
CONDITIONS OF SALE

Wednesday, October 19th, 2022

HIP NUMBERS 1 THROUGH 64 INCLUSIVE, PLUS ALL ADDITIONAL SUPPLEMENTS

ALL PARTIES TAKE NOTICE

THIS SALE IS CONDUCTED IN ACCORDANCE WITH, AND ALL ACTS OF INTERESTED PARTIES AND/OR CLAIMS BY THEM SHALL BE GOVERNED BY THE FOLLOWING:

CODE OF CONDUCT: The Code of Conduct governing participants in the sale is set forth in this sales catalogue directly in front of these Conditions of Sale, and is hereby incorporated by reference and made a part of these Conditions of Sale.

FIRST APPLICABLE LAW: All horses in this sale are offered according to the laws of the Province of Ontario. The right to bid, as provided under law, is reserved for all consignors unless otherwise announced.

SECOND EXCEPT AS SET OUT HEREIN, THERE IS NO REPRESENTATION, WARRANTY OR CONDITION EXPRESS OR IMPLIED BY THE CTHS, OWNER OR CONSIGNOR PURSUANT TO THE SALE OF GOODS ACT OR OTHERWISE. WITHOUT LIMITATION TO THE FOREGOING, THERE IS NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED BY CTHS, OWNER OR CONSIGNOR, AS TO THE RACING SOUNDNESS, 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 EXCEPT AS SET FORTH IN CONDITIONS EIGHTH, NINTH, TENTH, ELEVENTH AND TWELFTH BELOW.

THIRD BIDDING PROCEDURES: Unless waived by announcement, there shall be an upset price on any horse offered as set forth on the title page of the sales catalogue. If any opening bid of the upset price is not immediately forthcoming to the auctioneer's call, the horse shall be led out unsold. Minimum acceptable increases in bidding are: \$100.00 until the bidding reaches \$25,000.00 and \$500.00 thereafter. The person making the highest bid recognized by auctioneer shall be the buyer. The auctioneer shall immediately present the Buyer with a document entitled Acknowledgment of Purchase for his or her signature. Should such presentation not be made prior to commencement of bidding on the next lot offered, the buyer shall forthwith identify himself or herself to CTHS as the buyer and sign Acknowledgment of Purchase. In the event that a person other than the recognized buyer signs the Acknowledgment of Purchase, such action shall not give such other person any right or title to the horse; and immediately that such erroneous signing of Acknowledgment of Purchase becomes known to CTHS, CTHS shall cause the Acknowledgment of Purchase to be presented to the recognized buyer for signature.

FOURTH BIDDING DISPUTES: Should any dispute arise between or among two or more bidders, CTHS shall forthwith adjudicate the dispute, and its decision shall be absolute, final and binding on all parties. Bids tendered after fall of the hammer are not valid grounds for dispute. Bids received by personnel employed by the auctioneer have the same stature as bids received by the auctioneer. In case of dispute, the bidding shall be re-opened for advance bids, and if there be no advance bids, the horse is sold to the person from whom auctioneer recognized the last bid. Advance bidding shall be restricted to the disputing parties, unless the bid be reduced below the level of the recognized bid at commencement of dispute, in which case bidding is re-opened to all. CTHS reserves the right to reject any or all bids.

FIFTH TITLE AND DELIVERY: Title passes to the buyer at the fall of the hammer. All risk of injury to the horse becomes buyer's risk at passing of title. Horse will be held for buyer by consignor until buyer makes settlement as provided in CONDITION SIXTH below. Buyer shall immediately present himself or herself to make settlement if requested by CTHS, but in any case shall so present himself or herself within thirty minutes of conclusion of the sales

session in which the horse was purchased. Upon settlement by buyer, horse will be delivered pursuant to a "stable release" provided by CTHS to buyer or his or her representative. Buyer or his or her representative shall present "stable release" to designee of CTHS to remove horse from sales premises after taking possession, but in any case taking possession of the horse by buyer or his or her representative shall constitute delivery subject to the provisions of CONDITION TWELFTH. Upon delivery, buyer shall cause horse to be removed promptly from the sales premises, or shall be subject to stable charges as determined by CTHS. In addition, should purchaser fail to cause horse to be removed promptly, CTHS may cause horse to be removed from sales premises at buyer's risk and expense.

SIXTH **TERMS FOR SETTLEMENT:** Buyer shall make settlement with cashier appointed by CTHS. Payment to others, including consignors or their representatives do not constitute settlement as provided in CONDITION FIFTH above for the full purchase price, such settlement to be in the form of Canadian Currency or equivalent acceptable to cashier of CTHS, unless credit for a fifteen-day period shall have been extended in advance by cashier of CTHS to the buyer. Bidding will not be authorized by buyers who have overdue accounts from prior sales conducted by CTHS or the auctioneer. **BIDDERS ARE CAUTIONED TO THE FACT THAT THEY MAY HAVE BEEN EXTENDED CREDIT AT A PRIOR SALE DOES NOT ESTABLISH CREDIT AT THIS SALE: THEY MUST ESTABLISH CREDIT AT THIS SALE: THEY MUST ESTABLISH CREDIT PRIOR TO BIDDING.** Any buyer to whom credit is extended may be required, in the absolute discretion of CTHS to execute an appropriate security agreement in form and substance satisfactory to CTHS and in any case such buyer grants to CTHS a security interest in the horse purchased as security for payment of the amount of any part of the purchase price which is unpaid. If any account is not paid in full fifteen days after sale, buyer hereby agrees to pay to CTHS a service charge of twenty-four (24%) percent per annum of the unpaid balance in his or her account, beginning with the date which is fifteen days after the date of sale until payment in full plus any legal fees and disbursements incurred by CTHS.

SEVENTH **DEFAULTERS:** SHOULD BUYER FAIL TO COMPLY IN ANY RESPECT WITH CONDITIONS FIFTH AND SIXTH ABOVE, CTHS MAY, IN ITS ABSOLUTE DISCRETION, PURSUE ANY REMEDY AGAINST THE DEFAULTING BUYER AVAILABLE TO OWNER OR CTHS PURSUANT TO THE PERSONAL PROPERTY SECURITY ACT, INCLUDING, BUT NOT LIMITED TO, TAKING POSSESSION OF THE HORSE, RESALE OF THE HORSE AT PUBLIC AUCTION OR BY PRIVATE TREATY FOR ACCOUNT OF DEFAULTER. In any such case defaulter shall be liable for any deficit in his or her account after charging to his or her account all costs or maintenance and resale, including, but not limited to, service charges, legal fees, costs of litigation and damages available to CTHS by law.

EIGHTH **WARRANTIES AS TO DESCRIPTION:** UNLESS OTHERWISE ANNOUNCED OR DESCRIBED THERE IS NO REPRESENTATION OR WARRANTY AS TO THE BREEDING QUALITIES OF ANY HORSE WHICH AT THE TIME OF SALE IS OFFERED IN ITS YEAR OF FOALING, OR ITS YEARLING OR TWO-YEAR-OLD YEAR, OR IF DESCRIBED AT TIME OF SALE AS A HORSE OF RACING AGE. WARRANTIES WITH RESPECT TO CERTAIN DEFECTS PERTAINING EXCLUSIVELY TO HORSES OF RACING AGE AS PROVIDED IN CONDITION NINTH BELOW SHALL NOT APPLY TO ANY HORSE DESCRIBED AT TIME OF SALE AS A BROODMARE, BROODMARE PROSPECT, STALLION OR STALLION PROSPECT. Any horse sold during its yearling year which is catalogued as a colt or horse and which does not have two testes palpable in their entirety below the external inguinal ring shall be subject to return to consignor as provided at CONDITION ELEVENTH below. There is no representation or warranty as to the size or function of testes. When one or both testes is or are not palpable in its or their entirety below the external inguinal ring such horse will be announced as a ridgeling. Ectopic testicles must be announced. Where both testes have been removed surgically such horse will be described as a gelding. Any horse which is described incorrectly at time of sale as to its gender or sexual classification shall be subject to return to consignor as provided at CONDITION ELEVENTH below.

NINTH **WARRANTIES AS TO SOUNDNESS:** UNLESS EXPRESSLY ANNOUNCED FROM THE AUCTION STAND, OR BY OFFICIAL PUBLICATION OF THE UNDERSIGNED OR AS HEREINAFTER PROVIDED, THERE IS NO WARRANTY OR GUARANTEE OF ANY KIND AS TO THE SOUNDNESS OR CONDITION OR OTHER QUALITY OF ANY HORSE SOLD IN THIS SALE. Horses with impaired vision or injury to the eye must so be announced. Cribbers must so be announced. Horses of racing age which are "Bleeders", or are nerved, or are currently on the Starter's, Stewards' or Veterinarian's list at a licensed race course must be so announced.

TENTH **WARRANTIES AS TO BROODMARES:** Each broodmare in this sale will be offered with veterinary certificate provided by consignor and acceptable to CTHS showing her to be 1) pregnant, in the opinion of the examining veterinarian, based on manual examination within ten days prior to date of sale or 2) not pregnant and suitable for mating in the opinion of the examining veterinarian, based on manual and speculum examination within 10 days prior to date of sale or 3) not as described at either 1) or 2) above, and therefore requiring a special announcement. Any buyer of a broodmare may have her examined within twenty-four hours after fall of the hammer, and prior to removal from the sales premises, by a veterinarian acceptable to CTHS. Any broodmare so examined whose pregnancy status or suitability for mating is found not to be as represented in the veterinarian's certificate provided by consignor, except any mare whose pregnancy status or suitability for mating has changed after fall of the hammer, may be returned to consignor as unsold and consignor shall pay the veterinarian's fees for examination. In the event of material difference in findings between the veterinarian's acting for consignor and buyer as to the pregnancy status or suitability for mating of any broodmare, a third veterinarian shall be designated by CTHS or by the consignor and buyer, acceptable to both consignor and buyer, who shall examine the mare to determine whether or not she may be returned under this CONDITION. Consignor and buyer shall be bound by the referee veterinarian's opinion, which shall be final and without recourse. His or her fee and any reasonable expenses of CTHS shall be paid by the party whose property the mare is determined to be.

ELEVENTH **RIGHT OF RETURN:** Any horse sold in this sale which has a condition that must be announced as provided for at CONDITIONS EIGHTH and NINTH above, and is not so announced, shall be subject to return to consignor with refund of purchase price and reimbursement for reasonable expenses for keep, maintenance and transportation of the horse from fall of the hammer, PROVIDED THAT WITHIN FORTY-EIGHT (48) HOURS AFTER DATE OF SALE CTHS RECEIVES WRITTEN NOTICE FROM THE BUYER AND A WRITTEN VETERINARY CERTIFICATE BASED ON EXAMINATION BY THE CERTIFYING VETERINARIAN, THAT SUCH A CONDITION EXISTS, AND THE SAME EXISTED AT TIME OF SALE, TIME BEING OF THE ESSENCE. ALL WARRANTIES TERMINATE FORTY-EIGHT HOURS FROM DATE OF SALE OR REMOVAL OF THE HORSE FROM THE SALES, WHICHEVER IS SOONER, AFTER WHICH BUYER SHALL HAVE NO RIGHT OF RETURN UNDER THIS CONDITION. In any case of return of the horse to the consignor in accordance with these CONDITIONS OF SALE, reasonable expenses for keep, maintenance and transportation of the horse, from fall of the hammer until return to the consignor shall be paid by the consignor.

TWELFTH **ENDOSCOPIC EXAMINATION:** The buyer of any horse in its yearling year shall be entitled within twenty-four (24) hours of its purchase and prior to the horse leaving the grounds of the Woodbine Sales Pavilion to conduct, through the buyer's veterinarian, an upper respiratory laryngoscopic evaluation (excluding the trachea). If the buyer's veterinarian is of the opinion that the horse has: 1) laryngeal hemiplegia (complete immobility or inability to fully abduct the cartilage), 2) Rostral displacement of the palatopharyngeal arch, 3) epiglottic entrapment, 3) permanent dorsal displacement of the soft palate, 5) severe arytenoids chondritis or chondroma, or 5) subepiglottic cyst(s), then the buyer shall so notify CTHS in writing within twenty-four (24) hours from the fall of the hammer on the horse in question

and shall, with such notice, provide CTHS with a copy of the buyer's veterinarian's report. CTHS shall, as soon as practical thereafter, notify the consignor. The consignor shall either accept the rescission of the sale or deliver to CTHS, a veterinarian's report contrary to that of the buyer's. Any controversy arising as a result of conflicting reports will be settled by arbitration pursuant to CONDITION FOURTEENTH and in so doing, the panel shall determine whether the horse has one or more of the condition set forth herein, and in such event, the sale shall be the buyer's sole and exclusive remedy. During the period of determining whether the sale shall be rescinded, the responsibility for and boarding of the horse shall be at the risk and cost of the party whose property the horse is determined to be. Boarding of the horse during this period shall be arranged by CTHS.

THIRTEENTH BREEDING CONTRACTS: Any contractual agreements between owners of broodmares in this sale and owners of stallions to which these mares have been bred do not follow the mares unless so announced at time of sale. The possible return to any stallion or possible refund of any stud fee does not go with any broodmare unless so announced at time of sale.

FOURTEENTH EXOGENOUS ANABOLIC STEROIDS IN YEARLINGS AND WEANLINGS: Limited Warranties: Consignor warrants that any weanling or yearling entered in this sale has not been administered any exogenous anabolic steroids ("EAS") within 45 days of the date of sale. However, in order for purchaser to take advantage of this limited warranty, Buyer must check the appropriate box on the Acknowledgment of Purchase for the horse at the time of purchase directing CTHS to take a blood sample. Buyer agrees to pay \$500 to CTHS to cover costs of the test, both direct costs and administrative expenses. CTHS will arrange for a blood sample to be taken by a veterinarian designated by CTHS prior to the horse leaving the Sales grounds, which sample shall be sent to a laboratory selected by CTHS for testing. Consignor hereby consents to a blood sample being taken. If the post-sale test reveals the presence of EAS at such level as is deemed by the testing laboratory to show that EAS have been administered to the horse within 45 days prior to sale of the horse ("Positive Test"), Buyer shall have the right to rescind the sale, which right must be exercised by Buyer giving written notice to CTHS within 24 hours of Buyer's receipt of the results indicating a Positive Test. If Buyer elects to rescind the sale, Consignor shall refund any sales proceeds paid to Consignor by CTHS and pay buyer or CTHS all proper expenses and legal fees incurred by either of them, including interest thereon at the rate of 24% per annum, from the time of sale until the return of the horse to the Consignor. Proper expenses include, but are not limited to, the \$500 testing fee, veterinarian charges, vanning, insurance and boarding. Buyer shall be required to exercise due care during the rescission period in maintaining and boarding the horse. In the event of a Positive Test, risk of loss shall remain with Buyer from the fall of the hammer until Consignor has been notified of Buyer's election to rescind the sale at which time risk of loss passes back to the prior owner. Buyer shall not cause the horse to be materially altered during the rescission period. CTHS will notify Consignor and Buyer of the test results as soon as is practical after receipt of the results from the testing laboratory which is anticipated to be within 14 days from date of sale. No other testing by purchaser shall be allowed to support any claim by purchaser concerning the presence of EAS. The test herein provided for shall be the sole acceptable evidence for any claims by Buyer for breach of the limited warranty provided in this FOURTEENTH CONDITION and rescission of the purchase. Neither Buyer nor Consignor shall have the right nor shall CTHS have any obligation to conduct testing of a split sample. CTHS's determination concerning whether there is a Positive Test, as long as same is supported by the testing laboratory selected by CTHS, shall be fully binding upon Consignor, Buyer and all other interested parties. If any party challenges CTHS's exercise of discretion, subject to proof of fraud or bad faith, such party shall be liable for all of CTHS's reasonable expenses, including, without limitation, its attorney's fees incurred in defending the challenge.

- FIFTEENTH CATALOGUE AND ANNOUNCEMENTS:** Horses catalogued in this sale are offered with their pedigrees, racing records, eligibility for incentive programs, engagements, breeding status, produce records, breeders of record, location where bred, and health and immunization records, as represented by consignor, and CTHS is not responsible for the accuracy of information provided. While certain information may have been procured by CTHS from third parties on behalf of consignor, it is nonetheless solely the responsibility of the consignor to verify the accuracy of such information and to notify CTHS of any corrections prior to sale. With respect to produce records of broodmares, the term "barren" shall be construed to mean that the mare was mated, was not found to have slipped, and failed to produce a foal. In case of error or omission, buyer shall seek redress only from consignor.
- SIXTEENTH ARBITRATION:** Any controversy arising out of a claim arising under CONDITIONS EIGHTH, NINTH, ELEVENTH and TWELFTH shall be settled by arbitration and shall be final and binding between the buyer and consignor pursuant to the following procedure: Upon CTHS' determination that a claim under such CONDITIONS OF SALE has been timely and properly presented by the buyer pursuant to these CONDITIONS OF SALE, and upon notice from CTHS, the buyer and the consignor shall each select a licensed veterinarian acceptable to CTHS. If such veterinarians fail to agree promptly as to the validity of the claim, they, or the buyer and the consignor involved in the controversy, shall agree upon a third licensed veterinarian. If such two veterinarians, or the buyer and the consignor, are unable to agree promptly upon the third veterinarian, CTHS shall appoint the third veterinarian. The third veterinarian's fee, expenses and costs shall be paid by the party whose property the horse is determined to be. The panel of three veterinarians shall conduct any tests, investigations or examinations which they deem necessary, and may, in their discretion, conduct a hearing by notifying CTHS to arrange for the hearing, and shall, by majority vote, determine the validity of the claim. CTHS shall determine the amount of reimbursement due to a buyer whose claim is found to be valid and may, in its sole discretion, conduct a hearing to aid in making such a determination, and such determination shall be incorporated in the award.
- SEVENTEENTH COLLATERAL AGREEMENTS:** CTHS shall not be bound by any oral or written agreement or alleged agreement varying from these CONDITIONS OF SALE between the buyer and the consignor unless agreed to by CTHS, and any controversy or claim between the buyer and the consignor arising under any such agreement shall be a matter for their resolution by settlement, litigation, arbitration or otherwise as they determine.
- EIGHTEENTH SEVERABILITY:** If any provision of these CONDITIONS OF SALE is to be held illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of these CONDITIONS OF SALE, and they shall be continued and enforced as if such illegal or invalid provision had never been inserted herein.
- NINETEENTH PAYMENT:** All sales are in Canadian currency and payment (including eligible taxes) must be remitted in Canadian currency unless specific written alternative arrangements have been agreed to in advance of the sale between the purchaser and CTHS. All currency conversion aids (visual or otherwise) provided by CTHS are purely provided as a matter of courtesy and CTHS should not be responsible for any errors that may occur in the use of such currency conversion aids.
- TWENTIETH PRIVACY:** All parties agree that, by virtue of being a party to this sale, the CTHS collects personal information about you. CTHS uses such personal information collected in order to i) establish and maintain all party statuses ii) perform marketing and advertising services; and iii) meet legal obligations.