

TERMS AND CONDITIONS OF THIS SALE
IMPORTANT AND LEGALLY BINDING RULES APPLICABLE TO THIS SALE.
PLEASE READ CAREFULLY AND COMPLETELY.

1. These Terms and Conditions Govern the Sale and Use of Site. This sale (the "Sale or the "Auction") is conducted online at www.baryquarterhorses.com/auction (the "Site") by Bar Y Ranch Quarter Horses, LLC ("BAR Y") and the Sale is governed by these Terms and Conditions of Sale (the "Terms and Conditions" or the "Terms" or the "Conditions") and by all announcements posted to the Site by BARY or administrators of the Site ("Announcements"). Use of this Site, registration to use this Site or to sell, bid on or purchase any horses sold at any Sale or with respect to any other products or services offered on this Site are subject in all respects to these Terms and Conditions, the Site Terms of Use and Privacy Policy, all of which are incorporated herein by reference. Each person using this Site, registering for this Site or otherwise participating in the Sale in any manner hereby agrees to be bound by these Terms and Conditions, the Site Terms of Use and Privacy Policy. All sellers, prospective bidders, buyers, owners, consignors, agents, and all other interested parties and all sales are therefore bound by and subject to the provisions of the Terms and Conditions, Site Terms of Use and Privacy Policy and the Announcements.

2. **DISCLAIMER OF WARRANTIES.** All prospective buyers are urged to carefully examine any horses in which they may be interested (either personally and/or by their agents, representatives or veterinarians) BEFORE bidding. Any prospective purchasers may coordinate with BAR Y regarding any veterinary examinations such purchaser may elect to do, provided such veterinary examinations must be made prior to the Sale. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR UNLESS OTHERWISE EXPRESSLY ANNOUNCED IN AN ANNOUNCEMENT, THERE IS NO WARRANTY OR GUARANTY OF ANY KIND, EXPRESS OR IMPLIED, BY SELLER (BAR Y) WITH RESPECT TO THE HEALTH, PHYSICAL CONDITION, BREEDING SOUNDNESS, FERTILITY, SHOWING SOUNDNESS, CONDITION OR ANY OTHER MATTER REGARDING ANY HORSE OFFERED FOR SALE OR SOLD IN THIS SALE AND IN PARTICULAR, BAR Y, MAKE NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND BAR Y, SPECIFICALLY DISCLAIM SAME. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR OTHERWISE EXPRESSLY ANNOUNCED IN AN ANNOUNCEMENT, ALL HORSES SOLD IN THE SALE ARE SOLD ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS.

In an event a dispute should arise as to a particular defect which should have been, but was not announced as described above, the buyer has the right to have a veterinarian examine the horse he has purchased to determine if that horse suffers from this defect. Examination must be within (7) seven days of receipt of horse. Bar Y must be notified immediately. If purchaser's veterinarian determines the horse to have an alleged defect, Bar Y shall appoint a veterinarian of their choosing to review examination notes and determine if the horse has these defects and if these were present at the time of sale. His or her decision will be final. If the Bar Y veterinarian determines that the defect was present at the time of sale and was not announced, the sale of the horse is null and void. If the horse is determined by the Bar Y veterinarian not to have the alleged defect, the sale of said horse is valid and enforceable and the purchaser assumes all

costs of examination, treatment and sale purchase price. In settling a dispute, the decision of the Bar Y veterinarian is final.

3. Health

All Horses in sale will have a current negative Coggins, brand inspection and health certificate in order to travel out of state. We strongly encourage buyers to thoroughly examine horses that interest them. Buyers wishing to arrange soundness exams can do so at the buyers' expense.

4. Registration and Transfer

All AQHA registered horses will sell with registration papers and a signed transfer. In order to transfer ownership, you must have a current AQHA membership. Horses selling non-registered will receive a bill of sale.

5. Transportation

Transportation needs to be arranged by the buyer and at the buyer's expense. We are happy to work with transport services to set up pick-up times. All balances must be paid in full for a horse to leave ranch property. Title to and risk of loss passes to the buyer when the animal has left the Bar Y property. It will be the sole risk and responsibility of the buyer and the buyer assumes all responsibility for the care and maintenance of the horse. Bar Y Ranch harmless from all loss, cost and expense arising from illness and injury, or death of such animal, or loss or damage to property and injured or death of persons caused by themselves, their agents or employees, or by the animal, subsequent to the time of the horse leaving the Bar Y property.

6. Holding stipulation

Horses will be held at Bar Y Ranch for no longer than thirty (30) days after close of sale, unless previously arranged with Bar Y.

7. Bidding

(a) Online Bidding. Each horse offered for sale at the Sale shall be offered pursuant to an online auction conducted on the Site at such times and for such periods as shall be determined and announced by BAR Y from time to time. Any person interested in purchasing a horse at the Sale shall be required to register with the Site. Each prospective buyer desiring to purchase a horse at the Sale shall submit bids online during the term of the Sale for such minimum amounts and in such minimum increments as may be established by BAR Y from time to time. Each bid submitted by any prospective purchaser shall be an irrevocable, binding offer to purchase such horse for the amount of such bid. In the event two or more bids are placed for the same amount by different prospective purchasers, the first bid received by BAR Y shall be recognized as the successful bid. At the conclusion of the Sale, the highest bid offered for each horse shall be the purchase price for such horse, subject to any reserves established in accordance with these Terms and Conditions, and the purchaser who submitted such high bid shall be the purchaser of such

horse and shall be obligated to purchase such horse on the terms and conditions contained in these Terms and Conditions.

b) Resolution of Bidding Disputes. The highest bidder of any horse is the buyer. BAR Y reserves the right to reject any or all bids for any reason. In the event a dispute may arise between two (2) or more bidders for the purchase of a horse, BAR Y shall adjudicate the dispute and its decision shall be absolute, final and binding upon all parties. The horse is sold at the conclusion of the Sale and any bids made or after the conclusion of the Sale are not grounds for any dispute. The final bid recognized at the conclusion of any bidding shall be deemed the sale price.

(c) Purchase Agreement; Payment; Security Interest. By registering with the Site, each person irrevocably agrees that if such person is the successful bidder of any horse offered for sale at the Sale in accordance with these Terms and Conditions, such person agrees to purchase such horse for the amount of the high bid submitted by such person and agrees to be bound by these Terms and Conditions. The successful bidder irrevocably agrees to pay a non-refundable deposit of \$300 plus 3% convenience fee (\$9) (the "Deposit") immediately upon the conclusion of the Sale for each horse purchased by such purchaser. The purchaser will pay the balance of the full amount of the purchase price within five (5) days of the conclusion of the Sale. All sales are made in U.S. currency for cash, approved bank check, certified check, credit card or such other method as may be acceptable to BAR Y in its sole and absolute discretion. In the event such purchaser does not have a credit card on file, the amount of the Deposit or the balance of the purchase price exceeds the credit limit attributable to such card, BAR Y is unable to charge such card or for any other reason the card is not charged, purchaser agrees to deliver the Deposit immediately upon conclusion of the Sale and the balance of the full amount of the purchase price for each horse purchased by such purchaser at the Sale to BARY within five (5) days following the conclusion of the Sale by such means as are acceptable to BARY in its sole discretion. Failure of purchaser to timely pay the Deposit or the balance of the full amount of the purchase price in accordance with this Section shall constitute a default by purchaser and BARY shall be entitled to the rights and remedies set forth in these Terms and Conditions and applicable law.

8. Closing Default.

In the event any buyer fails or refuses timely to pay the Deposit or to timely pay the balance of the full purchase price of any horse purchased by such buyer in accordance with these Terms and Conditions, fails to Close due to default by purchaser or in the event any such buyer makes payment by any negotiable instrument that is dishonored, cancelled, stopped or returned to BAR Y marked insufficient funds shall immediately become a defaulter (a "Defaulter"). The defaulter will be contacted and if correct payment has not been received within (3) days, the defaulter's winning bid will be void and the horse purchased will be resold.