

# 2027 Tasmanian Harness Yearling Sale - Nutrien Equine Standardbred Terms and Conditions

## IMPORTANT PLEASE READ

All bids and offers to purchase shall be treated as offers made upon the following Conditions of Sale and all persons attending the sale. All bidders at the sale are deemed to have notice of such Conditions of Sale.

### CONDUCT OF SALE

- 1.1 Nutrien may appoint a person or persons as Auctioneers to carry on sales under these terms and conditions and that person or persons must carry out the functions set out these terms and conditions and holds the authority which is contained in the document.
- 1.2 All auctions shall be conducted subject to these terms and conditions.
- 1.3 Subject to any reserve price, the highest bidder shall be the Purchaser.
- 1.4 Consignors must give written instruction to the Auctioneer specifying the reserve price prior to commencement of the auction of their Lot(s). In the absence of such instructions, the Auctioneer may sell without any reserve price or may withdraw the horse from the sale.
- 1.5 The Consignor shall have the right to bid personally or through an agent during the sale of each respective lot.
- 1.6 The Consignor shall not enter a bid personally, or through an agent/associate, at a price equal or above the Consignor's nominated reserve (unless the Consignor is only a part-owner of the horse and is bidding with the sole intention of buying out the other owner(s)).
- 1.7 The Auctioneer shall have the right to bid as an agent of the Consignor on any lot on which a reserve price has been placed up to that reserve price.
- 1.8 The Auctioneer may determine an upset price for each lot, with the sale upset set at \$5,000 (plus GST where applicable) and if no bid at or above the upset price is received upon the lot entering the sales ring, the Auctioneer may pass in the lot.
- 1.9 The option of the last bidder to buy a passed in lot at the reserve price must be exercised immediately after the horse has been passed in by proceeding directly to the back of the auction box and notifying the Auctioneer's assistant. Otherwise the horse maybe purchased by private treaty with any registered buyer.
- 1.10 If a bid is disputed, or there is any other problem in relation to the Sale, the Auctioneer will be the sole arbiter of the dispute and may settle the dispute or problem on whatever terms the Auctioneer sees fit. The Auctioneer's decision shall be final and binding on all parties.
- 1.11 The Auctioneer shall have the right and absolute discretion to:
  - 1.11.1 determine who is the Purchaser;
  - 1.11.2 settle any dispute in such a manner as it thinks fit;
  - 1.11.2 withdraw any Lot before or during the Sale without being required to provide a reason for the withdrawal;
  - 1.11.3 advance the bidding as it thinks fit;
  - 1.11.4 exclude any person from the Sale Venue; or
  - 1.11.5 refuse to acknowledge any bid without giving any reason therefore, and the Auctioneer's decision shall be final and binding upon all persons;
  - 1.11.6 bid as an Agent on behalf of a principal.
  - 1.11.7 Reject the bid of an unregistered buyer and re-offer the lot for sale.
- 1.12 All sales are made at the final bid accepted by the Auctioneer in Australian currency dollars. (Any other bids displayed on any currency indicator board are displayed as a guide only)

**OUTSIDE SALES**

- 1.13 A lot entered for sale at the auction may be sold outside the auction only in accordance with the following provisions:
- 1.13.1 No lot shall be sold privately prior to the auction without the prior written consent of Nutrien. Any lots sold prior to auction are ineligible to sustain for any future race series.
  - 1.13.2 Any lot passed in at auction shall, unless Nutrien waives this condition, remain at the reserve price for a period of 14 days.
  - 1.13.3 Any person wishing to make an offer on a passed in lot should contact Nutrien who will then make the offer to the Consignor. If an offer is accepted by the Consignor, the Purchaser also has the option of sustaining the lot for any future race series, provided that the Purchaser immediately notifies Nutrien of their intention to sustain, and that the sale takes place within 14 days of the auction date when the lot was originally passed in.
  - 1.13.4 All horses wishing to be sustained for any future race series, must be paid in full on the day of sale, or a passed in lot being sold within 14 days of sale, so all sustained horse details can be forwarded to the relevant racing authorities.
  - 1.13.5 In the event that a Consignor is forced to withdraw a horse from sale, due to injury or illness, the horse must be present at the nominated sale to be considered for a passed in sale sustaining entry.

**CONSIGNOR'S OBLIGATIONS**

- 1.14 The Consignor shall be responsible for the accuracy of any statement, description or particular, relating to the horse contained in the Sale Catalogue and shall notify the Selling Agent or Auctioneer of any error or omission or inaccuracy prior to the Sale of the particular Lot.
- 1.15 The Consignor shall, before the Sale, provide each horse with a proper and secure headstall which shall remain the property of the Consignor. No horse shall be permitted to enter the Sale Ring unless equipped with such headstall and a rearing bit.
- 1.16 Upon delivery of the horse to the buyer the Selling Agent shall provide the horse with a suitable headstall which shall remain the property of the buyer.
- 1.17 The Consignor guarantees that any horse offered for sale:
- 1.17.1 Will not be in foal unless so stated in the Sale Catalogue or by the Auctioneer prior to the Auction of that particular lot;
  - 1.17.2 Full and complete disclosure has been made to the Auctioneer as to whether the horse has undergone invasive joint surgery or surgical intervention of the upper respiratory tract or has undergone abdominal surgery of any type (and the Consignor is solely responsible for ensuring the complete accuracy of the disclosure to the Auctioneer);
  - 1.17.3 Is correctly sexed;
  - 1.17.4 The horse's identity and ownership is genuine.

- 1.18 All horses must be presented for inspection prior to sale to inspectors appointed by the relevant state racing authorities, where requested.
- 1.19 Each horse shall be at the Consignor's risk as to damage or injury whether by disease, accident or otherwise from the time of delivery to the selling complex until the horse has been sold when the risk transfers to the buyer.
- 1.20 The Consignor warrants that the horse is not broken to gait (pacer) and is generally only educated to be handled.

#### **RISK AND EXPENSE**

- 1.21 Upon the fall of the hammer each Lot shall be at the risk and expense in all respects of the Purchaser and the Purchaser shall indemnify the Auctioneer and Promoter in respect of and pay to the Auctioneer and Promoter on demand all losses, damages, costs and expenses incurred or suffered by the Auctioneer or Promoter in respect of the Lot while the Lot is at the Purchaser's risk and expense. In particular, the Purchaser will be liable for livery, agistment and transport charges of Lots not removed on the day of the Sale and they may be moved to alternate stables or agistment at the Auctioneer's or Promoter's discretion. Payment of Lots shall not be regarded as made until such charges have been paid.
- 1.22 Prior to the fall of the hammer each Lot shall be at the risk and expense in all respects of the Consignor, and the Consignor shall indemnify the Auctioneer and Promoter in respect of and pay to the Auctioneer and Promoter on demand all losses, damages, costs and expenses incurred or suffered by the Auctioneer or Promoter in respect of the Lot while the Lot is at the Consignor's risk and expense.
- 1.23 Notwithstanding any other provisions hereof, the Auctioneer or Promoter shall not be liable for any damage, loss or injury occurring to any Lot or to any person or property caused by any Lot, whether caused by disease, accident, the negligence of the Auctioneer or otherwise and whether the Lot shall be in the custody, control or possession of the Auctioneer or otherwise.
- 1.24 The Auctioneer may upon receipt of written instruction to do so, or where the Auctioneer in its absolute discretion considers it desirable to do so, make arrangements on the Purchaser's or Consignor's behalf of the stabling, feeding, transportation or general attendance to Lots while at the Sale's Venue, provided that the Auctioneer accepts no responsibility for any act or omission whether negligent or otherwise in respect of the stabling, feeding, transportation and or general attendance of the Lot.
- 1.25 Any Lot not sold, or in respect of which any Sale is subsequently terminated, shall remain at or revert to the risk and expense in all respects of the Consignor who shall arrange for the removal of the Lot immediately following the Sale.

#### **INSPECTION AND EXAMINATION**

- 1.26 All Lots may be inspected by Nutrien, the Auctioneer or the Promoter at all reasonable times prior to the Sale. Prior to the Sale, a prospective Purchaser may arrange for a veterinary examination of a Lot with the Consignor. Such examination shall be carried out in the privacy of a stable and may not be carried out in the Sale Ring or within the public view. The cost of this examination shall be paid by the prospective Purchaser, solely to whom the veterinarian should make his report.
- 1.27 Subject to clause 1.59 to 1.62, the Purchaser assumes all consequences and risk arising from failure to carry out an inspection or to seek examination of a Lot.
- 1.28 The Auctioneer or Promoter has the right to refuse entry to any yearling deemed to be inadequately prepared for the Sale.
- 1.29 The Promoter has the right to refuse entry to the Sale Ring any person parading a yearling who is deemed to be unprofessional or inadequately attired. In such circumstances, the Auctioneer will provide a person to parade the yearling and pass the cost on to the Consignor.

#### **PURCHASE AND PAYMENT**

- 1.30 On the fall of the hammer the Purchaser shall give his Bidder Registration Number, name and address and the name and address of the principal for whom he bids (if applicable) to the Auctioneer and shall immediately complete, sign and hand to the Auctioneer a copy of these Conditions, and any acknowledgement of his purchase in such form as shall be required by the Auctioneer and provide to the Auctioneer any such other information in respect of the purchase as the Auctioneer may reasonably require.
- 1.31 The full purchase price shall be due and payable to the Promoter in Australian currency within thirty (30) days of the Sale or within such other payments terms set by the Promoter or within such other period of time as the Auctioneer or the Promoter in its absolute discretion may agree, time being of the essence, notwithstanding that delivery may not have been made.
- 1.32 The Purchaser shall pay to the Promoter on demand all collection costs and expenses (including legal costs) incurred in recovering any payment from the Purchaser.
- 1.33 No rebate shall be allowed to any agent accepting an invoice on behalf of a buyer.

## CREDIT ARRANGEMENTS

- 1.34 Purchasers who require credit are to make application to Nutrien on behalf of the Promoter and an account must be in place at least 48 hours prior to any purchase.
- 1.35 Purchasers who enter into credit arrangements with Nutrien on behalf of the Promoter may be charged an interest rate from the due date of payment if they default on said credit arrangement.
- 1.36 Payment under any credit arrangement must be made in full by the Purchaser within thirty (30) days of the date of the Sale.
- 1.37 For any Purchaser that defaults on their credit arrangements, the Promoter reserves the right to take all or any action for enforcement thereof available to it, including an Unpaid Forfeits listing with the appropriate Harness Racing Authority/Office of Racing Integrity.

## DELIVERY

- 1.38 The removal of the Lot from the Sale Venue and into the Purchaser's possession will be agreed between the Purchaser and the Consignor.
- 1.39 The delivery of the Lot to the Consignor will not occur until:
  - 1.39.1 the Promoter shall have received from the Purchaser full payment of all monies payable by the Purchaser to the Promoter pursuant to these Conditions (including the purchase price for the Lot, unless the Promoter is satisfied that a prior credit or terms agreement in writing has been made with the Auctioneer or Consignor) or any other agreement, oral or written, entered into between the Auctioneer or Consignor and the Purchaser, and until all bills or exchange tendered in payment have been honoured;
  - 1.39.2 the Purchaser shall have completed signed and delivered to the Auctioneer a delivery slip in the form required by the Auctioneer;
  - 1.39.3 the Purchaser shall have complied to the satisfaction of the Auctioneer, with all his other obligations in respect of insurance of the Lot pursuant to Condition 10;
  - 1.39.4 where the Purchaser requires the Lot to be delivered to his agent, the Consignor has received a written direction from the Purchaser directing the Consignor to deliver the Lot to such Agent providing that nothing in this Condition shall oblige the Consignor to obtain such written authority from an Agent prior to delivering any Lot to such Agent; and
  - 1.39.5 The Purchaser shall ensure that the Auctioneer has checked and confirmed the identity of the Lot prior to its removal from the site.

## INSURANCE

- 1.40 Where delivery of any Lot is agreed between the Purchaser and Consignor prior to the Promoter or Consignor receiving from the Purchaser the full purchase price for the Lot, or on the basis of any credit or terms agreement made between the Auctioneer/Promoter and the Purchaser or the Consignor and the Purchaser whether before or after the Sale, the Purchaser shall effect and maintain until such time as the Promoter/Consignor shall have received all monies payable in respect of the Lot or repayable by the Purchaser pursuant to any credit agreement entered into in respect of the purchase of the Lot, at the Purchaser's cost and expense, insurance satisfactory to the Auctioneer/Nutrien in respect of the damage, injury or death of the Lot from any cause whatsoever and shall ensure that the policy of insurance bears an endorsement as may, in the opinion of the Auctioneer, be necessary to transfer to the Promoter and/or the Consignor all the Purchaser's interest under such insurance absolutely.
- 1.41 In the event that the Purchaser fails to produce evidence to the Auctioneer within one hour of purchase that he has met his insurance obligations pursuant to Clause 1.40, the Purchaser authorises the Auctioneer to enter into such a policy of insurance on the Purchaser's behalf and the Purchaser shall indemnify the Auctioneer in respect of and pay to the Auctioneer on demand all costs incurred by the Auctioneer in respect of the policy of insurance. Payment of Lots shall not be regarded as made until such charges have been paid.
- 1.42 Nothing in Clause 1.41 seeks to impose an obligation on the Auctioneer to obtain a policy of insurance on the Purchaser's behalf. Any decision to obtain such a policy of insurance will be at the discretion of the Auctioneer, and the Purchaser acknowledges that the Auctioneer has no liability whatsoever in the event that the Auctioneer does not obtain a policy of insurance in respect to a particular Lot.

## TITLE OF LOTS

- 1.43 Notwithstanding any express or implied provisions hereof to the contrary and notwithstanding that delivery of any Lot may have been or possession obtained; title in a Lot shall not pass to the Purchaser until all monies payable by the Purchaser to the Promoter pursuant to these Conditions of Sale have been received by the Promoter and all bills of exchange tendered in payment of such monies have been honoured.

- 1.44 Where delivery of any Lot is made to the Purchaser prior to title in the Lot passing to the Purchaser pursuant to these Conditions of Sale, the Purchaser shall hold the Lot as bailee only and shall not deal with the Lot in any manner inconsistent with the reasonable directions which may be given from time to time by the Consignor and/or the Promoter or the Auctioneer.
- 1.45 Until title of the horse has passed to the Purchaser, the Purchaser shall not exercise or purport to exercise any rights of ownership or possession including, without limitation, registering or racing the horse.

#### **DEFAULT BY PURCHASER**

- 1.46 In the event that the Purchaser breaches any of these conditions and fails to remedy such breach within reasonable time after receiving written notice from the Consignor or the Promoter requiring such breach to be remedied, or all monies payable by the Purchaser to the Promoter pursuant to these Conditions shall not have been paid and liquidated by the due date for payment thereof, or where the Promoter has, in its discretion, agreed to an extension of the date for payment (in which event time shall be of the essence in respect of such extended date) and the same shall not have been paid and liquidated by such extended date; the Promoter or the Consignor may at the time without prejudice to any other rights or remedies which the Promoter or Consignor may have at law or in equity and without notice to the Purchaser:-
- 1.46.1 terminate the Sale of the Lot; and/or
  - 1.46.2 immediately retake possession of the Lot and for that purpose the Purchaser hereby irrevocably grants to the Promoter and/or Consignor full leave and licence to enter into or upon any premises controlled by the Purchaser upon which the Lot may be or may reasonably be believed to be situated and to use any reasonable force as may be necessary for the purpose of repossessing the Lot, or as the agent of the Purchaser to enter upon any other premises upon which the Consignor may enter for the purpose of repossessing the Lot, without notice to the Purchaser and without liability to the Purchaser or any person claiming under the Purchaser; and/or
  - 1.46.3 resell the Lot by auction or private Sale at the risk and expense of the Purchaser and if upon such a resale a lower price is obtained than that for which the Purchaser had agreed to buy the Lot, the Auctioneer or Consignor may recover the difference from the Purchaser as a debt due on demand together with interest from the date of Sale to the date of payment; and/or
  - 1.46.4 exercise such other rights and remedies as the Consignor or the Promoter may have against the Purchaser in respect of the Purchaser's default including, without limitation, recovering from the Purchaser all costs and expenses incurred in repossessing from the Purchaser any expense of Sale, re-Sale, livery, agistment and Auctioneer commission so incurred; and/or
  - 1.46.5 retain any deposit or part payment to the extent of twenty-five percent (25%) of the purchase price for the benefit of the Consignor.

#### **RIGHTS AND LIABILITIES OF AUCTIONEER AND PROMOTER**

- 1.47 The Auctioneer is selling any Lot at the Sale as agent for the Consignor whose name and address is disclosed in the Sales catalogue in respect of the Lot. Further, particulars of the Consignor of any Lot shall be furnished by the Auctioneer immediately upon request.

- 1.48 The Promoter is acting as an intermediary between the Consignor and the Purchaser in relation to payment for Lots.
- 1.49 Except, as otherwise expressly provided to the contrary, the Auctioneer or the Promoter has no liability or rights as principal in the capacity of a Consignor.
- 1.50 In the event of any dispute including without limitation, as to defects in title, misdescription, pedigree condition or otherwise, the Purchaser and the Consignor shall settle the matter between themselves and the Purchaser shall have no rights against nor return any Lot to the Auctioneer which acts in respect of the Sale merely as agent for the disclosed Consignor, or the Promoter
- 1.51 Notwithstanding any representation or action by the Auctioneer or Promoter which may indicate the contrary, the Auctioneer or Promoter shall be under no liability to the Consignor in respect of the Purchaser's failure to complete his purchase in accordance with these Conditions of Sale.
- 1.52 If the Promoter accounts to the Consignor for the purchase price or the balance of the purchase price owed to the Consignor less any monies owed by the Consignor to the Promoter, before the purchase price and other amounts payable by the Purchaser have been paid, title to the Lot shall thereupon pass to the Promoter, and the Promoter shall have the right and remedies under these Conditions as if it were the Consignor.
- 1.53 The description of all Lots has been provided by the Consignors, and the Auctioneer or the Promoter shall not be liable or responsible for any error whatsoever in the description of the Lot.
- 1.54 The rights and remedies of the Promoter under these conditions shall not be affected by reason of the selling commission and charges of the Promoter having been deducted by the Promoter from any payment made by the Promoter to the Consignor (if any). As between the Purchaser and the Promoter, the Purchaser waives all rights of set off, if any, the Purchaser may have against the Consignors between the Purchaser and the Consignor.
- 1.55 The Auctioneer or its servants may sign the Sale Book or any Memorandum of Sale on behalf of either the Consignor or the Purchaser or both.
- 1.56 The Auctioneer and Promoter reserves all rights to use or publish details of biddings, the identity of the Consignor and the Purchaser and all matters related to the sale of any Lot as it thinks fit.
- 1.57 The Promoter shall pay to the Consignor the net proceeds of Sale upon the expirations of thirty (30) days following the last date of Sale, provided always that payment shall not be made until:
- 1.57.1 payment of the purchase price and sustaining payment have been made by the Purchaser in full;
  - 1.57.2 delivery of the horse has been taken by the Purchaser;
  - 1.57.3 all registration documents have been completed, signed and delivered to Nutrien; and transfer of ownership has been fully effected.

#### **CONDITIONS AND WARRANTIES**

- 1.58 Other than for any express conditions, warranties or representations included herein, or as may be implied by Federal or State legislation (including the Australian Consumer Law ) and which may be excluded by agreement:
- 1.58.1 all conditions, warranties and representations in respect of a Lot or a Sale are hereby excluded;
  - 1.58.2 no condition, warranty or representation is given or implied or any be inferred from any affirmation made at or before the Sale or any of the circumstances of the Sale; and
  - 1.58.3 the Purchaser acknowledges that, in making any purchase, he is relying solely on his own enquires and inspection, and that he has not relied or been induced by any statement or representation made by the Consignor, the Promoter or the Auctioneer or by any person purporting to act on their behalf.

#### **WINDSUCKERS, WOBBLERS, IMPAIRED VISION, CRYPTORCHID (RIG)**

- 1.59 For the purpose of this Condition: "Windsucker" shall mean a Lot which suffers from the vice of noisily drawing in and swallowing air through its mouth; "Wobbler" shall mean a Lot which stands or moves unsteadily or with uncertain direction; "Impaired Vision" refers to impaired sight in one or both eyes. "Cryptorchid (Rig)" shall mean a colt in which one or both testes have not descended into the scrotum from the abdomen.
- 1.60 Should any Lot be a Windsucker, Wobbler or Cryptorchid (Rig) or to the knowledge of the Consignor have shown any symptoms of being so, the Consignor shall disclose such fact to the Auctioneer to enable the Auctioneer to disclose such fact to prospective bidders. Any horse that has impaired vision will NOT knowingly be offered for Sale.

- 1.61 In the event that any Lot proves within seven (7) days after the Sale to be a Windsucker, Wobbler or Cryptorchid (Rig) or to have been sold with impaired vision:
- 1.61.1 The Purchaser produces to the Auctioneer or Consignor prior written certification obtained at the cost of the Purchaser that the Lot is a Windsucker, Wobbler or Cryptorchid (Rig) or has impaired vision, as the case may be, signed by an independent Veterinarian approved by the Auctioneer; and
  - 1.61.2 The Auctioneer or Consignor did not disclose at the Sale that the Lot was or showed symptoms of being a Windsucker, Wobbler or Cryptorchid (Rig) or having impaired vision, as the case may be,
  - 1.61.3 the Purchaser may terminate his purchase of the Lot by giving the Auctioneer written notice of termination within seven (7) days after the date of Sale provided that the Purchaser shall upon termination at his own cost and expense, return the Lot to the address of the Consignor specified in the Sales catalogue.
- 1.62 The decision of the independent Veterinarian approved by the Auctioneer as to whether any Lot is a Windsucker, Wobbler, Cryptorchid (Rig) or has impaired vision, shall be final and binding on all parties. Where the Purchaser terminates his purchase and returns the Lot to the Consignor pursuant to Condition 1, he shall be entitled to a refund from the Consignor all purchase monies paid in respect of the lot upon receiving same shall have no further claim against the Auctioneer or Consignor.

#### **UPPER RESPIRATORY LARYNGOSCOPIC EVALUATION**

- 1.63 Notwithstanding any other provision of these Conditions of Sale and notwithstanding any prior custom and usage of the trade, horses which are sold in this Sale may be subject to a post-Sale upper laryngoscopic evaluation (excluding the trachea) by a veterinary surgeon approved by the Auctioneer obtained at the Purchaser's expense within twenty-four (24) hours of the fall of the hammer.
- 1.64 If a veterinary surgeon, so approved, is of the opinion that the horse has any of the following
- 1.64.1 laryngeal hemiplegia (Grossly deficient abductor function of one or both Arytenoid cartilages, Grades 4 and 5, Lane - Bain Fallon Proceedings 1993);
  - 1.64.2 rostral displacement of the palatopharyngeal arch;
  - 1.64.3 epiglottic entrapment
  - 1.64.4 permanent dorsal displacement of the soft palate;
  - 1.64.5 Severe arytenoid chondritis or chondroma; or
  - 1.64.6 subepiglottic cyst(s)
- and this/these condition(s) have not been announced prior to the horse being offered for Sale, then the Purchaser may cancel the Sale by notice in writing to the Auctioneer within twenty-four (24) hours of the fall of the hammer.
- 1.65 Any Purchaser who wishes to have a post-Sale upper respiratory laryngoscopic evaluation, as above is advised that this examination must be conducted by the veterinary surgeon, so approved, prior to the horse being removed from the Auctioneer's complex.
- 1.66 The Auctioneer reserves the right to obtain opinion by a panel of not more than three (3) veterinary surgeons appointed by the Auctioneer at the Purchaser's expense, before cancellation of Sale is accepted by the Auctioneer.

#### **ANABOLIC ANDROGENIC STEROIDS**

- 1.67 All yearlings nominated for the Nutrien sale may be subject to drug testing carried out by the relevant Harness Racing Authorities. Such testing may be carried out from birth through to sales day.
- 1.68 In the event that Nutrien becomes aware that a yearling has tested positive to an anabolic androgenic steroid prior to the sale, the horse will be withdrawn from the sale and not offered.
- 1.69 In the event that Nutrien becomes aware post sale that a yearling has tested positive to anabolic androgenic steroids as a result of a test carried out by the relevant Harness Racing Authority either prior to the Nutrien sales or at the Nutrien Sales, the Purchaser may terminate his purchase of the Lot by giving the Auctioneer written notice of termination within seven (7) days of receiving written notification that the horse has tested positive for an anabolic androgenic steroid.
- 1.70 In the event that the Purchaser elects to terminate his purchase, the Purchaser shall upon termination at his own cost and expense, return the Lot to the address of the preparer or Consignor (as appropriate)

- 1.71 Where the Purchaser terminates his purchase and returns the Lot to the Consignor pursuant to all other conditions, he shall be entitled to a refund from the Consignor of all purchase monies paid in respect of the lot and upon receiving same shall have no further claim against the Auctioneer or Consignor.

#### **OCCUPATIONAL HEALTH AND SAFETY**

- 1.72
- 1.72.1 The Consignor and Purchaser must comply with all of the Promoter's policies which apply at the Sale Venue and all reasonable direction of the Promoter whilst present at the Sale Venue.
  - 1.72.2 To the extent that a Consignor or a Purchaser or their employees or agents may conduct any activities at the Sale Venue then that Consignor or Purchaser shall be responsible, to the exclusion of the Auctioneer, for establishing and observing appropriate occupational health and safety procedures and for complying with any relevant legislation provisions, in relation to those activities.
- 1.73 A Consignor or Purchaser conducting any activities on the premises of the Sale Venue does so at his own risk in all respects and must indemnify the Auctioneer in respect of any claims for personal injury or damage to property which may be made against the Auctioneer arising out of any such activities.

#### **ATTORNEY**

- 1.74 The Consignor and the Purchaser for the purpose of enabling the Auctioneer to give full force and effect to these Conditions, each irrevocably appoint the Auctioneer his true and lawful attorney, with full power in his name or in the name of the Auctioneer to do all such things, to take all such action, to sign and execute all such documents, and give such instructions for the purpose of these Conditions as may be necessary or in the Auctioneer's opinion desirable, and hereby agrees to ratify and affirm anything done by the Auctioneer as such attorney.

#### **INTERPRETATION**

- 1.75 In these Conditions:
- 1.75.1 "Nutrien" means Wallabie Pty Ltd (A.C.N 100 026 613) and includes its officers and agents.
  - 1.75.2 "Auctioneer" means the respective auctioneers appointed by Nutrien to conduct the auctions contemplated by these Conditions.
  - 1.75.3 "Purchaser" means the person or corporation to whom any Lot is sold as referred to in Condition 1.
  - 1.75.4 "Consignor" means the person or corporation on whose behalf any Lot is sold by the Auctioneer and where more than one, shall mean each severally and any two or more jointly.
  - 1.75.5 "Promoter" means Tasracing Pty Ltd (ABN 62 269 303 946), identified in the Sale catalogue or other documentation issued in respect of the Sale as the promoter or sponsor of the Sale or of a closed race series or incentive race series in association with which the Sale is conducted.
  - 1.75.6 "Series Race" means the closed race series or incentive race series (if any) identified in the Sale Catalogue or other documentation issued in the respect of the Sale.
  - 1.75.7 "Lot" or "horse" includes gelding, colt and filly.
  - 1.75.8 The expression "colt" includes rig or cryptorchid, namely male animals in which one or both testes have not descended into the scrotum from the abdomen; however, it is the responsibility of the Consignor to have the Auctioneer announce that the "colt" is a rig or cryptorchid if that be so.
  - 1.75.9 Sale Venue means the venue at which the auctions contemplated by these Conditions are held.
- 1.76 Where the Purchaser of any Lot comprises more than one person or corporation, these Conditions shall bind each such person or corporation severally and any two or more of such persons or corporations jointly.
- 1.77 Where any Lot is purchased by a person as an agent for a principal, whether disclosed or undisclosed, with agent shall, without prejudice to the principal's obligations pursuant to these Conditions, be personally bound to purchase the Lot for the price accepted by the Auctioneer upon these Conditions and the term "Purchaser" shall be construed to mean each of the agent and the principal severally and both the agent and the principal jointly

#### **GST EXCLUSIVE SALE**

- 1.78 The Nutrien Equine Standardbred Yearling Sales will be conducted on a GST exclusive basis such that all bids exclude GST. Where the Consignor is registered or required to be registered for GST, the final bid price will increase by 10% on account of GST and the Consignor will provide the Purchaser with a tax invoice. If the Consignor is not registered or required to be registered for GST, GST will not be added to the final bid price.
- 1.79 The GST classification for all Lots is indicated at the top of each pedigree.

#### **DISCLAIMERS**

- 1.80 For the information of the Purchaser, the Auctioneer has provided certain information on the horses

catalogued for Sale. Any information is obviously subject to constant change and revision and its subsidiaries, officers and agent for themselves and for those whom they act, provide all information with responsibility and give no guarantee whatsoever as to its accuracy.

- 1.81 All persons who attend the Sale do so entirely at their own risk and neither (the Auctioneer), its subsidiaries, officers and agent for themselves and for those whom they act, nor the Promoter, subsidiaries, officers and agent for themselves and for those whom they act assume or accept any responsibility or liability of whatever

nature for any injury or damage whatsoever which may occur to any person or property.

#### **CATALOGUE DISCLAIMER**

- 1.82 All care has been taken in the production of this catalogue in relation to the accuracy of information contained herein. The catalogue producers will accept no responsibility for any inaccuracies contained but will undertake to the best of their ability to correct any inaccuracies during the Sale. Please note, any announcements made from the Auctioneer's Stand on the day of the Sale will take precedence over anything contained within the Catalogue.
- 1.83 As Auctioneers in the event the Consignor's Lots fall alphabetically within seven lots of each other we reserve the right to adjust the catalogue at our discretion.

#### **CHANGING ADDRESS**

- 1.84 It is the responsibility of Purchasers to inform Nutrien of your contact details to change information necessary for the delivery of appropriate notices pertaining to all sale ownership, registration and race series matters.

#### **PASSOUTS**

- 1.85 No horse will be permitted to leave the selling complex without a passout. It is the Purchasers responsibility to ensure that a passout is obtained for every horse. Passouts will only be issued at the Sale Day Office by a representative from Nutrien Equine.

#### **PAYMENT OF PURCHASES**

- 1.86 All Purchasers must report to the Sale Office to finalise payment of all purchases as soon as practicable after the fall of the hammer. Transfer papers will be provided to Purchasers upon full payment of all debts.

#### **PERSONS ACTING AS AGENTS**

- 1.87 Any person acting as agent in the purchase of a horse will be responsible for payment of that horse, unless prior arrangements have been made in writing with Nutrien Equine.

#### **POST SALE**

- 1.88 All horses are to be removed from sale complexes by 11am on the day following each sale. Any horse held after the completion of the day's selling will be at the expense of the purchaser, and any costs will be forwarded on accordingly.

#### **SUSTAINING FEES**

- 1.89 In order for yearlings to be sustained for the future sale race series, this must be confirmed to the sale office on sale day; there is no provision for late entry.

#### **CONSIGNORS**

- 1.90 Completed Transfer Forms must be supplied to the Sale Day office staff, executed for transfer before the Sale commences. Failure to do so will delay payment of Sale proceeds.

#### **VETERINARY SERVICES**

- 1.91 A veterinarian will be on site throughout the sale event. Contact details will be available at the sales office as well as around the stable complex. This veterinarian has not been engaged by Nutrien Equine, but is available to assist both Consignors and buyers for procedures, including scoping of all horses immediately post sale, and will be undertaken at the cost to the owner of the horse at the time.

#### **ONLINE YEARLING GUIDE**

- 1.92 Photos and videos of sale yearlings and related progress will be available on Nutrien Live before each sale.

## EXECUTION PAGE

I agree to these Conditions of Sale:

\_\_\_\_\_  
**Signature of Purchaser**

\_\_\_\_\_  
**Full Name of Purchaser**

\_\_\_\_\_  
**Date**

Details for principal for whom I am bidding (if relevant):

\_\_\_\_\_  
**Name of person I have bid for**

\_\_\_\_\_  
**Address of person I have bid for**

