



## Greg Knowles Auctions

### TERMS & CONDITIONS

The following Terms and Conditions of Sale, as amended by any posted notices or oral announcements by the Sale Agent or Auctioneer prior to or during the auction, constitutes the entire agreement between the bidders at the auction. On the other hand, each consignee has the legal right to convey good title to the said Embryo Right/ Unborn Foal. IntArah LLC/Greg Knowles Auctions makes no representations or warranties whatsoever to any bidders or to any successful buyer, and shall have no obligations or liabilities to any bidder or buyer, and without limiting the generality of the foregoing, shall bear no liability to any party as a result of any breaches of representations, warranties or legal duties or responsibilities of IntArah LLC/Greg Knowles Auctions.

### Procedure To Produce Your Embryo Right/Unborn Foal:

- \* Embryo Right: The Buyer is responsible for all veterinary expenses associated with the embryo transfer procedure, all of which is payable directly to the veterinarian. If "The Donor Mare", sells before a confirmed pregnancy of the recipient mare, Seller agrees to transfer the agreements found in the consignment form to the new mare owner. If more than "1" embryo is conceived, collected and successfully transferred, Buyer shall be the owner of only one successful embryo transfer. The consignor will make available to the Buyer the "The Donor Mare" to produce the foal from the purchased embryo right. The right to an embryo transfer of the Seller's mare by the purchaser does not constitute a guarantee to a live foal from the mare by the Seller, but does guarantee a confirmed pregnancy "insurable" in the recipient mare at 42 days. "Consignor" guarantees as many consecutive breeding cycles as needed to successfully retrieve an embryo for the

2016 breeding season. If an embryo is not conceived during the 2016 breeding season, the "Consignor" guarantees as many consecutive breeding cycles as needed to successfully retrieve an embryo during the 2017 breeding season. If more than "1" embryo is conceived, collected and successfully transferred, "Buyer" shall be the owner of only one successfully transferred embryo. "Consignor" will be responsible for all costs associated with the second successful embryo transfer. The "Consignor" will make available to the Buyer the "The Donor Mare" to produce the foal from the purchased Embryo Right.

\* Unborn Foal: 42 days confirmed pregnancy which is insurable.

### Warranty of Title and Possession:

- . a) Consignor warrants that he/she/they has (have) proper documentation to register the embryo/unborn foal and that the embryo right/unborn foal will be available to Buyer free of all liens or encumbrances. Consignor makes no other warranties or representations whatsoever which extend beyond the description on the face hereof and specifically does not warrant the fitness, merchantability, suitability or quality of the resulting foal.
- . b) Pregnancy Exam: Consignor agrees to have a pregnancy exam performed, at their expense, on the Mare carrying the unborn foal and must provide a certified pregnancy certificate to IntArah by April 16, 2016. A licensed veterinarian must perform examination.

### Warranty of Pedigree:

Consignor warrants to Buyer that the Sire and Dam as stated in Paragraph 2 of the Embryo Right / Unborn Foal Consignment Form, date, bred and recipient/donor Mare information and knowledge of the sex of the Embryo Right/Unborn Foal is true and correct.

### Warranty of Registration:

Consignor understands and agrees that IntArah/Greg Knowles Auctions is not responsible for registration or parentage testing of any embryo transfer foal. Consignor further agrees to provide any and all documentation necessary to register the resulting foal as described in section 2 of the Embryo Right/Unborn Foal Consignment Form. Any fees associated with providing embryo transfer permits and/or certificates for the donor Mare are the

responsibility of the Consignor. Registration of the resulting unborn foal purchased is the responsibility of the Buyer.

### Registration Papers:

Ability to register the foals papers shall not pass to the Buyer until the Embryo Right/Unborn Foal has been paid for in full.

### No Other Warranty:

Each Embryo Right/Unborn Foal is sold "AS IS". Neither IntArah LLC /Greg Knowles Auctions nor any other person is authorized to make representations or warranties about any EmbryoRight/Unborn Foal. No oral or written statement constitutes a warranty, and all such oral or written statements, other than those contained herein, shall not be relied upon by any bidder or Buyer, and are not part of any contract of sale.

### Title and Delivery:

Documentation to register the Unborn Foal passes to the Buyer at the fall of the hammer, subject to payment of all or such part of the purchase price. All risk of injury to the Mare carrying said Embryo Right/Unborn Foal becomes the Buyer's risk upon the fall of the hammer. The Buyer shall present himself to sign the Buyer's acknowledgment form immediately upon the fall of the hammer, and will arrange to make full payment within (1) business day after the auction. The right of a successful bidder to purchase, as determined by the auctioneer, is not impaired in the event that an Acknowledgement of Purchase is signed by another bidder. Insurance is available to Buyer.

### Limitation of Liability:

The Buyer's exclusive remedy for any breach shall be limited to the return of said Embryo Right/Unborn Foal (as described in the following paragraph) and repayment of the purchase price received by the Consignor, less commissions and cost of sale. The liability of the Consignor or the Consignor's Agents with respect to any sale or anything done in connection therewith, whether arising out of contract, negligence, strict liability warranty or otherwise, shall not exceed the total purchase price, less commissions and cost of sale, of the Embryo Right/Unborn Foal upon which has been received by the Consignor, Except to the extent set forth in this and the following paragraph, the Buyer shall not under any circumstances be entitled to, nor be able to, recover any damages, including but not limited to consequential damages, incidental damages, special or general damages or loss of other property, or loss resulting from any general or particular requirements and needs of the buyer.

## Catalog:

Every effort has been made to assure the correctness of the catalog, but IntArah LLC/Greg Knowles Auctions are not responsible for errors or omissions. All corrections made to the catalog at the time of the sale from the auctioneer's podium shall supersede the catalog.

## Bidding:

The highest bidder recognized by the auctioneer shall be the Buyer. Bids tendered after the fall of the hammer are not valid grounds for any dispute. If any dispute arises between two or more bidders, or in the event of doubt on the auctioneer's part as to the validity of any bid, the auctioneer will have the final discretion either to determine the successful bidder, or to re-offer and resell the Embryo Right/Unborn Foal in dispute. The auctioneer's sale record is conclusive and is not subject to challenge. The auctioneer reserves the right to reject any bid.

## Bidder Registration:

IntArah LLC/Greg Knowles Auctions encourages everyone to pre-register for auction by visiting our website [www.intarah.com](http://www.intarah.com) or the IntArah Booth at the World Cup Show.

## Delivery to Buyer:

No Embryo Right/Unborn Foal shall be delivered to the Buyer until payment in full has been received in full by IntArah LLC/Greg Knowles Auctions by one of the means set forth below.

## Buyer's Payment:

The Buyer shall pay for the Embryo Right/Unborn Foal within (1) business day of the conclusion of the sale, and shall pay IntArah LLC/Greg Knowles Auctions the total purchase price plus an additional 7% Buyer's premium fee (or as described in terms) by one or more of the following means: U.S. currency, cashier's check, traveler's check, personal check, Credit Card. There will be a 3.5% user fee on all Credit Cards (we accept Visa, MasterCard or American Express), subject to clearance prior to the release of the Embryo Right/Unborn Foal.

\* Notice to all winning bidders... There is an additional 7% buyer's premium fee due at the time of purchase added to each lot.

## Default Purchase:

If any person shall purchase a lot and fail to pay for it in the manner described above, IntArah LLC/Greg Knowles Auctions shall have, in addition to all other legal rights, the right to resell the lot, or at their option, bring an action for specific performance, in which event the defaulting Buyer agrees to pay all costs of each suit, together with all reasonable attorney's fees and cost. In the event of a resale, the defaulting Buyer agrees to pay all costs of resale, plus any deficiency between the original total purchase price and the total purchase price upon resale. If after 45 days, IntArah Group LLC./Greg Knowles Auctions has not been able to collect from Buyer, the Consignor is free to take back possession of said Lot without further damages to Consignor or IntArah Group LLC/Greg Knowles Auctions.

### Additional Expenses:

It's understood that at the fall of the hammer, the winning bidder takes all ownership of the Embryo Right/Unborn Foal's expenses that occur with the related Embryo Right/Unborn Foal. All expenses are those of the new owner of the Embryo Right/Unborn Foal.

### Law and Taxes:

These Terms and Conditions of Sale shall be construed and governed by the laws of the State of Nevada in effect as of the date of the sale, and any dispute shall be resolved pursuant to the laws of the State of Nevada. Jurisdiction and venue shall be in Clark County, Nevada. Each Buyer agrees to pay any city, county or state sales, transaction, privilege or use tax which may be claimed because of the Buyer's failure to qualify for an exemption. Applicable Nevada state sales tax rulings and state statutes may apply.

### Withdraw Rights:

Greg Knowles Auctions reserves the right to withdraw any Embryo Right/Unborn Foal from the sale without liability to anyone. Consignor will not withdraw the consigned Embryo Right/Unborn Foal from the 2016 IntArah Dream Embryo Auction except with the expressed written consent of the auction management. Consignor shall be liable for all consignment fees, commissions, and other expenses incurred. The Auction Company and/or The IntArah Group LLC may withdraw consignments from the sale without liability to anyone. If the recipient mare should abort the consigned embryo before the auction, the consignor may withdraw from the auction without penalty, although the initial auction consignment fee will not be refunded rather credited toward future auctions of the Auction Company or The IntArah Group LLC.

## Payment To Embryo Right Consignor:

IntArah Group LLC./Greg Knowles Auctions will not release Buyer's payment to Embryo Right Consignor until Embryo Right Consignor releases mare to Buyer to start the embryo process.

## Agent Commissions:

Agent's will be paid a commission by IntArah Group LLC for representing their client on their purchases if the Agent is registered with IntArah Group LLC. The Agents must register and their owners must register or no commissions will be paid. IntArah Group LLC. pays a 5% agent commission.

\* The IntArah Group LLC/Greg Knowles Auctions is only the organizer of this event. The main function of the IntArah Group LLC/Greg Knowles Auctions Auction is to connect Sellers and Buyers. Fitting any and all legal liabilities in the greetings of the Terms and Conditions of purchases and sales of this auction, are solely and entirely on Sellers and Buyers.