

General Terms and Conditions

Welcome

By registering with Magic Horse Auction, you are bound by the terms and conditions of the auction, whether you have read them or not.

PLEASE READ THE COMPLETE CONDITIONS OF SALE BEFORE BIDDING. A copy of this contract will be emailed to you upon registration. Please keep a copy for your records. **You will be bound by these Conditions whether or not you have read them.**

1. AGREEMENT: a) I represent and agree that I am of legal age to form a binding contract. b) I (hereinafter, referred to as Buyer) agree to these terms and conditions, and affirm that all the information furnished is true and correct. c) Buyer agrees to be responsible for any purchase made or actions taken by an Agent authorized by me to act on my behalf, d) Buyer agrees that this registration to bid is not assignable without the express written approval of Magic Horse Auction. e) Buyer agrees to make any sale transaction for this entry through Magic Horse Auction.). Buyer agrees that if they have the winning, final bid, or accepted bid in auction, the Buyer has entered into a binding agreement to purchase the horse.

2. BUYER'S RESPONSIBILITY: By placing a bid in this auction Buyer is indicating they have examined or researched a horse to their satisfaction. Prior to Bidding, Buyers may a) ask Seller for additional information, b) make an appointment with Seller to examine the horse at Seller's property, c) arrange with Seller to have a veterinarian perform an independent pre-purchase examination, or d) hire an agent or equine professional to inspect and evaluate the horse.

3. SELLERS RESPONSIBILITY: By consigning a horse to Magic Horse Auction seller is indicating that their representation of the horse is honest and accurate to the best of their knowledge and agree that all guarantees are between buyer and seller. Seller agrees that the horse is NOT available for private sale once they have submitted the Auction Submission Form to Magic Horse Auction and can only be purchased by bidding on magichorseauction.com or by using the Buy It Now option (if available). Seller has the option to add a Buy It Now option to the horse at any time during the first week of the auction as long as there have been no bids placed. Once a bid has been placed, adding a Buy It Now is no longer an option and the horse can only be purchased through bidding on magichorseauction.com

4. REPRESENTATION OF HORSE: Seller is responsible for the correct representation of horse(s) they list, including the description, disclosure form, horse information, riding and training, as well as in communication with potential or eventual buyers. Some representations on disposition and handling are the opinion of the Seller and given only as an indication of the horse's capability. Buyer should inspect, examine and research horse to their satisfaction. Potential buyers (at their expense) have the option to have a veterinary examination performed on any horse prior to the close of bidding. Sellers permission must be obtained prior to any such examination. **BUYERS CANNOT HAVE WHAT IS KNOWN AS A COMPLETE PRE-SALE VETERINARY EXAMINATION OF ANY HORSE AFTER PURCHASE.** Seller is responsible for disclosing the following conditions, which must be stated in the online description, if this entry is a cribber, weaver, is unsound of eyes or wind, has a parrot mouth, is a cryptorchid or ridgling, has had major surgery or a serious illness, has been nerved or has a lameness due to navicular disorder, ringbone, osteoarthritis, founder prior to the sale or other bone abnormality or neurological disorder. Seller is solely responsible for the accuracy of all information that appears in the online sale

representation. Buyer agrees to hold Magic Horse Auction harmless from any claims arising out of any such inaccuracies or omissions.

5. NO IMPLIED WARRANTIES: There is no warranty expressed or implied by the sales company, sponsors, or Seller, as to the performing soundness, merchantability or fitness for any particular purpose of any horse offered on this site, other than those made specifically by the Seller. **ALL HORSES ARE SOLD "AS IS" WITH ALL EXISTING CONDITIONS AND DEFECTS. RESPONSIBILITY FOR THE REPRESENTATION OF THE HORSE LIES BETWEEN THE SELLER AND THE BUYER.**

6. TRANSPORTATION FROM SELLER TO BUYER: Buyer is responsible for cost and arrangements for transportation of horse from Seller to Buyer. Soon after purchase Buyer will contact Seller directly to schedule removal of horse.

7. RELEASE OF HORSE TO BUYER: Seller shall not release a horse to a Buyer until Buyer has made full payment for the horse and funds have been verified by Magic Horse Auction. As agents, Magic Horse Auction reserves the right to hold funds until the horse is picked up by buyers transport of choice.

8. RISK AND RESPONSIBILITY FOR HORSE: Buyer assumes all risk, responsibility and expense for the horse at the conclusion of the auction. Seller agrees to provide basic board and care for up to 5 days at no additional charge. Beyond 5 days, Buyer will be responsible to pay for board, at a reasonable cost determined by Seller, plus any other expenses that may be required to maintain the horse until Buyer takes possession or has the horse picked up from the seller. Magic Horse Auction recommends the buyer obtain Full Mortality Insurance on horses immediately after purchase, however, this decision and risk rest solely with the buyer.

9. BIDDING: Bidding will close at a specific time and date, which is listed on the Magic Horse Auction website. If a horse is listed with a BUY IT NOW price it can be purchased at that price. OR, a bidder can place a bid. There will be a one time credit card charge of \$5.00 at the time of initial bid or Buy It Now activation. **Please note that there is a 3% Buyers Premium on ALL SALES.**

10. OWNERS RIGHT TO BID – In any auction being conducted “with reserve” meaning the right to bid is reserved by the owner. To protect the desired sale price for the horse. Magic Horse Auction reserves the right to bid on the behalf of the owner up to the amount of the reserve bid. If the owner or its representative makes the final bid equal to or greater than the reserve, owner will pay the 10% commission due.

11. SELLING OPTION: Each horse is listed to sell at or above a Minimum Starting Bid and may or may not have a reserve. The first person to select BUY IT NOW, and complete payment for the horse in full at the listed BIN price will be the buyer.

12. PAYMENT BY BUYER - Once bidding is closed, payment in full must be made within 48 hours of the conclusion of the auction. In the event of a bank holiday falling within this 48 hr window, a 24 hr extension will be added. Please note that there is a 3% Buyers Premium on ALL SALES. Pay MAGIC HORSE AUCTION in all cases. Payment may be made in the form of bank wire transfer, credit card (there is a 3% convenience fee when paying via credit card) or cashier's check. Cashiers checks must be made out to 4PS HORSES. In no case may any part of the purchase price be paid directly to the Seller by the Buyer, as such payment shall not be valid or entitle the buyer to obtain the horse. A charge of \$50.00 will be made on any check that is returned. Buyer agrees not to stop payment on check for any reason. All checks MUST BE OVERNIGHTED VIA FEDEX. No exceptions. DO NOT SEND CHECKS VIA US POSTAL SERVICE. Doing so could result in termination of the sale and the horse being offered to the next bidder.

13. PAYMENT TO SELLER – Once funds are secured by Magic Horse Auction, all agreed upon commission and fees will be deducted from the purchase price paid by the Buyer and a check will be issued and mailed out to the seller no more than 10 days from the conclusion of the auction.

14. DEFAULT ON PURCHASE - If any person shall purchase a horse and not pay for it as prescribed above, Magic Horse Auction. or consignor shall have the right to resell the horse or at their option bring legal action in which event buyer agrees to pay all cost of such suit together with reasonable attorney fees as fixed by the court. In the event of resale the defaulting buyer agrees to pay all costs of resale and price deficiency, if any. Interest of 1-1/2% per month will be charged on the unpaid balance of any account not paid for as set forth in these conditions. **Defaulting on a purchase will result in a \$1000 breach of contract charge to the defaulting buyers credit card on file.**

15. COGGINS REPORT: Seller must provide a copy of a Negative Coggins report drawn within 11 (eleven) months of the start date of the auction.

16. HEALTH CERTIFICATES: Buyer will be responsible for obtaining the Interstate Health Certificate for transportation.

17. NO GUARANTEE OF SERVICE: Magic Horse Auction does not guarantee or covenant that the Auction site or any related services will meet Buyer's requirements or be uninterrupted or error-free. Magic Horse Auction does not guarantee real-time performance of any service or that it will execute all online or absentee bids.

18. WITHHOLDING FUNDS: Buyer agrees that Magic Horse Auction shall not be required to remit to Seller or Buyer, the net proceeds of the sale of any listing which is the subject of a dispute or claim by the buyer, for misrepresentation, fraud or breach of warranty, until such dispute or claim is resolved and the proceeds of the sale have been received by Magic Horse Auction. The responsibility to resolve such a claim lies between the Seller and the Buyer. Notwithstanding any other provision hereof, should a dispute arise between the Seller and the Buyer, Magic Horse Auction may retain its fees and costs and may hold in escrow the balance of any proceeds of sale in its possession, pending a resolution of the dispute. Any and all legal fees and costs incurred by Magic Horse Auction may be deducted by Magic Horse Auction from the net proceeds of sale still in their possession. Otherwise, the Seller and Buyer shall be jointly and severally liable for the same upon demand.

19. INDEMNITY: Buyer releases Magic Horse Auction, Sale Managers, Auctioneers, employees and its representatives, from any and all responsibilities, liabilities, obligations, claims, lawsuits, or legal proceedings arising from the sale of this listing. If legal action is initiated against Magic Horse Auction involving this listing, the Seller agrees to fully indemnify Magic Horse Auction from such suit, including legal fees and costs incurred by Magic Horse Auction. Seller agrees that Magic Horse Auction may publish sale results including information concerning this sale transaction.

20. LIMITS OF LIABILITY: Magic Horse Auction shall not be liable for lost profits or any incidental, special or consequential damages whatsoever arising out of or in connection with any sale or transaction. In NO event will the total liability of Magic Horse Auction from all damages, losses, and causes of action resulting from Seller's use of the Magic Horse Auction website or service exceed the largest amount of funds held for your benefit.

21. ADDITIONAL TERMS AND CONDITIONS: The Terms and Conditions for the use of Magic Horse Auction Conditions Of Sale for buyers as stated on the auction web site, are hereby incorporated by reference and made part hereof as though fully set forth herein.

22. INTERFERENCE: Seller agrees not to use any device, software or routine to interfere with or attempt to interfere with the functioning of this online auction.

23. PRIVACY POLICY - By registering as a bidder for this auction, Buyer agrees to the use of Buyer's information by Magic Horse Auction. Buyer's information will be used by Magic Horse Auction to contact Buyer and for record keeping. Magic Horse Auction will not sell or give Buyer's information to any entity, except for sponsor or company that provides special services to Buyer. In the future we may use email lists to contact Buyers. We may do custom email promotions for customers, advertisers or organizations.

24. SEVERABILITY - If any provision or portion of a provision of this agreement is held to be invalid or unenforceable for any reason, such provision or portion of a provision shall be struck and the remaining provisions shall be enforced.

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