

ADDENDUM TO GOFFS CONDITIONS OF SALE, ORBY & SPORTSMAN'S SALES 2019

BISPHOSPHONATES

- 5.5.1 This Condition stands alone and is separate and distinct from Conditions 5.1.1 to 5.1.8 and applies to any yearling offered for sale at either the Goffs Orby Sale or the Goffs Sportsman's Sale
- 5.5.2 A Purchaser may instruct a Veterinary Surgeon to take a blood and/or urine sample from a Lot, no later than 5.00 pm on the second calendar day after the Lot was purchased, to be tested for the presence of bisphosphonates.
- 5.5.3 Where a Lot is not so described, the Lot shall be returnable to the Vendor if the Lot is found to be positive for bisphosphonates.
- 5.5.4 Any Purchaser wishing to invoke this Condition must do so by informing Goffs in writing (as per Condition 16) **by 5.00 pm on the fourteenth calendar day after the Lot was purchased** giving specific details of their complaint, supported by a certificate signed by an independent qualified veterinary surgeon and/or a recognised research laboratory.
- 5.5.5 The Lot shall be returnable to the Vendor, who may request that a further blood and/or urine sample taken from the said Lot, and tested for bisphosphonates. Goffs decision shall be final and binding on both Vendor and Purchaser and Goffs shall not be responsible for any loss or expense incurred by any party arising out of its decision.
- 5.5.6 All expenses and charges incurred by such adjudication shall be paid by the Party found to be in error.
- 5.5.7 For the avoidance of doubt risk remains with the Purchaser throughout any complaint and only passes back to the Vendor when both parties are notified of Goffs decision to cancel the sale (if appropriate).
- 5.5.8 If any Lot has been removed from Ireland or the United Kingdom prior to the Purchaser making a complaint, it will be the Purchaser's responsibility to transport the lot at their cost within five days to a referee in Ireland, the United Kingdom or France as appointed by Goffs
- 5.5.9 Where a Purchaser elects to return a Lot in accordance with this Condition Goffs shall notify both parties that the contract of sale is cancelled and the Lot will be at the Vendor's risk from such time that he is notified. The Vendor must arrange for the Lot to be collected, and pay for any such transport, and any other reasonable costs incurred by the Purchaser in connection with this Lot, subject to Condition 5.3.8.