticosteroids, and clenbuterol

29.2 Where a Lot is described as a Horse in Training (Breeze Up) – Sold with a Pre-Sale blood sample (subject to testing) the Vendor shall present the said Lot to TATTERSALLS at Chelmsford City Racecourse (or such other location agreed in advance by TATTERSALLS) no later than 5:00pm on 21 May 2024 or Dundalk Stadium (or any other location agreed in advance by Tattersalls) no later than 5:00pm on 28 May 2024 and shall permit and facilitate a verterinary surgeon appointed by TATTERSALLS to take a blood sample from the Lot for the purpose of this Conditions ("the Sample").

29.3 Where TATTERSALLS have received a written notice from the Purchaser before 5pm on the first day after the day on which the Lot was sold (time to be of the essence for this purpose) requiring that the Sample taken from the Lot be tested for the presence of Drugs TATTERSALLS shall present the Sample to an independent recognised laboratory appointed by TATTERSALLS for testing to ascertain whether the Sample contains any of the Drugs.

29.4 TATTERSALLS shall notify the parties not later than 5pm on the 28th day after the day on which the Lot was sold as to whether or not the Sample contains any of the Drugs.

29.5 In the event that Tattersalls decides in its absolute discretion that the Sample taken and tested in accordance with this Condition contains any of the Drugs the Purchaser may elect to return the Lot to the Vendor under this Condition and such election must be made by returning the Lot to TATTERSALLS at Park Paddocks or other premises designated by TATTERSALLS with a notice in writing of such election within 7 days of the date on which TATTERSALLS gave notice under sub-condition 29.4, time to be of the essence for this purpose. Failure to comply with this sub-condition within the time stipulated therein shall be an absolute bar to any claim that the Purchaser is entitled to return the Lot under this Condition and the Purchaser shall be bound to keep the Lot and pay the full amount of the purchase price therefor. Any transport, keep and other costs incurred by the Purchaser in connection with the Lot shall be for the Purchaser's account in any event.

29.6 Upon the Lot being returned to TATTERSALLS at Park Paddocks or other premises designated by it, TATTERSALLS shall give notice to both Vendor and Purchaser that the contract of sale in respect of the said Lot has been determined.

29.7 The Lot shall be at the Purchaser's risk in all respects from the time the Lot is sold until notice is given by TATTERSALLS in accordance with sub-condition 29.6 hereof. For the avoidance of doubt, in any case where TATTERSALLS has given such notice the Lot is thereafter at the risk of the Vendor.

29.8 If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition the Vendor shall pay to TATTERSALLS on invoice a sum equivalent to the commission that would be payable under these Conditions of Sale had the contract of sale not been determined.

29.9 The Vendor and Purchaser hereby expressly agree that where the Sample taken from a Lot in accordance with this Condition is damaged, lost or stolen or is otherwise incapable of being satisfactorily analysed for the purpose of this Condition the Purchaser shall be bound to keep and pay the full amount of the Purchase Sum for the Lot.

29.10 The Vendor and TATTERSALLS hereby expressly agree that where the Vendor has permitted TATTERSALLS' veterinary surgeon access to the Lot for the purpose of taking of a blood sample from the Lot pursuant to this Condition and where TATTERSALLS' veterinary surgeon has provided a written certificate to TATTERSALLS that he has not been able to take a blood sample.

30. Where special arrangements are published on the Tattersalls Online website they are hereby incorporated into the Conditions of Sale.