

BOSANKO SPORTS HORSES LTD

STANDARD TERMS AND CONDITIONS OF SALE

“The Seller” - Bosanko Sports Horses Limited (BSH LTD)

“The Purchaser(s)” - the individual(s) purchasing the Horse

“The Horse” - the horse that is sold by the Seller to the Purchaser

1. In consideration of the agreed sum the Seller agrees to sell and the Purchaser agrees to purchase the Horse. The Purchaser shall have until such date as agreed by the Seller to pay the Purchase Price to the Seller by arranging for payment to be made to the Seller in cleared funds according to the Seller's instructions.

2. Upon the Seller's receipt of the Purchase Price (as cleared funds):- (i) the ownership of the Horse shall pass from the Seller to the Purchaser. The Seller strongly recommends that the Purchaser adequately insures the Horse (preferably covering third party liability, death, theft, veterinary fees and loss of use) prior to or immediately upon payment of the Purchase Price; (ii) risk of death, loss or injury to the Horse shall pass to the Purchaser, for which reason the Seller recommends that the Purchaser immediately insures the Horse upon or prior to paying the Purchase Price to the Seller; (iii) responsibility for any loss, damage or injury howsoever caused by the Horse shall pass to the Purchaser; (iv) the Seller will release possession of the Horse to the Buyer or his/her employee/agent together with all original documents (Studbook, passport, vaccination card, etc.).

3. The Purchaser (or another person designated by the Purchaser) in coordination with the Seller will arrange for the transportation of the Horse from the Seller's premises, (at the Seller's and the Purchaser's convenience) at the Purchaser's expense.

4. Where the Horse is not collected immediately upon ownership of the Horse passing from the Seller to the Purchaser, the Purchaser agrees to indemnify the Seller against all costs incurred in caring for the Horse (costs of keep, veterinary costs etc.) until the Horse is collected by the Purchaser or his employee/agent. Any loss, damage or injury howsoever caused by the Horse whilst the Horse is at the Seller's premises awaiting collection by the Purchaser shall be the Purchaser's responsibility.

5. The Seller represents and warrants that:- The Seller has complete free, clear and sole ownership of the Horse and no third party has any rights whatsoever with respect to the Horse.

6. The Purchaser acknowledges that:- The Seller makes no representation as to the past, current or future health, fitness, performance or ability of the Horse save for any material defects which the Purchaser acknowledges have been disclosed by the Seller (e.g. sarcoids/unsafe in traffic/weaves/cribs) to the Purchaser prior to the sale of the Horse.

The Purchaser is responsible for conducting any inspection of the Horse they require to satisfy themselves with the Horse's health, fitness and ability. The Purchaser acknowledges that the Horse is open to veterinary inspection, which the Purchaser may instruct a vet to perform at his discretion. In accepting or declining the opportunity to have the Horse inspected by a vet, the Purchaser waives all rights to bring a claim against the Seller in respect of any matter revealed or which should have been revealed by the vet during that inspection.

7.The Purchaser is satisfied that the Horse is suitable for its intended purpose. The Seller does not warrant or guarantee in anyway any future performance of the Horse, ridden or otherwise. In the case of unbroken horses, the Seller does not warrant or guarantee the behaviour or performance of the Horse when and if the Horse is started under saddle.

8.The Purchaser accepts that horses are unpredictable by nature and that horse riding is a risk sport. The Seller is unable to predict how any horse will mature or develop in new ownership however the Seller will provide full details of the Horse's routine and current exercise/feed/tack requirements in order that the Horse has the best opportunity of settling into his new home.