

BUYERS TERMS AND CONDITIONS

Prospective Buyers: All purchases through this sale are bound to the terms and conditions set forth herein, whether buyer has read them or not. Please take the time to read and become familiar with them, and be aware that all transactions in this sale are governed by these terms and conditions. The failure of any buyer to comply with the terms and conditions set forth here will constitute default by the buyer.

1. All horses are offered for sale according to the laws of the State of Oregon. Horses presented in this sale are AS IS. We offer no warranty!!! There is no representation or warranty expressed or implied by the Auctioneers or Sale Management as to soundness or fitness for any particular purpose of any horse offered in this sale. The seller is the responsible party for all representations or warranties, expressed or implied, concerning the condition of any horse. If any specific guarantee is made by the owner, the right of recourse must be directly to the owner and not through the sales management.

2. Buyers have the right and are encouraged to have a veterinarian of their choice examine any horse offered in the auction. Purchasers of horses in this sale acknowledge that they have had the opportunity to thoroughly examine by veterinarian or otherwise each horse that they have purchased and hereby accept any horse they purchase with all defects and conditions "as-is" except those that are specifically warranted in these conditions by announcements from the auction stand. Veterinarian assistance will be at the buyer's expense. You are strongly encouraged to examine the horse prior to purchasing. Because of this condition, there can be no refusal to pay for a horse following the sale as a result of any condition that may be discovered after it is purchased.

3. Every effort has been made to assure correctness of this catalog. The Sale Management and auctioneers are not responsible for error or omissions and assume no liability on their part as to any statements, verbal or written, regarding horses sold.

4. Auctioneer announcements take precedence over printed matter in the catalog. Buyer is bound by all announcements from the auctioneer stand at the commencement of the sale and at the time of sale of each individual horse.

5. The highest bidder is the buyer. If a dispute should arise between bidders, the disputed horse will immediately be put up for bid again. In any dispute, the auctioneer has sole authority and his decision is final. The right to bid is reserved by the seller unless otherwise announced.

6. Title to and the risk of loss passes to the buyer when the animal is announced "sold" by the auctioneer. All buyers will fill out and sign an acknowledgment of purchase brought to them by the ticket runner. Effective immediately from the time of purchase the buyer assumes complete responsibility for the maintenance and care, feeding and watering of the animal. However, horses may not leave the grounds until final settlement has been made on all purchases.

7. Terms of sale are Cash, Visa, MasterCard or Discover. Payment in full must be made to the cashier immediately after the sale. All horses must be paid for through the sale office immediately following sale on the 9th. Method of payment shall be cash, cashier's check, traveler's checks, or personal check with two forms of identification; Visa, or MasterCard. All credit card purchases will be subject to a 3% handling fee. Transfer of ownership on any animal will not be complete until full payment is made to Duarte Sales Inc.. Sale Management will hold all registration papers until the buyer's checks clear the bank. All returned or insufficient funded checks will immediately be turned over to the County District Attorney and charges will be filed. All court costs, filing fees, expenses of collection (including reasonable attorney fees) and all expenses of insuring, maintaining, transporting or reselling any animal incurred by the consignor or Sale Management, arising from buyer default, will be paid by the buyer.

8. Risk of loss passes from the owner to the buyer immediately after the horse is struck down by the auctioneer. This shall especially be the condition in the case of illness, injury, or death of any horse after it has been sold. The buyer agrees to indemnify and hold the owner and Sale Management harmless from all loss, cost, and expense arising from the illness, injury, or death of a horse or loss or damage to property, and injury or death of persons caused by the buyer, the buyer's agents or employees, or by the horse after the horse has been purchased.

9. Buyers are cautioned to be careful while on the grounds and particularly while horses are being shown or sold in the sale ring. All persons attending the sale do so at their own risk. Neither the owners nor any person connected with this sale assume any liability, legal or otherwise, for accidents to persons or property before, during or after the sale.

Information in catalog has been provided strictly by consignor and sale committee.

Sellers: It is your responsibility to verify your catalog Page(S) and report any changes to the sale committee Immediately.