



GENERAL PROCEDURES AND IMPORTANT AUCTION NOTICES FOR ALL PARTICIPANTS

PLEASE REGISTER AT THE SALE OFFICE FOR A BUYER NUMBER

CONDITIONS OF SALE

ALL PROSPECTIVE PARTICIPANTS ARE URGED TO TAKE NOTICE OF AND THOROUGHLY READ THIS DOCUMENT AND THE CONDITIONS OF SALE FOR THE AUCTION PUBLISHED WITHIN THE SALE CATALOG. AUCTIONEER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO SUSPEND ANY PERSON WHO VIOLATES THESE CONDITIONS IN ANY MANNER FROM FURTHER PARTICIPATION IN ANY SALE CONDUCTED BY AUCTIONEER. AUCTIONEER FURTHER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MAINTAIN A LIST OF PERSONS WHO VIOLATE THESE CONDITIONS IN ANY MANNER AND TO PUBLISH SUCH LIST IN FUTURE SALE CATALOGS.

IMPLIED WARRANTY

THERE ARE NO IMPLIED WARRANTIES MADE BY AUCTIONEER OR OWNER AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE OF ANY ANIMAL OFFERED FOR SALE IN THIS AUCTION. AUCTIONEER MAKES NO WARRANTIES WHATSOEVER.

PROSPECTIVE BIDDERS ARE CAUTIONED

PROSPECTIVE BIDDERS ARE CAUTIONED THAT WARRANTIES ON HORSES PURCHASED ARE ONLY AS STATED IN THE CONDITIONS OF SALE IN THE SALE CATALOG. PAY SPECIAL ATTENTION TO SALE CONDITION NOS. 2 AND 3 PERTAINING TO "NO RETURNS OR REFUNDS" AND "EXCLUSION OF WARRANTIES AND 'AS IS' SALES".

NON-U.S. BIDDERS

Requirements for issuance of a Buyer Number from Auctioneer include presentation of the following documents for approval:

1. Valid U.S. driver's license and/or other form(s) of positive U.S. identification
2. Proposed method of payment
3. Properly executed Letter of Credit

Auctioneer reserves the right, in its sole discretion, to accept or reject the request for a Buyer Number.

EXAMINE HORSES

Personally inspect any horse of interest thoroughly **PRIOR TO BIDDING OR BUYING**. Disclosures of abdominal and/or joint surgeries are provided **ONLY** in the Sale Repository. Veterinary assistance is encouraged and is available at bidder's expense on request.

COGGINS & HEALTH

All horses in the sale must have tested negative for equine infectious anemia. Coggins tests completed within six months of the sale date are required.

MULTIPLE EMBRYOS

Neither Auctioneer nor the pedigree research company shall be responsible for providing information as to multiple embryos (foals of the same year) out of mares or dams in the sale; nor shall they be liable in any way for Buyer's or Seller's belated awareness of such information.

RECIPIENT MARES

Recipient mares included within this auction sell to buyers with NO DEPOSIT DUE NOR EXPECTATION OF RETURN.

HIP NUMBERS

Hip numbers shall not be removed by Owner/Seller or the Buyer while the horse is on the sale grounds.

REPURCHASES

This auction shall be conducted "with reserve", meaning the right to bid and/or repurchase a horse is reserved by the Owner/Seller. If Owner/Seller elects to repurchase a consigned horse, Owner/Seller must do so by: 1) being the highest bidder and signing the Buyer's Acknowledgement of Purchase and Security Agreement; or 2) submitting a completed written reserve bid form to Auctioneer at least thirty minutes prior to the horse being led into the ring for sale; or 3) instructing Auctioneer. Under no circumstance will a reserve bid submitted on the consignment contract or which is turned in to a bid spotter or submitted in any form other than previously stated be accepted.

OWNER'S COMPLETED SALE

Owner warrants that Auctioneer is entitled to all applicable sale fees if a horse sells as a result of the sale. Owner agrees that Auctioneer shall use any means available to collect applicable fees if a horse sells as a result of the sale.

POST-SALE CARE

Horses become the Buyer's responsibility at the fall of the hammer. Buyers are advised to contact Seller and confirm that proper care is provided after the sale.

BUYER'S ACKNOWLEDGEMENT OF PURCHASE AND SECURITY AGREEMENT

After making a winning bid, remain seated to sign the Buyer's Acknowledgement Of Purchase and Security Agreement. Be sure to confirm the correct hip number and the price, and to read the Conditions of Sale in the sale catalog as well as the terms and conditions included with the Buyer's Acknowledgement of Purchase and Security Agreement, before you sign. Please print your Buyer number, name and address clearly since this document is used for invoicing, transfer records and publishing sale results.

ACCOUNT SETTLEMENT

All accounts must be paid within the specified time announced prior to the commencement of the auction. Make all payments directly to the sale cashier and not to Seller under any circumstance. A valid U.S. driver's license and/or other form(s) of positive U.S. identification for Buyer are required upon settlement.

NCHA Rule 40

Any member may be suspended and denied privileges of the Association, and any non-member, approved show, or official thereof may be denied privileges of the Association for the failure to pay when due any obligation owing to the Association (including "Cutting Horse Chatter") or for

giving a worthless check for entry fees, stall fees, office charges, stock charges, premiums, or any other fees or charges or costs connected with the exhibition of cutting horses **or the purchase of livestock or other property during a sale authorized or sanctioned by the Association or an affiliate of the Association;** provided, however, that the member or non-member subject to suspension shall be given fifteen (15) days written notice of the amount due and the intention of the Association to suspend or withhold privileges. Any suspension and denial of privileges under this rule shall terminate upon full payment of the obligation due the Association, and/or any affected show management. *NCHA Standing Rule 4.a.1., 2., and 3. will be enforced whenever suspension or denial of privileges are incurred under Rule 40 for giving a worthless check. Any past due amounts (60 days or more) owed to NCHA for any reason will be deducted from any premium checks won by debtor.*

STABLE RELEASES

To remove a horse from the sale grounds, you must obtain a stable release from the sale office. Please confirm that the release represents the correct hip number. Be sure to give the release to the person ultimately responsible for removing your horse from the sale grounds.

TRANSFERS

TRANSFER FEES ARE THE RESPONSIBILITY OF OWNER/SELLER. REGISTRATION CERTIFICATES AND COMPLETED TRANSFERS WILL BE MAILED DIRECTLY TO AQHA, APHA, OR NATIONAL DNA. BUYER SHALL RECEIVE ORIGINAL REGISTRATION CERTIFICATE DIRECTLY FROM THE APPLICABLE REGISTRY AFTER THE TRANSFER PROCESS IS COMPLETE. NO REGISTRATION CERTIFICATES WILL BE RELEASED ON SALE DAY. THERE ARE NO EXCEPTIONS TO THIS RULE.

HALTERS

A shipping halter and lead will be provided for each horse sold within the sale catalog.

TAIL EXTENSIONS

Seller must reveal any type of "false tail" or "extensions to the tail" of any horse offered in this auction. It is the Seller's responsibility that such be called from the auction block as each horse sells. Failure to do so allows Buyer the opportunity to return the horse.

CATALOG INFORMATION AND ANNOUNCEMENTS / DISCLOSURES

EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE CORRECTNESS OF THE INFORMATION PRINTED IN THE SALE CATALOG. HOWEVER, AS EACH HORSE ENTERS THE SALE ARENA ALL PARTICIPANTS ARE CAUTIONED TO PAY CLOSE ATTENTION TO THE ANNOUNCEMENTS FROM THE AUCTION BLOCK REGARDING CHANGES IN, OR ADDITIONS TO, INFORMATION FOUND IN THE SALE CATALOG, AS SUCH ANNOUNCEMENTS TAKE PRECEDENCE OVER THE CATALOG PRINTED MATERIAL. DISCLOSURES OF ABDOMINAL AND/OR JOINT SURGERIES ARE PROVIDED ONLY IN THE SALE REPOSITORY.

OWNER SHALL BE SOLELY RESPONSIBLE FOR ANY OMISSION OF ANNOUNCEMENTS BY AUCTIONEER.

AUCTIONEER disclaims responsibility for the consequences, if any, of any catalog errors. HOWEVER, NOTIFICATION OF ERRORS WOULD BE APPRECIATED.

USE CAUTION WHILE ON THE PREMISES

All persons attending the auction do so at their own risk and are urged to use extreme caution. **WARNING: UNDER TEXAS CIVIL LAW (CHAPTER 87 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO AND/OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

NCHA DISCLAIMER

The sale is not an NCHA sponsored or approved sale. The NCHA has no connection with, or any responsibility for, the conduct of the sale in any manner. The NCHA makes no warranties or representations, express or implied, with respect to any horse in the sale or with respect to the conduct of the sale in any manner.

SUPER STAKES FOAL NOMINATION

All information pertaining to NCHA Super Stakes Nomination for foals of 2011, 2012, 2013, 2014, 2015, and 2016 have been provided by the consignor. Western Bloodstock LTD. makes no warranties or representations as to the authenticity of the nomination.

OTHER SPECIAL SUBJECTS OF INTEREST

PREVIEW OF HORSES

All horses may be previewed in the stall area. Two-Year-Olds in-training and Trained Cutting Horses sell working cattle live.

VETERINARIANS

A number of local veterinarians are available should their services be desired. Again, a pre-purchase veterinary examination is recommended. Any Buyer who fails to obtain a pre-purchase examination does so at Buyer's sole risk and is subject to indemnity obligations because all horses are sold "AS IS."

ENGAGEMENTS

Unless announced otherwise, all payments for eligibility in major aged events that become due after date of sale are the responsibility of Buyer, who should notify the proper association of new ownership.

SEATING

There is no reserved seating and all seating is on a first-come, first-served basis.