General Terms & Conditions of Sale

POLICIES, PROCEDURES, AND AUCTION NOTICES FOR ALL PARTICIPANTS

The 2022 SUPER SIRES YEARLING ONLINE SALE will open at 8:00 a.m. CST, November 11, 2022, and will begin the soft close November 15, 2022, at 4:00 p.m. CST. ENTIRE BUYERS PREMIUM FROM SALE WILL SUPPORT ALL RIDERS IN SUPER SIRES OPEN WESTERN & ENGLISH FUTURE EVENTS.

The General Conditions of Sale form a contract for the sale and purchase of the consigned yearling. These conditions are binding even if you have not read them.

CONDITIONS OF SALE

ALL PARTICIPANTS IN THE 2022 SUPER SIRES YEARLING ONLINE SALE ARE RESPONSIBLE FOR TAKING NOTICE OF AND THOROUGHLY READING THIS DOCUMENT AND THE CONDITIONS OF SALE FOR THE AUCTION PUBLISHED WITHIN SUPER SIRES, LLC'S (HEREINAFTER "SUPER SIRES"), WEBSITE. PARTICIPATION IN THE SALE IS DEEMED TO BE YOUR ACKNOWLEDGEMENT THAT YOU HAVE DONE SO AND THAT YOU AGREE TO BE BOUND BY THE POLICIES, PROCEDURES, AND NOTICES HEREIN.

WARRANTIES

NEITHER SUPER SIRES OR OWNER OF A HORSE MAKE ANY IMPLIED OR EXPRESSED WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE OF ANY HORSE. ALL HORSES SELL "AS IS" AS TO ANY AND ALL EXISTING CONDITIONS AND DEFECTS.

SUPER SIRES reserves the right, in its sole discretion, to accept or reject a request for Bidder Registration. Furthermore, Buyer and Seller must be in good standing with Super Sires, and Buyer and Seller must be in good standing with applicable breed registries.

EXAMINATION OF HORSES

It is Bidder's/Buyer's responsibility to thoroughly inspect, individually or through an agent, e.g., veterinarian, any horse of interest prior to bidding or purchasing.

GENETIC TESTING

GENETIC TESTING RESULTS ARE NOT GUARANTEED BY SUPER SIRES OR ANY SELLER.

POST-SALE CARE

Horse(s) become Buyers responsibility at the close of the SUPER SIRES YEARLING ONLINE SALE. Buyers are responsible for contacting Seller to confirm that proper care is provided after the sale. Insurance is not mandatory, but, is strongly advised.

ACCOUNT SETTLEMENT

ALL ACCOUNTS MUST BE FULLY PAID TO SUPER SIRES, LLC DIRECTLY BY 5:00 P.M. CST. (CENTRAL STANDARD TIME) WEDNESDAY, NOVEMBER 16, 2022. PAYMENT WILL BE MADE DIRECTLY TO SUPER SIRES, LLC. ONCE PAYMENTS HAVE CLEARED, SUPER SIRES WILL MAKE PAYMENT TO SELLER, THE CERTIFICATE(S) OF REGISTRATION AND TRANSFER REPORT(S) WILL BE FORWARDED TO THE APPROPRIATE BREED ASSOCIATION(S).

BUYER'S PREMIUM

A BUYER'S PREMIUM OF 5% IS REQUIRED TO BE PAID BY THE BUYER TO SUPER SIRES WHICH ENTITLES YEARLING ELIGIBILITY FOR SUPER SIRES' EVENTS. IN THE EVENT HORSE DOES NOT SELL, SELLER HAS THE **OPTION** TO PAY 5% OF THE FINAL BID TO MAKE THE YEARLING ELIGIBLE FOR ALL SUPER SIRES' EVENTS.

TRANSFER FEES

TRANSFER FEES ARE THE RESPONSIBILITY OF SELLER. REGISTRATION CERTIFICATES AND COMPLETED TRANSFERS WILL BE MAILED DIRECTLY TO THE APPROPRIATE BREED ASSOCIATION(S) BY SUPER SIRES. WITHOUT EXCEPTION, NO REGISTRATION CERTIFICATE WILL BE RELEASED ON SALE DAY WITHOUT WRITTEN APPROVAL BY BOTH SELLER AND BUYER.

CATALOG INFORMATION AND ANNOUNCEMENTS

SUPER SIRES WILL MAKE REASONABLE EFFORTS TO HAVE CORRECT INFORMATION PRINTED IN THE SALE CATALOG. HOWEVER, ALL SALE PARTICIPANTS AND AUCTIONEER AGREE BY THEIR PARTICIPATION THAT SUPER SIRES HAS NO RESPONSIBILITY FOR CATALOG ERRORS OR THE CONSEQUENCES THEREOF. SALE PARTICIPANTS, INCLUDING BUT NOT LIMITED TO SELLER AND BUYER, WAIVE ANY AND ALL CLAIMS THEY OR THEIR ASSIGNS MAY HAVE AGAINST SUPER SIRES IN THIS REGARD.

ENGAGEMENTS

Unless announced otherwise, all payments that become due after the date of sale for nomination to future Super Sires' events are the responsibility of Buyer. It is Buyer's responsibility to notify the proper association(s) of new ownership.

BY ATTENDANCE and/or PARTICIPATION

All agree to save, HOLD HARMLESS and INDEMNIFY SUPER SIRES and its respective agents, employees, partners, directors, officers and/or any person or entity acting on their behalf, from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorney fees, arising or allegedly arising from (i) personal injury or death of

any person (including, but, not limited to employees of Owner or Buyer) or any horse, including but not limited to any claims arising out of injuries or damages caused by the horse after the fall of the hammer, and (ii) property damage, including loss of use thereof, economic loss or otherwise, arising or growing directly or indirectly out of Owner's or Buyer's use of any of the facilities in connection with the sale, the conducting of the sale or anything occurring in connection with the sale.

The foregoing indemnity obligations shall apply whether or not the claim or liability in question results or is alleged to result in whole or in part from the sole, concurrent or comparative negligence or strict liability of auctioneer, its agents, employees, partners, directors, officers and/or any person or entity acting on its behalf, or any defect in the premises, equipment or tools owned, operated or controlled by auctioneer. Thus, it is understood and agreed that in no case shall auctioneer, its employees, agents, directors, partners or officers be responsible for any loss, death, damage or injury of any character to any person, animal or article arising from or occurring during the sale.

NOTICE BY AUCTIONEER TO ALL SALE PARTICIPANTS REGARDING CONDITIONS OF SALE

NO. 1 GOVERNING LAW

Neither Auctioneer nor Super Sires or their respective representatives or agents, shall have responsibility for any liability and/or damages whatsoever, including, but, not limited to, the loss, damage, injury, death or illness of any horse, person, or property before, during or after the sale. All horses consigned to the sale are offered in accordance with the laws of the State of Indiana, and all transactions between Buyer, Seller and Super Sires are governed by the laws of the State of Indiana. Each horse offered in the sale is sold "As Is And With All Conditions and Defects".

In the event of any legal dispute between Buyer and Seller, Auctioneer will occupy the position of agent for a disclosed principal and stakeholder and will be discharged from all obligations owing to Seller or Buyer upon delivery of any property or funds held by Super Sires to the court having jurisdiction of such dispute.

NO. 2 BIDDING PROCEDURE

The highest bidder shall become Buyer. Super Sires reserves the right to reject any and all bids.

NO. 3 BIDDING DISPUTES

If a dispute arises between or among two or more bidders, Super Sires shall settle the dispute, and its decision shall be absolute, final, and binding on all parties. In such a case, Auctioneer has the right to reopen the bidding procedure solely between the bidders having claimed the last bids. SELLER RESERVES THE RIGHT TO BID ON THEIR OWN HORSE TO PROTECT SELLER'S RESERVE.

NO. 4 TITLE AND DELIVERY

Title shall automatically pass to Buyer at the "fall of the gavel," i.e., the point in time when online bidding for 2022 SUPER SIRES YEARLING ONLINE SALE has closed. At such time, Buyer assumes all risk of loss, and responsibility for health, maintenance, care and expenses for the horse shall pass immediately from Seller to Buyer. Upon the passage of title, Buyer agrees to indemnify and hold Auctioneer, Super Sires, Seller, and their respective representatives harmless from all loss, cost and expense including but not limited to: (a) the illness, injury or death of purchased horse, or (b) loss or damage to property, and (c) injury or death of persons caused by Buyer, Buyer's agents,

employees or the purchased horse. Title and all risks are assumed by Buyer whether or not delivery has been made. Delivery of a purchased horse shall be contingent upon the Buyer making a full settlement to the Seller as described in Condition No. 5.

NO. 5 SETTLEMENT

Settlement for any purchase must be made in full and paid directly to Super Sires, LLC NO LATER THAN 5:00 P.M. E.D.T. on WEDNESDAY, NOVEMBER 16, 2022. Payment to any other source is prohibited and is not recognized as settlement. Settlement for any purchase must be made for the full purchase price in U.S. currency or with funds from a U.S. bank in the form of a bank check, wire transfer, credit card, cash, Pay Pal, Venmo, certified check or traveler's check as approved by Super Sires, LLC. Buyer's Acknowledgement of Purchase and Security Agreement is not transferable without the approval of Auctioneer. A copy of Buyer's Acknowledgement of Purchase and Security Agreement must be presented by Buyer at the time of settlement. Appropriate legal services will be obtained in whatever jurisdiction necessary to secure performance of any payment given as settlement, and all costs, including attorney's fees, incurred by Auctioneer and/or Seller shall be the responsibility of the party issuing such payment. Super Sires shall have no responsibility to Seller or Buyer for collection of settlement or any costs, including but not limited to attorney's fees associated therewith.

NO. 6 DEFAULT

A Buyer, who fails in any respect whatsoever to make settlement as described in Condition No. 5, shall be declared in default. The Seller and/or Auctioneer may bring suit against the defaulting party who shall be responsible for all costs, including attorney's fees, incurred by Auctioneer and/or Seller in collection of amounts owing, or in enforcement or interpretation of the sale condition.

NO. 7 WARRANTIES

There is no warranty, express or implied, by Super Sires , or Seller, or any of their representatives as to the soundness, physical condition, health, disposition, merchantability or fitness for any particular purpose of any horse offered in this sale. All horses are sold "as is" with all existing conditions and defects. Any and all guarantees published on the Seller's behalf in the description on the website are made solely between the Seller and the Buyer.

NO. 8 CATALOG AND ANNOUNCEMENTS

The accuracy of all information on Super Sires' website is the sole responsibility of Seller. While certain information may have been procured by Super Sires from third parties on behalf of Seller, it is nonetheless solely the responsibility of Seller to verify the accuracy of such information. Super Sires and its representatives do not assume any responsibility or liability for errors or omissions, or for any verbal or written statement regarding the horse sold, and by participation in the sale, all parties, including but not limited to Seller and Buyer, agree that Super Sires has no responsibility for such errors or omissions

NO. 9 REGISTRATION CERTIFICATES

All original Certificates of Registration, Transfer Reports, and/or applicable Breeder's Certificate guarantees, and/or Registration Applications, will be held by Super Sires until Buyer's payment

clears Super Sires' bank and becomes unconditional credit. Upon payment clearance, all applicable paperwork will be forwarded directly to the proper breed association(s) by Super Sires. Seller shall be responsible for payment of all applicable transfer fees.

NO. 10 AUCTIONEER DISCLAIMER

Champion Horse Sales, LLC, or any representative thereof, does not act as agent for or represent Buyer or Seller, but, only provides a platform for bringing Buyer and Seller together for the purpose of a sales transaction. Neither Super Sires nor any of its representatives makes any warranty, implied or expressed, as to the marketability or suitability of any horse for a particular purpose.

NO. 11 ARBITRATION

If any dispute arises, all claims, disputes, controversies, differences or other matters in question arising out of Super Sires or its relationship to any party in the matters stated in these Conditions of Sale (the claims) and all other matters in which Super Sires has provided any type of services at any time, whether or not those matters are encompassed within this document (including, but not limited to compensation for fees, expenses and/or commissions) shall be settled finally, completely and conclusively by binding arbitration in District Court of Delaware County, Muncie, Indiana, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), by one or more arbitrators chosen in accordance with the Rules. Arbitration shall be initiated by written demand of the party seeking arbitration.

A decision by the arbitrator or arbitrators shall be final, conclusive and binding on the parties, and judgment may be entered thereon in the District Court of Delaware County, Muncie, Indiana, to enforce such decision and the benefits thereof. Any arbitration held in accordance with this paragraph shall be private and confidential, and no person shall be entitled to attend the hearings except the arbitrator(s), the stenographer (if one is requested), the parties and the attorneys for the parties and/ or representatives designated by the parties. The matters submitted for arbitration, the hearings and proceedings thereunder and the arbitration award shall be kept and maintained in strictest confidence by the parties and shall not be discussed, disclosed or communicated to any person. On request of any party, the record of the proceeding shall be sealed and may not be disclosed except insofar, and only insofar, as may be necessary to enforce the award of the arbitrators and any judgment enforcing such award. The prevailing party shall be entitled to recover reasonable and necessary attorneys' fees and the costs of arbitration from the non-prevailing party.

All Sellers, Buyers, bidders and attendees knowingly, voluntarily and intentionally waive any right that they may have to trial by jury in respect to any litigation arising from or connected with this auction.

These Terms of Use may be amended at any time by posting the revised Terms of Use, including Policies and Procedures, on the Site and Application. Super Sires may terminate these Terms of Use at any time by suspending or terminating access to the Services and/or by notifying you in writing. The Site and Application allow you to place bids, monitor live auctions and perform other related activities in connection with the Auction House (collectively, the "***Services***"). Your continued use of the Services after we have posted revised Terms of Use signifies your acceptance of such revised Sale Conditions. No amendment or modification of these Sale Conditions will be binding unless in writing and signed by our duly authorized representative or posted to the Site and/or Application by our duly authorized representative.