

Big results soonen with a MARKET LEADING WEANLING SALE

That's a yearling price. Someone said to me, 'it's the best weanling they have seen at this sale ever' and they have been coming here for a number of years. You can grow them out and don't have to worry about the yearling preparation. You can concentrate solely on being a racehorse - break them in early, get them in the system ... I'll be back here again. Ciaron Maher

I am surprised at that. They said he was the best colt at this sale, but it's still amazing. We'll be back at this Sale next year. We brought eight good ones and obviously got rewarded, but trainers are coming here with clean books looking for stock."

Kelly Skillecorn on behalf of Rick Jamieson who sold the I Am Invincible-Ocean Jewel colt for \$1m

IN 2021

ACHIEVE YEARLING FIGURES 12 MONTHS EARLIER TOP LOT \$1,000,000



AVERAGED 250% THAN THE NEAREST





1 IN 3 SOLD TO AN



There's some unbelievable stock here. Magic Millions has worked really hard to get all the buyers here.

Rae-Louise Kelly, Fernrigg Farm

I have never seen anything like it. We did 82 cards in the end and the busy days at a yearling sale have been 35. It shows the strength and number of buyers who are here. The big difference at this Sale is all the end user buyers. There are a lot of high-priced foals going to end users. I just wish I had more foals here. There are trainers here, who I have never seen here before.

Peter O'Brien, Segenhoe Stud

We try to bring the best foals here and he (So You Think-Bobine colt) sold accordingly. He made a bit more than what I thought – he was the busiest horse I've ever had at a sale - everyone loved him, all the big players were on him.

John Kenneally, Erinvale Thoroughbreds



181
INDIVIDUAL
RIVERS







GROSS OF \$31.7M THE MARKET LEADER



TOP 50 AVERAGED \$350,000+ **COMPLETE YOUR ENTRIES ONLINE NOW!** Use the Magic Millions Online Entry facility at **magicmillions.com.au**

MAGIC MILLIONS 2022 NATIONAL WEANLING SALE

Sire:		Colour:		Sex:	
Dam:		Foaling Date:		/ 20:	21
Dam Sire:			NS	OS	
Microchip N9:		Brands:	Brand Index Num	ber	
Session: Book 1 Book 2			Is this Weanling a foa	I share? Yes No	
Location for inspection (inc phone number):					
State: Postcode:	Email:				
Contact Name:		Р	hone:		
Name of vendor to appear in catalogue:					
Address:					\equiv
Suburb:		S	tate:	Postcode:	一
Phone:		F	ax:		\equiv
Mobile:			mail:		一
					=
Proceeds of sale Cheque: EFT:	If EFT – Account:			BSB:	_
Payable to (Only one payee):					_
Address:					
Suburb:		S	tate:	Postcode:	
Phone:		F	ax:		
Mobile:		Ei	mail:		
Australian Business Number (ABN):		If no ABN	N, please complete the b	elow Declaration by a non GST registered ve	ndor.
How many owners are in the horse?:					
What is the percentage of GST ownership?:				If NIL, please complete declaration b	elow.
Please tick one box:	DECLARATION BY A NON	I GST REGISTE	RED VENDOR		
Section (A) The supply is made to you in pursuit or hobby, or is wholly of a private		and the supply is	s made in the course	of an activity that is a private recrea	tional
Section (B) The supply is made by us as a	n entity (other than an individua	l) and we are not (carrying on an enterpr	ise in Australia.	
Section (C) I (or the supplier that I represer	nt) am/is a non-resident who is n	ot carrying on an	enterprise in Australia		
Signed:		Dated:			
	an helow to acknowledge that	vou bavo garoos	to be bound by the		O NOT
Please complete all of the above details and signed payment with this Namination Form. NO. F.					UNUI
Please complete all of the above details and sign send payment with this Nomination Form. NO E Name:					
send payment with this Nomination Form. NO E	NTRY WILL BE ACCEPTED IF NO		L GST DETAILS COMPL		

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Dam Sire:			NS	OS	
Microchip N9:		Brands:	Brand Index Num	ber	
Session: Book 1 Book 2			Is this Weanling a foa	I share? Yes No	
Location for inspection (inc phone number):					
State: Postcode:	Email:				
Contact Name:		Р	hone:		
Name of vendor to appear in catalogue:					
Address:					\equiv
Suburb:		S	tate:	Postcode:	一
Phone:		F	ax:		\equiv
Mobile:			mail:		一
					=
Proceeds of sale Cheque: EFT:	If EFT – Account:			BSB:	_
Payable to (Only one payee):					_
Address:					
Suburb:		S	tate:	Postcode:	
Phone:		F	ax:		
Mobile:		Ei	mail:		
Australian Business Number (ABN):		If no ABN	N, please complete the b	elow Declaration by a non GST registered ve	ndor.
How many owners are in the horse?:					
What is the percentage of GST ownership?:				If NIL, please complete declaration b	elow.
Please tick one box:	DECLARATION BY A NON	I GST REGISTE	RED VENDOR		
Section (A) The supply is made to you in pursuit or hobby, or is wholly of a private		and the supply is	s made in the course	of an activity that is a private recrea	tional
Section (B) The supply is made by us as a	n entity (other than an individua	l) and we are not (carrying on an enterpr	ise in Australia.	
Section (C) I (or the supplier that I represer	nt) am/is a non-resident who is n	ot carrying on an	enterprise in Australia		
Signed:		Dated:			
	an helow to acknowledge that	vou bavo garoos	to be bound by the		O NOT
Please complete all of the above details and signed payment with this Namination Form. NO. F.					UNUI
Please complete all of the above details and sign send payment with this Nomination Form. NO E Name:					
send payment with this Nomination Form. NO E	NTRY WILL BE ACCEPTED IF NO		L GST DETAILS COMPL		

MAGIC MILLIONS CONDITIONS OF NOMINATION

ONLY THESE CONDITIONS OF NOMINATION APPLY TO THE SALE WHICH IS A PHYSICAL SALE WITH A SELLING AGENT AT THE COMPLEX, NOTWITHSTANDING THE FACT THAT PROSPECTIVE PURCHASERS FOR THE LOTS MAY NOT BE IN ATTENDANCE AT THE COMPLEX AND IT IS NOT AN ONLINE AUCTION SALE.

ISUBJECT TO THE TYPE OF LOT NOMINATED FOR THE SALE, SOME OF THESE CONDITIONS OF NOMINATION AND DEFINITIONS MAY NOT BE APPLICABLE FOR OBVIOUS REASONS – SEE DEFINITION OF "LOT" BELOW.)

Selling Agent's Licence No.: 2005419

The Selling Agent is licensed under the PAMD to conduct auctions of livestock, In these Conditions of Nomination:

"Act" means the Privacy Act 1988 (Cth) as amended from time to time;
"ARR" means the Australian Rules of Racing as adopted, administered and amended by RA from time to time:

"ASP" means the Australian Stud Book which is the official record and publication of thoroughbred bloodlines for horses in Australia;

"ATO" mens the Australian Taxotion Office;
"Auction Close" means the time and date at which an Online Auction Sale shall close for bidding as displayed on www.magicmillions.online;
"Auction Primer means the time and date upon which an Online Auction Sale will open for bidding as displayed on www.magicmillions.online;

for bidding as displayed on www.magicmillions online;

"Ban" means the barring, disallowing, placing an embargo on, forbidding, prohibiting,
restricting or stopping for attempting thereto) a Lot for barrier behaviour or
misbehaviour, bleeding or other injury, rague or vice like behaviour or any other reason
imposed by a PRA or any domestic or international legally appointed and existing
thoroughtred horse racing outhority, other than as disclosed by the Vendro to the
Selling Agent as required by these Conditions of Nomination and because thereof, the
racing or breeding prospects of a Lot is adversely offeeted. A Ban on a Lot does not
include a Ban on a filly or mare that has been entered for the Sale only as a broadmare
and not a racing prospect. For the purposes of these Conditions of Nomination, "Ban"
will include all bons, current (or subject to a current or potential hearing enquiry),
expired, overturned, suspended or under appeal;

"Breeding Certificate" means a certificate for breeding signed by a qualified licensed
veterinary surgeon certifying that a polpation per rectum of the ovaries, uterus and

veterinary surgeon certifying that a polpotation per rectum of the avaries, tuerus and cervix, and speculum examination of the cervix and vagina has been carried out and such polpotation and examination confirm that the Lat being a filly or mare represents a normal risk for reproduction;

"Code" means the Australian Thoroughbred Sales Code of Conduct as amended from

"Complex" means the complex at which the Sale is to be conducted;

"Conditions of Sale" means the conditions of sale relating to the sale and purchase of a Lot nominated for the Sale, and the Sale, and binding the Selling Agent, the Promoter, the Vendor and the Purchaser, to be included in the Sale Catalogue;

"DPIF" means the national Department of Primary Industries and Fisheries;
"El" means equine influenza and any mutations, strains or variations thereof from
time to time nominated by the Selling Agent or the Promoter on advice from DPIF, RA or

"GDPR" means the EU General Data Protection Regulation;
"GST" has the meaning given to it in the GST Act;

"6ST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time; "Impaired Vision" means a Lot which has impaired sight in one or both eyes, and

which, is sold exclusively as a thoroughbred racehorse or a thoroughbred rocehorse prospect but does not include, specifically, any other type of Lot including, but not limited to, a broadmare;

limited to, a broadmare;

"Invasilve Surgery" means invasive joint surgery, surgery to repair a fracture, surgical intervention of the upper respiratory tract, abdominal surgery of any type (with the exception of the surgical repair of a non-strangulating umbillical hermiol), if a male, the removal of an ore to that testes, or any other surgical procedure that may affect the sustability for racing or racing future of the Lot, in the case of broadmares or breeding prospects includes surgery to any reproductive argan or other surgical procedure which could adversely offect the reproductive capabilities of the Lot (with the exception of Casilick's Procedure).

the exception of Caslick's Procedure);

"Lot" means (where the context allows) any horse (including a gelding, colt, filly and mare and the expression "cold" includes rig or crypt orchid namely male animals in which one or both testes have not descended into the scrotum from the abdomen), share in a horse or horse syndicate, nomination for a stallion service, and in case of amore, or, a mare with foal or foat, or, a mare in foal, both the mare and the foal or other Lot nominated for sale at the Sale AND, for the sake of certainty, subject to what "type" of Lot is nominated for the Sale, some definitions or some of these Donditions of Nomination may not be applicable for obvious reasons – for example, a Breading Certificate, or a Pregnancy Certificate, required by Condition 76 will not apply to the Conditions of Nomination unkner the Lot nominated for the Sale is a weanling, yearling, and in credition, etc;

"Magic Millions Export Declaration Form" means the export declaration form ribed by and available upon request from the Selling Agent and as required by

"NDB" means the Privacy Amendment (Notifiable Data Breaches) Act 2017;

"Momination Fee" means the Fee, if any, set out in the Official Nomination Form;
"Momination Fee" means the fee, if any, set out in the Official Nomination Form;
"Official Nomination Form" means the standard official nomination form nominated by the Selling Agent from time to time a copy of the current form of which is either attached to these Conditions of Nomination or available within the online eristic facility located on the Selling Agent's and the Promoter's website www.mogicmillions.

"Online Auction Sale" means a sale where Lots are listed for sale, online, on www. magicmillionsonline and sold to the highest prospective Purchaser for the period commencing at the Auction Open and ending with the Auction Close and these Conditions of Nomination do not apply to an Online Auction Sale;

"PAMD" means the Property Agents and Motor Dealers Act 2000 and as amended

"Partnership" means the Magic Millions Sales Partnership (ABN 99 519 379 694);

"PPSA" means the Personal Property Securities Act 2009 which took effect on 30 January 2012 and as amended from time to time;

"PPSR" means the personal property securities register established pursuant to the

"PRA" means the Principal Racing Authority in each state and territory in Australia

"PRA" means the Principal Rozing Authority in each state and territory in Australia which control, regulate and supervise racing in each state and territory in Australia with approval of, but subject to, RA;

"Pregnancy Certificate" means a certificate signed by a qualified licensed veterinary surgeon certifying a rectal and / or ultrasonographic examination has been carried out and such examination confirms that the Lat being a broadmare is pregnant;

"Promoter" means Magic Millians Promotions Pty Ltd (ABN 41 088 197 200) or any other party identified in the Sale Catalogue or other documentation issued in respect of the Sale is the promoter or sponsor of the Sale is conducted;

"Purchaser" means the successful bidder for the Lot of the Sale;

"Para mense Pagina Australia, which is the heaf of the fortiginal arthripistration body for

"MAA" means Racing Australia which is the peak national administration body for thoroughbred racing in Australia, responsible for the governance of the ARR and the RASB in an effort to ensure worldwide best practice standards of integrity and animal welfare. Each PRA is a member of RA,

"RASB" means the rules of the Australian stud book as administered by the a from

"Repository" means the repository established by the Selling Agent / Promoter prior to the commencement of the Sale, the conditions of entry into which, and, the use of the service of which, will be set out in the Repository Conditions displayed at the Repository and www.magicmillions.com.ou at least four (4) days prior to the

"Repository Conditions" means the conditions of entry into the Repository for the purpose of inspecting the X-Rays and other terms and conditions relating to the terms

and conditions of access and inspection (as amended from time to time) as displayed at the Repository, and, a copy of the current form of which is displayed on www. magicmillions.com.au and such conditions are as set out in the Conditions of Sale;

"Roarer" means a condition known as laryngeal hemiplegia, a condition caused by damage or degeneration of the laryngeal nerve and the Lot is known as a "Roarer" because of the sound they make and includes "Roarers";

"Sale" refers to any one or more of the following Sale/s for which the Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by the Selling Agent.

The Magic Millions 2022 Gold Coast National Weanling Sale, to be held at the Gold Coast Sales Complex, Bundall, Queensland, from the 19th day to the 20th day of May,

"Sale Catalogue" means the catalogue to which the Sale relates, and which includes

"Security Interest" has the meaning attributed to it in the PPSA;

"Selling Agent" means Magic Millions Sales Pty Ltd (ABN 54 078 396 317) having auctioneers and agents licence number 2005419 and includes its officers and agents;

"Symptoms" means any symptoms associated with a Roarer, a Windsucker, a Wobbler, impaired Vision, invasive Surgery, botulism, El, equine morbillivirus (Hendra virus), riop in vitus or any other virus, or any significant condition or symptoms indicating the need for or requiring Treatments;

"TBA" means the Thoroughbred Breeders Australia Limited (ABN 34 0034 322 28);
"TBA Levy" means the amount payable to the TBA calculated in accordance with Condition 10 of these Conditions of Nomination;

Condition II of these Conditions of Nomination, "Treatments" means applications, medications, masking acts or masking attempts designed to or resulting in non-disclosure of a fout, defect or vice, or treatments for any Symptoms, that may affect the suitability for the racing or breeding future of the Lot, or treatments involving the use of anabolic androgenic steroids or which is a wearling, yearling or two (2) year old that has been treated with bisphosphonates or treatments otherwise identified and prohibited by the ARR from time to time, or any significant conditions requiring anti-microbial therapy or anti-inflammatory treatment, and been and will comply with all directions protected and resultations more, or and, has and will comply with all directions, protocols and regulations made or declared by DPF, the ASB and all other competent authorities having lawful jurisdiction with respect to the diagnosis and treatment of EJ.

"Windsucker" means a Lot which suffers from the vice of noisily drawing in and

"Wobbler" means a Lot which stands or moves unsteadily or with uncertain direction;

"Woobler" means a Lot which stands or moves unsteading or with uncertain direction,
"X-Rays" means the set of X-Roys deposited at the Repository, albeit physical or
digital format, (along with any reports, certificates, notes, writings or information
deposited therewith, including all historical records of operations, applications,
medications or treatment provided to each Lot of made available by the Vendor with
respect to a Lot for inspection by the Purchaser's qualified licensed veterinary
surgeon, such X-Rays being in the minimum number and token strictly in accordance
with the specifications detailed in the Repository Conditions and otherwise subject
to the Repository Conditions displayed at the Repository, the terms of which the
purchaser will be requiseted for polynomizeria es howing been great and understand Purchaser will be requested to acknowledge as having been read and understood

In the interpretation of these Conditions of Nomination, any word not specifically defined will have the colloquial or usual interpretation accepted or implied by the court having jurisdiction in the interpretation of these Conditions of Nomination as set out in these

ADDOINTMENT OF DOOMOTED

NIMENT OF PROMOTER

The Vendor agrees that all advertising, marketing and promotion in respect of the
Sale (including the Lot in it) will be carried out by the Promoter, a company engaged
in the business of promoting and marketing throughout the world, thoroughbred
sales, races and related events, as well as performances, exhibitions, social events,
conferences and events in the general entertainment industry and the Vendor hereby
confirms the Promoter's appointment and role in that behalf by the Selling Agent.

VENDOR'S APPOINTMENT OF THE SELLING AGENT

The Vendor (subject to his compliance with these Conditions of Nomination) hereby appoints and authorises the Selling Agent to:

Act as the sole and exclusive agent of the Vendor to sell the Vendor's Lot at the Sale, or prior thereto, or subsequent thereto, with the Vendor's consent, where the Lot is not sold at the Sale, privately and outside of at any time from the close of nominations to a date sixty (60) days after the last day

Collect the whole or any part of the purchase price including, if applicable, any GST

Collect the whole or any part of the purchase price including, if applicable, any SST, for the Lat on behalf of the Vendra by mems of cash, personal cheque, or otherwise by the Selling Agent at the Selling Agents discretion; Deliver the Lat sold on the Vendor's behalf prior to full payment of the purchase price including, if applicable, any SST on the Lat, such delivery being given by the Selling Agent at the Selling Agent's absolute discretion; Determine in its absolute discretion whether the Lat is suitable for the Sale, the manner in which and the time and place at which the Sale is to be conducted, and whether the opinion of a qualified licensed veterinary surgeon, at the Vendor's cost, should be obtained in respect of the condition of the Lat,

abtained in respect of the condition of the Lat;

Deduct and retain from the gross purchase price payable for the Lat, any commission, Nomination Fee, the TBA Levy or expenses awing to the Selling Agent, including any GST payable. These amounts will include but will not be limited to those referred to in Conditions 8, 9 and 10 of these Conditions of Nomination. Notwithstanding any other term or condition contained in these Conditions of Nomination, the Vendor hereby irrevocably authorises and directs the Selling Agent to pay to the Selling Agent appear to the purchase price of any Lat, any amount that may be due and owing to the Selling Agent from the previous saile of a Lat at the Sale or for sale of any lot at any sale conducted by the Selling Agent prior to the Sale. For the sake of certainty, the Vendor resigns to the Sellina Agent any irrevocable quicknoting inforur of the Vendor conducted by the Selling Agent prior to the Sole. For the sake of certainty, the Vendor assigns to the Selling Agent any irrevocable authority rights in favour of the Vendor where a Lat owned by the Vendor has been submitted for sole at the Sole by a party other than the Vendor. The Vendor appoints the Selling Agent, from time to time, its attorney to do all things necessary and execute all documents to give effect to this Condition 4.5 of these Conditions of Nomination. Where the Vendor (in the reasonable opinion of the Selling Agent) is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lat offered for sole by the Vendor and the Vendor owes the Selling Agent any monies with respect to that Lat or any other lot, the Selling Agent may, in its obsolute discretion, retain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Selling Agent. In such a case the Selling Agent may, in its absolute discretion, return to pay out the Vendor for the purchase price for the Lat prior to receiving payment in full for the Lat from the Purchaser, and the Vendor to the Selling Agent to the Vendor to th

Return the Lot to the Vendor if a sale is not effected or any account of the Vendor is not settled within seven (7) days of the Sale, or at any extended date by approval of

Detain a passed-in Lot or the Lot bought book by the Vendor until all Sale charges and if applicable GST are pold, the Selling Agent being entitled to claim and register a Security Interest in the Lot against the Lot and register the same on the PPSR in respect of any outstanding less commissions, GST or charges;

Disclose the name, description and address of the Vendor to a bidder or Purchaser if it considers it appropriate, or in the case of any dispute touching on any sale of the Lot. In every case it is agreed that the remedy of the Purchaser shall be against the Vendor and not under any circumstances against the Selling Agent;

Accept the rescission of any sale, allow any Purchaser an extension of time for payment, or agree to any variation of the Conditions of Sale on behalf of the Vendor should the Selling Agent decide in its absolute discretion that any such action is

Bild up to the reserve price as set by the Vendor without incurring any liability to the Vendor in the event of the Lot not selling for an amount equal to or less than the

The Vendor agrees that the Selling Agent reserves the right to

Reject any nomination at any time for such reason as the Selling Agent shall deem appropriate, in its sole discretion, and the Selling Agent shall then return any Nomination Fee paid only if the rejection is without reasonable cause;

4.11.2 Determine the order of sale of all nominations and acceptances for the Sale,

- Assign stabling facilities in its sole discretion and the Selling Agent shall have no obligation to assign the same or similar stabiling facilities which may have to assigned to the Vendor at previous sales; Set a minimum bid (upset price) for any Lot sold in this Sale, in its sole discretion;
- Refuse to sell any Lot by auction if the Selling Agent has knowledge that the said Lot has been sold privately prior to the Sale.
- The Selling Agent shall pay the proceeds of the sale including any applicable GST to the person or persons nominated as the person to be paid such proceeds, on the Official Nomination Form, whose receipt shall be a sufficient discharge of the Selling Agent's obligations in respect of such proceeds.
- The Vendor acknowledges and accepts that the Selling Agent will only be required to issue one cheque for the purchase price to the Vendor of a Lot where the Vendor comprises a syndicate of members. The Vendor accepts and acknowledges that the person nominating the Lot for sale on behalf of the Vendor is the person to whom the paston not minding the cut of such and earlier that event that there is a dispute among syndicate members as to payment or otherwise or a syndicate member requires a separate cheque, the Selling Agent has a right to hold the payment in trust pending a decision by the syndicate members in accordance with their syndicate agreement / partnership agreement as to whom the cheque in payment will be made. The Vendor indemnifies the Selling Agent against all claims made by syndicate
- All nominations for the Sale must be submitted on the Official Nomination Form, duly signed by the Vendor or for and on behalf of the Vendor by the Vendor's agent, or submitted in accordance with the provisions of the Seiling Agent Sonline entries focility. The Official Nomination form must reach the office of the Seiling Agent (Po Box 5246, Gold Coast Mail Centre, Queensland, 9726, or submission via the Seiling Agent's online entries facility) by no later than the specified closing date set out in the Official
- online entries todary by no later than the specified cosing date set out in the Unical Nomination Form.

 Subject to the Vendor executing the Official Nomination Form, or agreeing to the Conditions of Nomination via the Selling Agents online entries facility, prior to the offering for sale of the Lot by the Selling Agent, the Selling Agent is exempted from the requirement of Chapter 2 of the PAMD from maintaining a trust account for the depost of the proceeds of sale of the Vendor's Lot and the Vendor acknowledges the existence of sub-exemption:

COMMISSIONS DUE TO THE SELLING AGENT

- The Vendor will pay the following amounts to the Selling Agent-
- A commission at the rate of 3.85% (inclusive of GST) on the Lot sold or bought back
- In the event that the Lot is not sold or bought back by the Vendor, no passed-in commission will be charaed.

FEES AND CHARGES DUE TO THE PROMOTER

- The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale:The Nomination Fee (including GST) as specified on the Official Nomination Form and;
- The Nomination Fee (including GST) will be invoiced by way of a written acceptance of
- The Nomination Fee (including GST) must be paid for in full within fourteen (14) days of
- The Vendor will not be entitled to any refund in respect of any payment pursuant to these Conditions of Nomination for the Promoter save as is expressly provided in these Conditions of Nomination.

TBA LEVY

The Vendor hereby irrevocably authorises the Selling Agent to deduct a marketing levy on behalf of the TBA in the amount of 0.385% (inclusive of GST) (or whatever reasonable percentage is imposed by the TBA at the time of the Sale) of the purchase reasonable percentages imposed by the bender the order of the percentage in the perc

VENDOR'S OBLIGATIONS AND WARRANTIES

- The Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and each Lot must meet the requirements of the ASB at the
- Vendor's cost and expense. The Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by a Purchaser or any other person arising out of the Vendor's failure to comply with the ASB requirements (including any payment of fees and GST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the ASB requirements. The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of the Lot sold within seven (7) days of the conclusion of the Sole. Should the Vendor not deliver such documents to the Selling Agent within the said time limit, the Vendor irrevocably authorises the Selling Agent to order a new / replacement set of documents at the Vendor's cost and expense.
- The Vendor shall be responsible for verifying the accuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the accuracy of such information except where the Vendor notifies the Selling Agent in writing fin accordance with these Conditions of Nomination) of any inoccuracy in such information prior to the date of the Sale.

- writing (in accordance with these Conditions of Nomination) of any inoccuracy in such information prior to the date of the Sale.

 The Vendor or his duly authorised representative warrants that he will disclose to the Selling Agent the true owner of the Lot nominated to any person or party for the Sale least seven (7) days prior to the Sale The Vendor authorises the Selling Agent to disclose the true owner of the Lot at the Selling Agent's absolute discretion.

 The Vendor accepts, acknowledges and agrees that the Selling Agent and the Promoter may use the foce or visage of the Vendor to promote the interests of the Selling Agent and the Promoter and the Promoter and the Promoter and the Promoter (and their associated entities) for nil consideration. The Vendor accepts, acknowledges and agrees that the Selling Agent and the Promoter collect information that is personal to the Vendor which must be provided to the relevant authorities, such as Ra and its members, and, in some cases, legal enforcement and government bodies and agencies and third parties that might have an interest, direct or otherwise, in the Lot. The Vendor (without releasing the Selling Agent and the Promoter, and their associated entities, from their other obligations of sonificance and privacy), irrevocably authorises the Selling Agent and the Promoter and their associated entities to release personal information relating to the Vendor as anticipated by this Condition 17 of these Conditions of Nomination.

 The Vendor warrants to the Selling Agent that the person completing and submitting the Official Nomination Form is duly authorised to complete and submit the Official Nomination Form on behalf of the Vendor and, carry out all the obligations of the Vendor as set out in the Official Nomination Form and provide the Vendor and provided the
- Set out in the United will will will will will The Vendro ro his duly outhorised representative shall be present at the Complex at all times during which the Sale is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding the Lat for which the Vendror or Vendor's agent is responsible, failing which correction the Vendor shall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the truth of any statements or representations made by the Selling Apent
- Agent.

 The Vendor will produce for the Sale the Lot without any obvious physical defects. Should the Selling Agent be of the opinion that the Lot is not suitable for sale, it has the right at its absolute discretion, to reject and withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears on the Official Namination Form, at the Vendor's risk and expense.

 Subject to Condition 15 of these Conditions of Namination, the Vendor warrants to the Selling Agent that he is the true owner of the Lot nominated for the Sale or is duly authorised to sell the Lot on the owner's behalf and that the Vendor is able to transfer good title to the Lot free from any mortgage, len, charge, bill of sale (whether registered or not) or Security interest as defined in the PPSA, and any other adverse interest or encumbrance except where such interest has been notified in writing to the Selling Agent. The Vendor invexocobly authorises the Selling Agent to diam and register a Security interest in the Lot against the Lot and the Vendor and register the same on the PPSR to secure payments owing to the Selling Agent by the Vendor or

payments made by the Selling Agent to the Vendor on account of the purchase price where the Purchaser of the Lot has not paid all or part of the purchase price. If the owner of the Lot is a company, the Vendor warrants and represents to the Selling Agent that there is no Security Interest affecting the Lot. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.

CONDITIONS AND WARRANTIES

- Other than for any express conditions, warranties or representations included herein, or as may be implied by federal or state legislation and which may be excluded by
- All conditions, warranties and representations in respect of a Lot or a sale are hereby excluded except that if the Vendor has otherwise disclosed to the Selling Agent or the Purchaser prior to the Sale, the Vendor will be deemed to have no knowledge that the For the same of the following conditions at the time the Vendor nominates the Lot for sale on the Official Nomination Form and the time that the Lot is sold at the Sale a Barr, Imparied Vision, undergone Invasive Surgery, Rorare, Windsucker, Wobbler, Et, for being a wearling, yearling or two (2) year old has been treated with liphosphonates as referred to in Conditions 55, 56 and 57 of these Conditions of Nomination) or has
- Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the Selling Agent, the Lot has not undergone Invasive Surgery between the time of nomination of the Lot and the time the Lot is offered for sale at the Sale. If, prior to the Sale, the warranty provided in the immediately preceding sentence is inaccurate, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing;
- No condition, warranty or representation is given or implied or may be inferred from any affirmation made ator before the Sale or any of the circumstances of the Sale, and
- If a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. The Lot cannot be returned to the Selling Agent or it's
- In the event that the Selling Agent cancels the Sale the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Namination Fee pold by the Vendor or save as is expressly set out in these Conditions
- The Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the Lot's number for the Sale Catalogue, without the forfeiture of the Nomination Ree, except in the event of injury, death or illness of the Lot. Apart from death of the Lot (in which case the Nomination Ree shall be refunded in full, and cases of alleged injury or illness if the Vendor at his expense produces a veterinary. cases of alleged injury or illness if the Vendor at his expense produces a veterinary certificate signed by a qualified licensed veterinary surgeon, within thirty (30) days from the last day of the Sale, confirming the existence of the injury or illness alleged, two thirds of the Namination Fee shall be refunded. Should the Vendor not produce an acceptable veterinary certificate signed by a qualified licensed veterinary surgeon, the Vendor shall pay to the Selling Agent 6.6% (including SST) of the median purchase price for the Sale session in which the withdrawn Lat was nominated, as liquidated damages, in addition to the Nomination Fee.

 The Vendor acknowledges that by completion or submission of the Official Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of potential interest in purchasing Lats published in the Sale Catalogue and acknowledges the credibility of the Sale is diminished if catalogued Lats are withdrawn without good and valid excuse.

 Should the Vendor sell privately the Lat accepted for the Sale during the period from
- Windown Window good and value executed.

 Should the Vendor sell privately the Lot accepted for the Sale during the period from the closing date for nominations until sixty (60) days after the Sale (the agency period), the Vendor shall promptly pay to the Promoter and the Selling Agent an amount equal to the total charges including SST set out in Conditions 8, 9 and 10 of these Conditions of Nomination.
- The Vendor shall comply in all respects with the rules of the Complex displayed within
- the office block at the Complex.

 The Lot entered by the Vendor (including its handling and stabling by the Selling Agent) shall be at the Vendor's sole risk and expense notwitistanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and
- The Vendor agrees to be bound by the Conditions of Sale and where there exists any conflict or inconsistency between these Conditions of Nomination and the Conditions of Sale, the Conditions of Sale will take precedence and prevail.

 The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of the Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.
- sign in I work lowergath in a sout nature ligerina to a succeeding view and in Algeria. The Vendor acknowledges that the Selling Agent acts merely as agent for the Vendor and gives no warranty that any Purchaser will complete a purchase in accordance with the Conditions of Sole, not is the Selling Agent under any liability in respect of the Sale should the Purchaser fail to complete his purchase save as is expressly provided
- In these conditions or Nomination.

 Subject to the Conditions of Sale, if the Selling Agent delivers the Lot to the Purchaser of the Lot prior to the Selling Agent having received payment by cash or otherwise for the Lot, the Selling Agent will use its best endeavours to secure the performance by the Purchaser of its obligation to pay the purchase price and any applicable GST
- The Selling Agent has formed the opinion that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot;
- The Vendor enters directly into any credit arrangement or terms with the Purchaser, The sale is terminated or unenforceable for any reason;
- The Vendor agrees to any variation of the Conditions of Sale for the purchase of the Lot (including without limitation terms as to the time for payment) without the prior
- written consent of the Selling Agent; The Vendor consents to the delivery of the Lot by the Selling Agent
- The Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account whatever.
- on any account whatever.

 The liability of the Selling Agent pursuant to, or incidental to, its appointment in respect of the Lot shall be limited to the purchase price accepted by the Selling Agent as the price poyable less any monies owing to the Selling Agent by the Vendor on any account, (including amounts due and owing by the Vendor to the Selling Agent any lot on any previous sale conducted by the Selling Agent where the Vendor has appointed the Selling Agent as its selling agent) including any GST applicable thereon. The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable SST for the Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST of the Lot and/or the honouring of all Security Interests and promises and undertakings in fravour of the Selling Agent tendered in respect thereto, the Vendor shall immediately execute and deliver to the Selling Agent authorities and documents in such form as the Selling Agent to exercise through or on behalf of the Vendor all rights which the Vendor may have in respect of the Lot and / or any Security Interests and promises and undertakings in favour of the Selling Agent or other right held by the Vendor in his own right.
- Subject to these Conditions of Nomination and the Conditions of Sale, the Se sobject to these doublacks of National Hall Repet Solutions of 18 and 18
- to the Durchoser's obligation to pay for the Lat.

 The Vendor acknowledges that if the Vendor suffers a loss as a result of a failure by the Selling Agent to account to the Vendor for all or any part of the purchase price for
- the seail gaget to decount of the various for an individual point of the plant.

 The Vendor does not have a right of compensation under the PAMD.

 The Vendor accepts and acknowledges that the Purchaser may appoint the Selling Agent or another third party agent to bid on the Vendor's Lot on behalf of the Purchaser. Such appointment may be made by the Purchaser executing the Selling Agents formal written appointment of agent form, or, informally by way of email, telephone contact or text message. The Vendor does not object to the Selling Agent.

- or another third party agent acting as the agent for the Purchaser
- The Vendor indemnifies and will keep indemnified the Selling Agent and the Promoter against any claim arising out of any directions or instructions given by the Purchaser or its agents, consultants or employees, to the Selling Agent or their agents, consultants or employees pursuant to Condition 37 of these Conditions of Nomination, on or before the sale of any Lot where, for any reason, such directions and / or instructions are misinterpreted or not acted upon by the Selling Agent.
- instructions are institute preted of the closed upon by the selling Agent.

 The Vendor agrees to indemnify and hereby indemnifies the Selling Agent against all loss, damage, costs and expenses of whatever nature incurred by the Selling Agent directly or indirectly as the result of the Vendor's non-compliance with any of the Conditions of Namination or the Conditions of Sale.
- The Vendor agrees that the Nomination Fee remains a debt due and payable by the Vendor to the Selling Agent from the date of nomination (that is to say, on the date of completion and submission by the Vendor of the Official Nomination Form) of the Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor acknowledges and agrees that the only basis upon which he may claim a repayment of the Nomination Fee from the Selling Agent is:
- If the Selling Agent cancels the Sale in accordance with Condition 24 of these Conditions of Nomination, or
- If the Lot is rejected and withdrawn in accordance with Condition 20 of these Conditions of Nomination or is not included in the Sale Catalogue.
- The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions of Nomination, are severable and independent and any monies poid to either of them are payments to which they are entitled in their own right pursuant to these Conditions of Nomination.
- In the event that any provision is unlawful or void, the parties agree that these Conditions of Nomination shall be construed so far as is possible so that the unlawful or void portion is an independent pranise and is severable from the other conditions. Where such unlawful or void portion relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that reasonable remuneration and expenses including if applicable 6ST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor. The Selling Agent does not assume any responsibility for exporting Lots.

- The Vendor accepts, agrees and acknowledges the following.

 That the Selling Agent accepts no liability for any SST liability arising as between the
 Purchaser, the Vendor and the ATO in respect of the Lot sold by way of auction or
- That each Lot offered for sale will be invoiced with GST added to the purchase price in the event that the Vendor is registered for GST, In the event that the horse is purchased by a non-resident who is not registered for GST and that purchaser executes the required Magic Millions Export Declaration Form, the vendor acknowledges that subject to the export provisions as approved by the ATO this horse may be sold on a zero-rated basis at which time no GST will be charged on the invoice. That for the purpose of the GST Act the Vendor, not the Selling Agent, is the "supplier"
- and is responsible for determining whether the Purchaser is registered or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of the Lot.
- The Vendor acknowledges that the Selling Agent acts as agent for the Partnership.
- The Vendor acknowledges that the Selling Agent will make available the Repository The Vendor acknowledges that the sening Agent win make available the Repostary of the Complex for the purpose of the storing and examination of X-Rays, physically or digital, and other records required by the Repository Conditions or the relevant Sale Catalogue. The Vendor further acknowledges the Repository Conditions and agrees to be bound by them. The Repository Conditions will be displayed in the Repository and are available from the Selling Agent on request.
- The Vendor accepts and acknowledges that prior to executing the Official Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing the Official Nomination Form.
- advice before signing the Official Namination Form. By executing the Official Namination Form, the Vendor hereby appoints the Selling Agent to auction the Lot on behalf of the Vendor. The Vendor acknowledges having received a capy of the Official Namination Form and in particular acknowledges his appointment of the Selling Agent as the auctioneer. In the event that the Selling Agent, for whatever reason, pays to the Vendor, the amount due to the Vendor pursuant to Conditions 4 and 5 of these Conditions of Nomination prior to receiving payment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent's nominee.
- The Vendor acknowledges the existence of the Code. The Selling Agent recommends that the Vendor acquaints himself with the Code.
- that the vendor adoptions nimiser with the Lobe.

 Notwithstanding any condition contained in the Conditions of Sale, all persons who attend the Sale do so entirely at their own risk and neither the Selling Agent, nor the Promoter, nor their subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility of holithy of whotever nature for any injury or damage whatsoever which may accur to any person or property.

ANABOLIC ANDROGENIC STEROIDS

- In accordance with the ARR, the use of anabolic androgenic steroids in thoroughbred horses is banned effective from I May 2014. The ARR can be viewed at the RA website http://racingaustralia.horse and are subject to change by RA without notice.
- The Vendor irrevocably authorises the Selling Agent and its qualified licensed veterinary surgeon to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock (excluding weanlings and foals at foot), following the sale of
- The Selling Agent will, if requested by the Purchaser ticking the appropriate box on the acknowledgement of purchase, take or have its qualified licensed veterinary surgeon take a blood sample from any Lot that is not catalogued in the Sale as breeding stock (excluding weanings and fools at foot), at the cost of the Purchase, and the Seling Agent will froward the blood sample to an offici applied by the Vendor, the Purchaser and the Selling Agent

BISPHOSPHONATES

- In accordance with welfare and integrity measures, the off-label administration of bisphosphonates to any Lot catalogued for a Sale is not permitted.

 The Vendor warrants that the Lot, which is a yearling, weanling or two (2) year old, has not been administered bisphosphonates. If prior to the Sale the warranty provided in the immediately preceding sentence is inocourche, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing and the Selling Agent shall have the right to withdraw such Lot before or during the Sale.
- The Vendor irrevocably outhorises the Selling Agent and its qualified licensed veterinary surgeon to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock (excluding weanlings and fools at foot), following the sale of such Lot. Thereafter, the Conditions of Sale will be strictly applied by the Vendor, the Purchaser and the Selling Agent.

PRIVACY AND CREDIT INFORMATION: THE ACT, THE NDB AND GDPR: AUTHORISATIONS AND AGREEMENTS

The Selling Agent and the Vendor acknowledge the existence of the Act, the NDB and the GDPR to protect the privacy of parties.

- Further to the above, the Vendor irrevocably authorises the Selling Agent to obtain a report about the Vendor's consumer or credit worthiness from any credit reporting agency or commercial credit reporting business.
- The Selling Agent reserves the right to contact third parties and the Vendor irrevocably authorises those third parties to provide all information of the type referred to above as equested by the Selling Agent.
- The NDB came into effect on 22 February 2018 and the GDPR came into effect on 25
- The purpose of the NDB was to set up a scheme whereby the Selling Agent and the Promoter, and their associated entities, must take certain measures where there is unauthorised access to, unauthorised disclosure of or loss of, personal sensitive information of the Vendor. The intention of the NDB is to ensure that parties holding personal data take all reasonably necessary internal security measures to ensure that the access, disclosure or loss does not result in serious harm to any of the

- individuals to whom the information relates
- The purpose of the GDPR was to protect the data privacy for all EU citizens. If a party processes data about individuals in the context of selling goods or services to EU citizens, the GDPR must be compiled with.
- The Selling Agent and the Promoter will do all things reasonably necessary to implement processes to protect unauthorised access to, unauthorised disclosure of, or loss of, personal information relating to the Vendor.
- The Selling Agent and the Promoter will, and will procure their associated entities t likewise, comply with the provisions of the NDB and notify as required by the NDB
- intervise, contriby with the photosions for the Nob and monty of setigitine by the Nob.

 The Vendror accepts, acknowledges and agrees that the Selling Agent and the Promoter collect information that is personal to the Vendor which must be provided to the relevant authorities, such as RA and its members, and, in some cases, legal enforcement and government bodies and agencies and third parties that might have an interest, direct or otherwise, in the Lot. The Vendor (without releasing the Selling Agent and the Promoter, and their associated entities, from their obligations under the NDB and the GDPR) irrevocably authorises the Selling Agent and the Promoter, and their associated entities, for release personal information relating to the Vendor as anticipated by these Conditions of Nomination.
- anticipated by these Conditions of Nomination. By attending the Sale and selling or purchasing a Lot pursuant to these Conditions of Nomination, the Vendor elects to "opt in", consent or subscribe to, the right of the Selling Agent and Promoter to hold and use personal sensitive information as regards the Vendor. The Vendor may, ot any time, by notice in writing to the Selling Agent and / or the Promoter, elect to "opt out", withdraw consent or unsubscribe. The Selling Agent and the Promoter have updated their privacy and cookies policy because of the NDB and the GDPR. The Vendor is strongly advised to read the full privacy policy on the Selling Agent's and the Promoter's website home page.

FURTHER LEGISLATION

The Selling Agent and Vendor agree that these Conditions of Nomination may need to change from time to time to meet legislative requirements coming into defect following the date hered and the Vendor appoints the Selling Agent its attorney to effect any such changes without the Vendor's further consent (provided such changes do not adversely impact upon the commercial terms of these Conditions of Nomination) and

FURTHER ACKNOWLEDGEMENTS OF THE VENDOR AS TO THE RIGHTS AND LIABILITIES OF SELLING AGENT

- The Selling Agent in selling any Lot at the Sale acts as agent for the Vendor whose name and address is disclosed in the Sale Catalogue in respect of each Lat. Further particulars of the Vendor of any Lat shall be furnished by the Selling Agent immediately upon request. Except as otherwise expressly provided to the contrary, the Selling Agent has no liability or rights as principal in the capacity of vendor of each
- The description of all Lots has been provided by the Vendor and the Selling Agent shall not be liable or responsible for any error whatsoever in the description of any Lot including, without limitation, any error in relation to the eligibility of the Lot for inclusion in the ASB, or the Lot's compliance with the requirements for inclusion, or continued
- The Selling Agent or its servants may sign the Sale book or any memorandum of sale on behalf of either the Vendor or the Purchaser or both. The Selling Agent reserves all rights to use or publish details of bidding, the identity of
- the Vendor and all matters related to the sale of any Lot as it thinks fil
- The Selling Agent gives no representations, undertakings or warranties in relation to Lots sold or nominated for and sold at the Sale, but not limited to, representations, undertakings or warranties given or provided by the Vendor or any third party.

X-RAYS AND REPOSITORY

By nominating a Lot for the Sale on the Official Nomination Form, the Vendor accepts, acknowledges and agrees that the Vendor must comply with the Repository Conditions and the Conditions of Sale relating thereto.

DISCLOSURE OF MEDICATION (APPLIES ONLY TO TWO (2) YEAR OLD IN TRAINING

- The Vendor shall disclose to the Selling Agent any medication or drug administered to the Lot at any time during the seven (7) days prior to the Lot performing its official breeze-up and shall further disclose any medication or drug administered to the Lot any time during the seven (7) days prior to the sale of that Lot. The Vendor irrevocably authorises the Selling Agent, and its agents, access to the Lot for the purposes of examining the Lot and taking blood samples to confirm that the disclosures of the
- The Vendor irrevocably authorises the Selling Agent, in its absolute discretion, to make available to prospective purchasers the disclosures made by the Vendor. If the Selling Agent, in its absolute discretion, is not sotisfied with the disclosure made by the Vendor, or determines that the disclosure is inaccurate, in whole or in part, the Selling Agent, without any liability to the Vendor, may withdraw the Lot from the Sale at its
- The Purchaser may on the fall of the hammer at the Sale, request a blood sample The Purchaser may on the fall of the hammer at the Sale, request a blood sample of the Lot to be taken after the sale of the Lot and may forthwith request that this sample and/or the Selling Agent's sample be analysed and tested at the expense of the Purchaser by a qualified person or persons approved by the Selling Agent. The Vendro rasignar any interest he may have in the blood samples to the Selling Agent. If the test reveals the existence of medication or drugs which have not been disclosed in writing to the Selling Agent prior to the sale which, in the opinion of the qualified person, is material and masks any significant defect in the Lot, then the Purchaser shall have the right to reject the Lot within 24 hours of being advised of such report by giving and notice of such rejection to the Selling Agent. If the Purchaser rejects the Lot, then the sale shall be cancelled and the Purchaser will be entitled to the return of any maneys paid and the Lot shall be returned to the Vendor at the Vendor's expense. Any transportation, agistment or other costs incurred by the Purchaser subsequent to purchaser and prior to return of the Lot will be borne by the Purchaser.

BREEDING AND PREGNANCY CERTIFICATE (APPLIES ONLY TO FILLY AND MARE **BREEDING PROSPECT LOTS)**

- The Vendor, at its option, may provide a Breeding Certificate with respect to a Lat naminated for the Sale. The Breeding Certificate must be addressed and delivered to the Selling Agent and dated no more than fourteen (14) days prior to the Sale. The Vendor irrevocably authorises the Selling Agent and the Promoter to release a copy of the Breeding Certificate to any prospective purchaser's qualified licensed veterinary
- The Vendor, at its option, may provide a Pregnancy Certificate with respect to a Lot nominated for the Sale. The Pregnancy Certificate must be addressed and delivered to the Selling Agent and dated no more than fourteen (14) days prior to the Sole. The Vendor irrevocably authorises the Selling Agent and the Promoter to release a copy of the Pregnancy Certificate to any prospective purchaser's qualified licensed veterinary
- The Vendor accepts, acknowledges and agrees that if the Vendor does not provide a Breeding Certificate or a Pregnancy Certificate with respect to a Lot which is a mare, or a broodmare, that Lot will not be announced at the Sale as pregnant or suitable for

INVASIVE SURGERY (INCLUDING VENDOR ON-SALE EXEMPTION)

- SIVE SURGERY (INCLUDING VENDOR ON-SALE EXEMPTION)

 Except as disclosed in writing to the Selling Agent, prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the Selling Agent, the Lot has not undergone Invasive Surgery between the time of nomination of the Lot and the time the Lot is offered for sale at the Sale. If prior to the sale of the Lot at the Sale the warranty provided in the immediately preceding sentence is inaccurate, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing. If any of the above warranties are veterinary and legally found to be incorrect within thirty (30) days of the sale of the Lot, and, the Purchaser notifies the Vendor and the Selling Agent in writing thereof, within the said thirty (30) day period, the Purchaser will be entitled to cancel the sale / purchase, and, reserve its rights without the Selling Agent being liable (in any way) to either the Vendor or the Purchaser.

 **Review are gramulsons' for all I als being affered in Book I. Should X-Rows not be
- X-Rays are compulsory for all Lots being offered in Book I. Should X-Rays not be provided for a Lot catalogued in Book I, that Lot will be offered at the conclusion of Book 2.

YOUR DEDICATED TEAM

MAGIC MILLIONS

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