

## Conditions of Sale GOFFS LIVE ONLINE SALE (updated November 2020)

These Conditions have been specifically modified for the AUTUMN YEARLING SALE sale held on 17<sup>th</sup>/18<sup>th</sup> November 2020. They vary from the standard Goffs Conditions of Sale and take precedence over any previously issued Conditions of Sale. A Goffs Live Online Sale is held subject to the Conditions of Sale set out below. All potential Vendors and Purchasers are advised to read carefully these Conditions.

### 1 DEFINITIONS

- 1.1 **Affiliate** means any person that Controls Goffs, is controlled by Goffs or is under common Control with Goffs.
- 1.2 **Associated Company** means Robert J. Goff & Co Plc, a subsidiary of Robert J Goff & Co Plc or a holding company of Robert J Goff & Co Plc or any other subsidiary of that holding company or an Affiliate, but specifically, without limitation of the foregoing, Goffs Country Property Consultants Limited, Goffs UK Limited and Goffs Bloodstock Sales Limited
- 1.3 **Catalogue** means the catalogue in which these terms and conditions are contained. The word Catalogue also includes any supplement to it issued by Goffs from time to time.
- 1.4 **Control** means, in relation to any person, the beneficial ownership of any of the issued share capital of, or the legal power to direct or cause the direction of the general management of the person in question or its holding company or parent company
- 1.5 **Debtor** means any Vendor, Purchaser or New Purchaser (as appropriate) with any liability to Goffs.
- 1.6 **Goffs** means Robert J. Goff & Co. plc and/or Goffs UK Limited and/or Goffs Bloodstock Sales Limited
- 1.7 **Lot** means the horse which is to be sold and which has a Lot number in the Catalogue
- 1.8 **Owner** means the person, partnership, syndicate or corporation named on the Entry Form as the owner of the Lot.
- 1.9 **Prohibited Substances** means any anabolic steroid and/or bisphosphonate and/or any corticosteroid and/or clenbuterol and/or any non-steroidal anti-inflammatory drugs or their metabolites
  - (a) Anabolic Steroid means an anabolic androgenic steroid, or a metabolite, an isomer, an isomer of the metabolite or a pro-drug of the substance.
- 1.10 **Purchaser** means the highest bidder to whom a Lot is knocked down by Goffs or who purchases the Lot privately following the sale.
- 1.11 **Purchase Price** (as regards the Purchaser) is the price in Euro at which the Lot was knocked down by Goffs in the ring or the price at which it is sold privately plus V.A.T. and commission
- 1.12 **Sale** means the sale by auction conducted by Goffs.

1.13 **Sale Price** (as regards the Vendor) means the price in Euro at which the Lot was knocked down by Goffs or the price at which it is sold privately, subject to deductions for commission, entry fee and any other charges which may apply.

1.14 **The Panel** means one or more Veterinary Surgeons appointed by Goffs.

1.15 **Vendor** means the person, partnership or corporation named on the Entry Form as the Owner of the Lot, or, if no Owner is named on the Entry Form, the person who entered the Lot for sale. If the Vendor is not the Owner of the Lot or the legal owner(s) of the Lot, the Vendor shall be deemed at all times and for all purposes to be the servant or agent of the Owner and/or the legal owner(s).

1.16 In these Conditions:-

1.19.1 The singular includes the plural and vice versa;

1.19.2 References to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);

## **2 THE SALE**

### **2.1 COMMISSION AND FEES**

2.1.1 An entry fee is payable to Goffs at the time of entry by the Vendor for each Lot. The fee is non-refundable.

2.1.2 The Vendor will pay commission to Goffs equal to 1.5% of the Sale Price (subject to a minimum of €100).

2.1.3 The Purchaser will pay commission to Goffs equal to 6% of the Purchase Price.

2.1.4 Goffs reserve the right to charge full commission of 7.5% from the Vendor in respect of any cancelled sale.

2.1.5 Goffs reserve the right to charge full commission of 7.5% from the Vendor in respect of any Lot sold between the date of publication of the Catalogue and seven calendar days following the last day of the sale

2.1.6 When a Lot is unsold the Vendor will pay to Goffs 2.5% of the reserve price if the reserve price exceeds €20,000.

2.1.7 All fees and commissions are subject to VAT at the appropriate rate.

### **2.2 BIDDING**

2.2.1 Any bidder must register as a user of Goffs Online in advance of each sale. Subject to approval by Goffs, the bidder will be issued with an agreed bid limit by Goffs and a log-in number to access the online bidding facility.

- 2.2.2 The auction shall be conducted in Euro. Subject to the discretion of the auctioneer, no bid shall advance less than €200 up to €5,000; €500 up to €20,000; €1,000 up to €50,000; €2,000 up to €100,000; €5,000 up to €500,000; €10,000 up to €1,000,000; €50,000 thereafter.
- 2.2.3 Once you place a bid, it cannot be withdrawn.
- 2.2.4 If any dispute arise between two or more bidders, or between Goffs and any bidder, Goffs' decision shall be binding on all parties. At Goffs' discretion the Lot in dispute may be put up again for auction and resold, subject to the reserve price in accordance with 3.1 below

### **3. VENDORS**

- 3.1 Vendors are subject to entry fees and commission as outlined in Condition 2.1. All Lots are subject to a reserve price which Goffs must have received in writing from the Owner, the Vendor or his agent at the time of entry. This may be altered, in writing, by 12.00 pm on the day prior to the start of the sale. If no instruction is received in writing from the Owner, the Vendor or his agent, the Lot will be offered without reserve.
- 3.2 Each Vendor undertakes that a Lot entered for sale by Goffs shall not be sold before the Sale.
- 3.3 Goffs will endeavour to have all Catalogue information correctly stated, but the Vendor is responsible for the accuracy of its content and the correction of any error or omission. Goffs shall not be liable for any statements made concerning a Lot. Catalogue descriptions, pedigrees or performances are prepared for them by Weatherbys Ltd. as a service to Goffs who are acting in their capacity as agent for the Vendor, and the content or accuracy of any representation or statement are solely made by the Vendor in relation to any Lot. Neither Weatherbys Ltd. nor Goffs accept any liability for any loss resulting from any errors or omissions contained in the catalogue detail.
- 3.4 The Vendor undertakes to ensure that all Lots are correctly micro-chipped and that all Lots from yearlings (after July 1<sup>st</sup> upwards) have up to date vaccinations in accordance with the Vendors' Sales Requirements. The Vendor undertakes to bear the cost of micro-chipping or vaccinations if any Lot is found not to be correctly microchipped by the conclusion of the Sale.
- 3.5 The Vendor undertakes to upload a copy of the passport of each Lot to show the Lot's information, markings and vaccinations. It will be the sole responsibility of the Vendor to ensure that any Lot's paperwork is in order and the Vendor will bear the cost of any outstanding paperwork whilst Goffs will not pay the sales proceeds to the Vendor until the appropriate documentation has been delivered to the Purchaser.
- 3.6 The Vendor undertakes to upload conformation video footage of each Lot, in accordance with the requirements described by Goffs.
- 3.7 The Vendor undertakes to upload a Veterinary Certificate, dated less than 14 days prior to the sale, for each Lot, no later than 5 days prior to the start of the Sale (as per Condition 4.1 below). Where appropriate this should be accompanied by a Pre-Sale Veterinary Certificate of Pregnancy or a Pre-Sale Veterinary Certificate of Suitability for Breeding.
- 3.8 The Vendor undertakes to provide Goffs with the location of each Lot and the contact details for inspection, post-sale re-examination (per Condition 4.1) and post-sale collection (per Condition 9.1). These details will be made available on the Goffs website.

- 3.8 The Vendor undertakes to declare any Conditions outlined in Condition 12 below which could otherwise result in the cancellation of the Sale by the Purchaser.
- 3.9 A Vendor or any one person on his behalf may bid for any Lot owned by such Vendor. Where a Lot is stated to be “the Property of a Partnership” or “to Dissolve a Partnership” any partner, syndicate member, co-Owner or other person interested may bid on his own behalf either personally or through an agent.
- 3.10 Goffs will issue the Vendor a confirmation of sale, allowing the Vendor to release the horse to the Purchaser from the premises where it has been stabled.
- 3.11 Upon receipt of a single written application from the Vendor, Goffs will pay to the Vendor the Sale Price of each Lot sold not earlier than 35 days after the last day of Sale or on such date as agreed between the Vendor and Goffs. Goffs are not under any obligation to place the sale proceeds on deposit prior to the Vendor’s Application for Payment. Unless otherwise instructed by the Vendor, Goffs will issue payment to the Vendor by way of cheque posted by ordinary post to the address provided by the Vendor on the Application for Payment. Payment to the Vendor in this manner will be deemed to have been made at the time of posting of the cheque by Goffs and all payments are sent at the risk of the Vendor and Goffs will incur no liability to any party as a result of the non-delivery of the cheque to the Vendor.
- 3.12 In the case of any Lot where a dispute has arisen between the Vendor, the Owner , the Purchaser and/or any third party making any claim in relation to the Lot, or where there are competing claims for payment, Goffs may refuse to make payment to the Vendor pending resolution of the dispute. In exercising this right, Goffs will incur no liability to any party, and no interest shall be payable by Goffs on any sale proceeds retained.
- 3.13 When the Owner of a Lot is a partnership or a syndicate and one or more member(s) of that partnership or syndicate is the Purchaser, Goffs reserve the right to withhold payment on that Lot until the Purchase Price has been received in full from the Purchaser.
- 3.14 The Vendor shall indemnify Goffs in respect of any loss, or liability suffered or costs disbursements or expenses incurred bona fide by Goffs by reason of bringing or defending any proceedings which arise directly or indirectly from any breach of these Conditions of Sale by the Vendor or in relation to the sale of the Lot.

#### **4. BASIS OF SALE**

- 4.1 There is no term implied that any Lot is of merchantable quality or is fit for training or any particular purpose. Any term, condition or warranty that might be incorporated into or apply to these Conditions of Sale are excluded to the maximum extent permissible by applicable law. It is the responsibility of the Purchaser to ensure that he is satisfied with the condition of any Lot before bidding. Additionally, a Purchaser must make his own enquiries and exercise his own judgement as to the value of a Lot

Lots will be offered for sale in one of the following ways:

- (a) **With a Veterinary Certificate (subject to post-sale Re-Examination)** and dated not earlier than 14 days prior to the Sale, which should be uploaded to Goffs by the Vendor no later than 5 days prior to the start of the Sale. If required by the Purchaser, a Lot shall be subject to a re-examination by 5.00 pm on the second

calendar day following the Sale, **specifically for a clinical examination only and wind testing (as per 4.2 below)** at the Vendor's premises, by a veterinary surgeon appointed by the Purchaser, providing the Purchaser has notified Goffs within 24 hours of purchase that a re-examination is required. Failure to request a re-examination under this Condition will prevent the Purchaser seeking cancellation of the sale. In the event of a difference of opinion between the Purchaser's Veterinary Surgeon and the Veterinary Certificate, Goffs may have the Lot examined by The Panel and where the opinion of The Panel does not agree with the opinion of the Purchaser's Veterinary Surgeon as expressed in his certificate furnished, then the opinion of The Panel shall prevail and shall be final and binding on the parties.

- (b) **With a Veterinary Certificate of Pregnancy (subject to post-sale Re-Examination)** and dated not earlier than 14 days prior to the Sale, which must be uploaded to Goffs by the Vendor no later than 5 days prior to the start of the Sale. If required by the Purchaser, a Lot shall be subject to re-examination by 5.00 pm on the second calendar day following the Sale, at the Vendor's premises, by a veterinary surgeon appointed by the Purchaser, providing the Purchaser has notified the Sales Office within 24 hours of purchase that a re-examination is required. Failure to request a re-examination under this Condition will prevent the Purchaser seeking cancellation of the sale. **Any Lot offered with a Veterinary Certificate of Pregnancy must also be offered with a Veterinary Certificate, as per Condition 4.1.a.** In the event of a difference of opinion between the Purchaser's Veterinary Surgeon and the Veterinary Certificate (s), the Sale may be cancelled at the discretion of the Purchaser, provided notice of cancellation is made by the Purchaser to Goffs no later than 24 hours after the Purchaser's Veterinary Surgeon has completed his examination of the Lot.
- (c) **With a Veterinary Certificate of Suitability for Breeding (subject to post-sale Re-Examination)** and dated not earlier than 14 days prior to the Sale, which must be uploaded to Goffs by the Vendor no later than 5 days prior to the start of the Sale. If required by the Purchaser, a Lot shall be subject to re-examination by 5.00 pm on the second calendar day following the Sale, at the Vendor's premises, by a veterinary surgeon appointed by the Purchaser, providing the Purchaser has notified the Sales Office within 24 hours of purchase that a re-examination is required. Failure to request a re-examination under this Condition will prevent the Purchaser seeking cancellation of the sale. **Any Lot offered with a Veterinary Certificate of Suitability for Breeding must also be offered with a Veterinary Certificate, as per Condition 4.1.a.** In the event of a difference of opinion between the Purchaser's Veterinary Surgeon and the Veterinary Certificate(s), the Sale may be cancelled at the discretion of the Purchaser, provided notice of cancellation is made by the Purchaser to Goffs no later than 24 hours after the Purchaser's Veterinary Surgeon has completed his examination of the Lot.
- (d) If a Veterinary Surgeon appointed by the Purchaser is prevented by the Vendor from examining a Lot in accordance with Conditions 4.1.a, 4.1.b and 4.1.c above, the Sale may be cancelled at the request of the Purchaser.

## 4.2. RE- EXAMINATION PROCEDURE

4.2.1 Any Lot which is a two-year-old or older, (other than a filly sold with a breeding certificate only, or a broodmare or a stallion), which is a Whistler and/or a Roarer, (being a horse which makes an abnormal inspiratory sound when actively lunged) and in addition has Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy) and is not so described, is returnable subject to compliance with Condition 4.1 (a)

4.2.2 Any Lot described as a yearling (after 1st July of its yearling year) which is or has any of the following

- (a) A Whistler and/or a Roarer (being a horse which makes an abnormal inspiratory sound when actively lunged) and in addition has Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy); or
- (b) Rostral displacement of the palatopharyngeal arch; or
- (c) Epiglottic entrapment; or
- (d) Chondroma or significant arytenoid chondritis; or
- (e) Subepiglottic cyst(s); or
- (f) Cleft palate

and is not so described, is returnable, in accordance with Condition 4.2.3

Whether a Lot is or has any of the conditions set out in Condition 4.2.1 or 4.2.2 will be decided by The Panel whose decision shall be final and binding on the Vendor and Purchaser.

4.2.3 The appropriate re-examination fee arising from any re-examination by The Panel shall be paid to Goffs by the Purchaser.

4.2.4 Goffs in no way accept responsibility for the findings of The Panel carrying out the re-examination.

## 5.1 PROHIBITED SUBSTANCES

5.1.1 This Condition stands alone and applies to all Lots from yearlings (after 1<sup>st</sup> July) upwards with the exception of mares that have previously been covered by a stallion.

5.1.2 A Purchaser may instruct a veterinary surgeon to take a blood sample from a Lot, no later than 5.00 pm on the second calendar day after the Lot was purchased, to be tested for Prohibited Substances.

5.1.3 Where a blood sample is found to contain Prohibited Substances other than those described on the Pre-Sale Veterinary Certificate, the Purchaser must inform Goffs in writing **by 5.00 pm on the tenth 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.

5.1.4 If the Purchaser elects to return the Lot to the Vendor, the Vendor may agree to cancel the sale or may request Goffs to have the Lot tested by an appointee of Goffs. Where the opinion of the Goffs appointee does not agree with the opinion of the Purchaser's veterinary surgeon, as expressed in his certificate furnished, then the decision of Goffs shall prevail and shall be final and binding on the parties.

- 5.1.5 All expenses and charges incurred by such adjudication shall be paid by the Party found to be in error.
- 5.1.6 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).
- 5.1.7 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.
- 5.1.8 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 5.1.7
- 5.1.9 If the Veterinary surgeon appointed by the Purchaser is unable to take a sample of blood from the Lot (notwithstanding that he has used such reasonable endeavours as are commensurate with the circumstances) the sale may be cancelled at the Purchaser's discretion.

## **5.2 PIROPLASMOSIS**

- 5.2.1 This Condition stands alone and is separate and distinct from Condition 4 and applies to any Lot described as a yearling (after 1st July of its yearling year) or older.
- 5.2.2 A Purchaser may instruct a Veterinary Surgeon to take a blood sample from a Lot, no later than 5.00 pm on the second calendar day after the Lot was purchased, to be tested in accordance with the Elisa Test and/or the Piro IFAT test.
- 5.2.3 Where a Lot is not so described, the Lot shall be returnable to the Vendor if the Lot is found to be positive for Piroplasmosis. (For the avoidance of doubt, any sample not found to be negative shall be deemed to be positive).
- 5.2.4 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 tenth 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.
- 5.2.5 The Lot shall be returnable to the Vendor if a further blood sample taken from the said Lot, and tested contains the specified levels of either Theileria equi or Babesia caballi. 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.
- 5.2.6 All expenses and charges incurred by such adjudication shall be paid by the Party found to be in error.
- 5.2.7 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).

- 5.2.8 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.
- 5.2.9 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 5.3.7.
- 5.2.10 If a blood sample cannot be taken from the said Lot (notwithstanding that the Veterinary Surgeon has used such reasonable endeavours as are commensurate with the circumstances) the Sale may be cancelled at the Purchaser's discretion.

### **5.3 FURTHER SAMPLING**

- 5.3.1 Nobody may remove a sample of hair, blood or any other testable material from any Lot without specific permission from the Vendor. No sample of hair, blood, urine or other testable material from any Lot, other than as described in Conditions 5.1 to 5.2, shall be used as reason for the return of any Lot.

### **6. ENGAGEMENTS**

- 6.1 A Lot is sold with engagements as announced at the time of Sale. Goffs however, accept no responsibility for engagements given or omitted. It will be the sole responsibility of the Vendor to ensure that the relevant documentation is completed and lodged with the Authority in question, but of the Purchaser to cancel any race entry if a forfeit applies.
- 6.2 Goffs do not warrant that a Lot is eligible for participation in any breeders' scheme whether European or American.

### **7. PRIVATE SALES**

- 7.1 Any sale concluded between a Purchaser and a Vendor within seven calendar days after the conclusion of the Sale at which the Lot was unsold shall be subject to the Conditions of Sale. Such transactions must be finalised in writing by the Vendor, the Purchaser and an authorised representative of Goffs. The terms of Condition 9 below will apply to the Purchaser.

### **8. PASSING OF RISK AND TITLE**

- 8.1 The Lot will be at the Vendor's risk at all times until it leaves the premises of the Vendor in accordance with Condition 3.10 and Condition 9.3, when the risk shall pass to the Purchaser.
- 8.2 Any Lot sold subject to Re-examination under the terms of Condition 4.1(a), 4.1(b) and 4.1(c) above shall be at the Vendor's risk until the completion of the re-examination.
- 8.3 Any Lot tested for Prohibited Substances and/or Piroplasmiasis under the terms of Condition 5 above shall remain at the Vendor's risk from the fall of the hammer until the sample has been taken.



- 8.4 Notwithstanding the passing of risk in this Condition or delivery of the Lot to the Purchaser, the Vendor shall retain title to the Lot until the full purchase price has been paid to Goffs.
- 8.5 Where Goffs have paid out the Vendor in accordance with 3.11 above, title of the Lot will vest in Goffs on the same terms as 8.4 above.

## **9. PURCHASERS**

- 9.1 Goffs will issue the Purchaser a confirmation of purchase, allowing the Purchaser to remove the horse from the premises where it has been stabled. In addition to Condition 8.1, the Purchaser shall take delivery of the Lot within four days of receiving the confirmation of purchase.
- 9.2 Subject to Condition 9.6, payment must be made in Euro by the Purchaser for each Lot on the day of the Sale. Prior to the Sale Goffs may agree to other payment terms at their discretion and may allow the Purchaser to remove the Lot before full payment has been received. In the event that payment is not received under the agreed terms, Goffs will endeavour to collect the debt by whatever means are deemed appropriate
- 9.3 The Purchaser must take possession of the Lot by 5.00 p.m. on the fourth calendar day following the Sale. If the Purchaser has not taken possession of the Lot by 5.00 p.m. on the fourth calendar day following the Sale, the Vendor may charge an amount not exceeding €70 per day for each day, or part thereof, of subsequent delay.
- 9.4 If a Purchaser has paid for a Lot, and has not taken possession of a Lot by 5.00 p.m. on the fifth calendar day following the Sale, Goffs reserve the right to cancel the sale and pay to the Vendor any monies due to the Vendor for the Lot, provided that payment has been received for the Lot by the Purchaser.
- 9.5 No Lot will be raced until it has been paid for in full.
- 9.6 Where a Purchaser bids or buys on behalf of another, the Purchaser must disclose the name and address of his principal when required by Goffs and both the Purchaser and his principal shall be jointly and severally liable under these Conditions.
- 9.7 Where the Purchaser notifies Goffs after the Sale that a Lot has been bought on behalf of another and asks Goffs to invoice that person (“the Nominee”), Goffs (at its absolute discretion) may agree to do so, on the basis that the Purchaser and the Nominee will be jointly and severally liable to pay the Purchase Price. The Purchaser’s payment obligations in respect of the relevant Lot will only be discharged in the event that the Nominee has paid the whole of the Purchase Price. However, where the Nominee pays part of the sum due but the remainder is unpaid, Goffs’ claim shall be limited to the unpaid sum.

## **10. GOFFS RIGHTS/ EXCLUSIONS AND LIMITATIONS**

- 10.1 Goffs, as Agents for the Vendor, reserve the following rights, viz:
- (a) To refuse the registration of any bidder, without giving any reason.
  - (b) To bid by themselves for any Lot.
  - (c) To withdraw the Lot from sale at any time

- 10.2 Goffs do not make any representation whatsoever express or implied as to the identity of the Owner or Owners of any Lot at the time of entry, time of sale or at any other time. In the event of any dispute the Purchaser's remedy, if any, shall be against the Vendor and the Vendor's remedy shall be against the Purchaser, and not against Goffs who act as Agents between Vendor and Purchaser and shall not be liable as a Party in any action or dispute between them.
- 10.3 Goffs reserve the right to charge interest on unpaid accounts at 1.5% per month or part thereof on all accounts which are unpaid 21 days after the date of the Sale.
- 10.4 If for any reason a Lot is purchased and not paid for as hereinbefore provided (notwithstanding if the risk has passed to the Purchaser) then the following provisions shall take effect until payment is received:
- (a) Goffs shall be entitled to retain the Lot, and shall have a lien over the Lot and all documents relating to it for all expenses, including freight, incurred by them or any agent of Goffs during such period of retention. Such lien may be exercised in respect of any other sum due by the Purchaser to Goffs. Goffs shall also be entitled to exercise the said lien over any documents in their possession relating to any other Lot or Lots owned by the Purchaser. A Lot shall not be delivered to the Purchaser until the expenses referred to above have been paid, in addition to the Purchase Price.
  - (b) Goffs shall be entitled to repossess the Lot from anyone in possession of it.
  - (c) Should the Purchaser fail to pay for a Lot then such Lot may at any time be resold by public auction, online auction or private treaty, and the deficiency (if any) resulting from such resale shall immediately be made good by the defaulting Purchaser.
  - (d) Nothing in these Conditions shall preclude Goffs and/or the Vendor of a Lot from pursuing all legal remedies available to them for the recovering of the Purchase Price from a defaulting Purchaser and all expenses and damages and commission lost resulting from such default.
- 10.5 Goffs may at any time, without notice, set off any liability of a Debtor (including but not limited to the outstanding purchase price of any Lot) against any liability of Goffs to the Debtor (whether any such liability is present or future, actual or contingent, liquidated or unliquidated and irrespective of the currency of its denomination) and Goffs may for such purpose convert or exchange any currency.
- 10.6 Any exercise by Goffs of its rights under Condition 10.5 shall be without prejudice to any other rights or remedies available to Goffs under these Conditions or otherwise.

## **11 COMPLAINTS PROCEDURE**

The Complaints Procedure applies only in the circumstances set out in Condition 12 below. For the avoidance of doubt, the clinical examinations in Condition 4 above do not apply to this Condition 11

- 11.1 A Purchaser wishing to invoke this Condition must do so by informing Goffs in writing (as per Condition 16) **by 5.00 pm on the seventh calendar day after the Lot was purchased** (third calendar day in the case of Conditions 12.1.5 & 12.1.6) giving specific details of their complaint, supported by a certificate signed by an independent qualified veterinary surgeon.
- 11.2 The complaint shall be dealt with by Goffs, or their appointee, which may be a veterinary surgeon deemed appropriate by Goffs, at such time, at such place and in such manner as Goffs

deems appropriate. The decision of Goffs on the complaint shall be final and binding on both the Vendor and the Purchaser. Goffs may have the Lot examined by their appointee and where the opinion of their appointee does not agree with the opinion of the Purchaser's appointee as expressed in his certificate furnished, then the opinion of Goffs' appointee shall prevail and shall be final and binding on the parties.

- 11.3 All expenses and charges incurred by such adjudication, as well as the transport and keep costs of any Lot, shall be paid by the Party found to be in error.
- 11.4 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).
- 11.5 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, France or the country in which the horse is located at the time of the Sale, as appointed by Goffs.
- 11.6 No Lot may be returned for the reasons set out in Condition 12 if it has raced following the Sale.

## **12 LOTS RETURNABLE**

- 12.1 The Complaints Procedure set out in Condition 11 above will only apply if the information in 12.1 below or if the conditions in 12.2 below are not declared prior to the Sale starting. In these cases, the Sale may be cancelled at the discretion of the Purchaser.
  - 12.1.1 The Lot is not registered with a Stud Book Authority approved by the International Stud Book Committee.
  - 12.1.2 The pedigree or description of the Lot does not correspond with the pedigree or description as stated in the Catalogue.
  - 12.1.3 The Lot has run at an unrecognised meeting or is on the forfeit list maintained by a recognised Turf Authority
  - 12.1.4 The Lot is described as a Colt and does not at such time have both testes palpable (this provision is to apply only to any horse offered for sale after 1<sup>st</sup> July of their yearling year) and may be so described by Goffs as a rig.
  - 12.1.5 The Lot is described as unbroken and should have more properly been described as broken and ridden prior to the Sale. For the avoidance of doubt a Lot described as driven in long reins will not be returnable under this Condition.
  - 12.1.6 The Lot is described as untried and should have more properly been described as tried prior to Sale. A Lot will be considered tried if it
    - a) has run in any race
    - b) has been catalogued in any previous Breeze-Up Sale
    - c) has appeared on any published Trainer's or Permit Holder's List
    - d) is deemed to have been galloped "upsides" prior to Sale
    - e) is deemed to have been broken and tried prior to Sale

- 12.1.7 The Lot is subject of a Starting Stalls Test as ordered by the BHA/ I.H.R.B.
- 12.1.8 The Lot is a Broodmare/Filly which has been covered and/or subsequent to any covering has slipped the foal.
- 12.1.9 The Lot does not correspond to the video footage uploaded for the Lot by the Vendor prior to the Sale.
- 12.1.10 The microchip number, markings or vaccinations for the Lot do not correspond to the microchip number passport or vaccinations uploaded for the Lot by the Vendor prior to the Sale.
- 12.2. Any Lot which:
- a) is a wind-sucker, (i.e. frequently swallows air whether in association with grasping fixed objects with incisor teeth or not; a crib-biter is not returnable unless the crib-biting is associated with wind-sucking, in which case the Lot is returnable as a wind-sucker); or
  - b) has been operated on for the correction of wind-sucking as defined above; or
  - c) is a weaver; (i.e. frequently swings its head and neck to and fro and transfers weight from one forelimb to the other alternately) or
  - d) is a boxwalker (i.e. frequently walks either backwards and forwards or round and round the box repeatedly in an aimless manner) ); or
  - e) has been tubed or otherwise operated on for unsoundness in wind (Operations to treat the displacement of the soft palate, including the operations tie forward, cautery of the soft palate, trimming of the soft palate and myectomy are not operations for the correction of unsoundness in wind within the meaning of this condition); or
  - f) has impaired vision or injury to the eye; or
  - g) is a wobbler; or
  - h) has been unnerved

### **13 DISPUTES**

- 13.1 Any dispute arising out of the sale of any Lot in accordance with these Conditions of Sale shall be a dispute between the Vendor and the Purchaser and in no circumstances shall Goffs be liable to either party in connection with such dispute.
- 13.2 Where Goffs are brought in as a party to any dispute despite 13.1 above, Goffs will be entitled to payment of their legal and other expenses on a full indemnity basis from the party who joins them in.

### **15 GENERAL**

- 15.1 Goffs reserve the right to add, alter or otherwise modify these Conditions of Sale.
- 15.2 These Conditions of Sale form the entirety of the agreement between Goffs, the Owner, the Vendor and the Purchaser and no variation shall be valid or binding unless specifically authorised in writing by two Executive Directors of Goffs.

15.3 These Conditions of Sale are to be construed and shall take effect in accordance with the laws of the Republic of Ireland and shall be subject to the exclusive jurisdiction of the Courts of the Republic Of Ireland.

15.4 The submission to the jurisdiction of the Courts of the Republic of Ireland shall not limit the rights of Goffs to take proceedings against the Owner, the Vendor or the Purchaser in any other Court of competent jurisdiction and the taking of proceedings in one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not

## **16 NOTICES**

When any certificate or notice is required to be given to Goffs under these Conditions of Sale, it must be made in writing and sent by first class post or emailed to [sales@goffs.ie](mailto:sales@goffs.ie) Any notice required to be given by Goffs to the Vendor or the Purchaser shall be sent to the address given on the Entry Form or the bidder registration form. Such notice shall be deemed given on the date of delivery or the second day after posting or on the day of transmission depending whether the notice is sent by hand, post, or email.