CONDITIONS OF SALE

2026 Canadian Thoroughbred Horse Society ("CTHS") DIGITAL MIXED SALE

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

FIRST – APPLICABLE LAW: All horses in this sale are offered according to these Conditions of Sale and the laws of the Province of Ontario wherein the sale is conducted. All interested parties, including sellers, consignors, agents, owners, and prospective purchasers or bidders participating via any online bidding process and all sales via any bidding process are bound by said Conditions of Sale, any announcements, and any provisions set forth on the digital sales platform.

SECOND – INSPECTION (INCLUDING REPOSITORY): Buyers, regardless of the form of bidding, shall have a duty to inspect each horse they may purchase, including information about the horse placed in the Repository. Repository shall mean a centralized location where information pertaining to each horse, including, but not limited to, radiographs, information placed in by Consignor, and veterinary reports, is stored. Buyers will be assumed to have knowledge of any defect that a reasonable inspection would reveal, including an inspection of information in the Repository, and Buyers will be solely responsible for the sufficiency and completeness of their inspections. Failure to sufficiently inspect will be at Buyers' risk. All Sellers or Consignors shall make any horse offered for sale available for inspection and veterinary examination by potential Bidders/Buyers on reasonable terms of availability with regard to time, location, and access.

With respect to the Repository: (a) The presence or use of the Repository shall not change any of these Conditions of Sale, which shall continue to be binding upon all parties, nor does it create any additional express or implied warranties; (b) Auctioneer will NOT review the information in the Repository and makes no warranty whatsoever regarding the completeness or accuracy thereof; (c) Knowledge of the information in the Repository shall not be imputed to Auctioneer; (d) Consignor shall be responsible for all information placed in the Repository; (e) Consignor warrants the accuracy, validity and authenticity in all material respects of the Repository information placed by Consignor in the Repository; and (f) Information in the Repository is the property of Consignor and shall be returned to Consignor forty-eight (48) hours after the sale of the horse, provided, that Auctioneer, in its discretion, may retain such items if a dispute arises during the pendency to such dispute.

THIRD – LIMITATION OF WARRANTIES: THERE IS NO WARRANTY, EXPRESS OR IMPLIED, BY AUCTIONEER, OWNER, CONSIGNOR OR THEIR REPRESENTATIVES, 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 PROVIDED IN CONDITIONS FOURTH, FIFTH AND SIXTH.

FOURTH – LIMITED WARRANTIES AS TO DESCRIPTION: UNLESS OTHERWISE ANNOUNCED OR DESCRIBED BY AUCTIONEER, 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 IS DESCRIBED AT TIME OF SALE AS A HORSE OF RACING AGE. Any horse sold on or after July 1st of 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 in CONDITION TWELFTH. 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. When 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 in CONDITION TWELFTH. Warranties with respect to certain conditions of soundness of wind and bone as provided in CONDITION FIFTH shall not apply to any horse described at time of sale as a broodmare, broodmare prospect, stallion or stallion prospect. Any horse described as a racing prospect or horse of racing age which at the time of the sale is on a state's, licensed racetrack's or official "bleeders list," or is nerved, or is on a starter's stewards' or veterinarian's list must be so announced.

FIFTH – LIMITED WARRANTIES AS TO SOUNDNESS & PROHIBITED PRACTICE: UNLESS EXPRESSLY ANNOUNCED BY OFFICIAL PUBLICATION OF AUCTIONEER 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 THE SALE. Horses that are cribbers must be so announced at the start of the sale. For any horse that: (a) has impaired vision or injury to the eye; (b) has locomotor ataxia (wobbler syndrome); (c) is two years of age or less and has undergone invasive joint surgery; or (d) had abdominal surgery of any type that occurred in the last two (2) calendar years preceding the day of sale except to repair a ruptured bladder in a newborn foal, such condition must be announced at the start of the sale, or, alternatively, by placement in the Repository of a veterinary certificate which discloses such condition. Any yearling sold after July 1st of its yearling year, two-year-old in training or horse of racing age that has any one of the following defects of wind must be so announced at the time of sale: (i) Laryngeal hemiplegia (complete immobility or inability to fully abduct the cartilage); (ii) Rostral displacement of the palatopharyngeal arch; (iii) Epiglottic entrapment; (iv) Permanent dorsal displacement of the soft palate; (v) Severe arytenoid chondritis or arytenoid chondroma(s); (vi) Subepiglottic cyst or cysts; or (vii) Cleft palate. In addition, any horse sold in a two-year-old in training sale or horse of racing age sale which has injury to or disease of the bone structure materially affecting its suitability for racing must be announced as having such condition at the time of its sale, or, as to any such horse sold in a two-year-old in training sale, such condition must be revealed by radiographs placed in the Repository by the Consignor.

Consignor warrants that any weanling, yearling and horse of racing age (which excludes broodmares, broodmare prospects, stallions and stallion prospects) entered in this sale has not been administered any exogenous anabolic steroids (EAS) within forty-five (45) days of the date of sale.

SIXTH – CATALOGUE AND ANNOUNCEMENTS: Horses catalogued in this sale are offered with information (digital or printed) as represented by Consignor. With respect to mare reproductive status, only information submitted in writing, after examination by a licensed veterinarian, will be accepted for the terms "suitable for mating", "pregnant", "aborted", and "not pregnant". The term "not pregnant" shall be construed to mean that the mare was bred, was not found to have slipped, and failed to produce a foal. The accuracy of such information is the responsibility of Consignor and not Auctioneer and has not been verified by Auctioneer. While certain information may have been procured by Auctioneer from third parties on behalf of Consignor, it remains solely the responsibility of Consignor to verify the accuracy of such information and to notify Auctioneer of any corrections. So that an appropriate announcement can be entered prior to the start of the sale, notices of corrections must be delivered in writing to Auctioneer not less than twenty-four (24) hours prior to the start of the sale.

In the case of any materially misleading description of the horse or any photograph or video that has been altered to enhance the physical appearance of the horse, Buyer shall have the right to rescission, revocation, and return by Buyer to Consignor and Owner pursuant to CONDITION TWELFTH. Such right shall be exercised by Buyer providing to Auctioneer a written statement detailing how the description is materially misleading, or the video or photo has been altered, within twenty-four (24) hours after receipt of the horse by Buyer.

IN CASE OF ANY ERROR OR OMISSION, BUYER SHALL SEEK REDRESS ONLY FROM SELLER OR CONSIGNOR AND NOT FROM AUCTIONEER.

SEVENTH – BIDDING PROCEDURE: Unless waived, there shall be an upset price on any horse, season, and/or stallion share offered. If an opening bid of the upset price is not realized, the horse shall be deemed unsold. Minimum acceptable increases in bidding are as follows:

Up to $3,000: $250.00 $3,000 to $10,000: $500.00 Over $10,000: $1,000

A Consignor (Seller) has the right to establish a reserve on any horse entered in the sale in accordance with procedures established by Auctioneer and Buyers agree to and acknowledge that right. Buyers therefore agree and acknowledge that Sellers have the right to set reserves implemented by the Auctioneer upon horses so entered which are not disclosed to Buyers and also have the right to conduct, by bidding, as related to their entries. Subject to the foregoing, the person making the highest bid recognized by Auctioneer shall be the Buyer. Buyer agrees and acknowledges payment terms and conditions as follows:

(a) Buyer confirms the purchase and promises to pay the purchase price, together with applicable taxes, if any, to the CTHS within fifteen (15) days of the sale in accordance with the Conditions of Sale.
(b) Buyer shall pay to CTHS, interest on the outstanding balance of the purchase price at the rate of 2% per month (24% per annum). Such interest shall accrue from the date which is fifteen (15) days from the date of the sale until payment in full and shall be calculated and payable monthly, not in advance, on the first day of each month.

Bidders shall participate in a sale by bidding online through Auctioneer's online live bidding platform, subject to approval by Auctioneer in its sole discretion. To bid online, bidders must register online. All bidders, including online bidders, agree to these Conditions of Sale and all announcements, as well as such additional terms as Auctioneer, in its sole discretion, may require. When making a bid, a bidder accepts personal liability to pay the purchase price, as described in CONDITION EIGHTH below.

Any bidder who places a bid online expressly acknowledges and agrees as follows: (1) online bidding relies upon technology that may malfunction without warning and through no fault of Auctioneer; (2) online bidding is being provided on an "as available" and "as is" basis and Auctioneer does not guarantee continual, uninterrupted or error free online bidding; and (3) Auctioneer shall be absolved from any and all liability related to or arising from any interruption in service, errors and/or omissions with respect to online bidding and each bidder or Buyer who places an online bid shall hold Auctioneer harmless from any loss or claim resulting therefrom.

EIGHTH – BIDDING DISPUTES: Should any dispute arise between or among two or more bidders, Auctioneer shall forthwith adjudicate the dispute, and Auctioneer's 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 Auctioneer have the same stature as bids received by the Auctioneer. In case of dispute, the bidding shall be reopened for advance bids, and if there be no advance bid, 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 the dispute, in which case bidding is reopened to all. Auctioneer reserves the right to reject any or all bids.

In the event of a technology issue of any type (including, but not limited to, malfunctions affecting or resulting in a temporary delay or inability to use online bidding platforms, computers, telephone servers, or any similar technological equipment or software), Auctioneer reserves the right, exercisable in its sole discretion, to temporarily suspend bidding, extend the relevant bidding period, cancel the sale, reoffer the horse affect for sale, or continue with the sale for bidders participating in the sale.

NINTH – TITLE AND DELIVERY: Title passes to Buyer at the final and successful bid. Title transfer includes all risks of loss including, but not limited to, illness, injury or death of the horse. The horse will be held for the Buyer by the Consignor until the Buyer makes settlement as provided in CONDITION TENTH. Additionally, at title transfer, the Buyer assumes all risk for any loss or damage to property and for injury or death of persons caused by the horse, Buyer, or Buyer's employees. Additionally, Buyer agrees to hold harmless the CTHS and its Provincial Divisions for such loss or damage. TITLE AND RISKS ARE ASSUMED BY THE BUYER WHETHER OR NOT SETTLEMENT AND DELVIERY HAVE BEEN MADE.

Buyer shall cause the horse to be removed from the grounds where it was located for the sale within five (5) calendar days of the close of the sale, at which time Buyer shall be deemed to have taken possession of the horse. Consignor or Seller shall undertake customary and reasonable care and upkeep, at its cost, until the horse leaves the grounds where it was located for the sale and possession is taken by Buyer. Should Buyer fail to remove the horse within five (5) calendar days of the end of the sale, Buyer may be assessed the costs of customary and reasonable care and upkeep by Consignor until the horse is removed or Auctioneer may allow the horse to be removed from the grounds where it was located for the sale and then stabled at Buyer's risk and expense.

In all cases, Consignor and Buyer indemnify and hold Auctioneer harmless from any and all claims, actions, liabilities, or damages arising out of or related to title, possession, risk or responsibility to or of a horse before or after successful bid.

TENTH – CREDIT AND SETTLEMENT: Buyer shall make settlement with Auctioneer immediately upon fall of hammer, unless credit shall have been extended in advance by Auctioneer to Buyer. If Buyer's account is not paid in full within fifteen (15) days of sale, Buyer shall pay to Auctioneer a service charge of 2% per month (24% per annum) on the unpaid balance of the account from the date of sale until paid. Payments to others, including the Consignors or their representatives, do not constitute settlement. Buyer shall make settlement as provided above for the full purchase price and applicable sales tax, in Canadian currency or bank cheque, certified cheque, e-transfer to info@cthsnational.com or equivalent method acceptable to Auctioneer. BIDDERS ARE CAUTIONED THAT EXTENSION OF CREDIT AT A PRIOR SALE DOES NOT ESTABLISH CREDIT AT THIS SALE. BIDDERS MUST CLEAR OUTSTANDING ACCOUNTS AND ESTABLISH CREDIT AT THIS SALE PRIOR TO BIDDING. Buyer grants to Auctioneer a security interest in each horse purchase, its Jockey Club Certificate of Foal Registration, any applicable stallion service certificate, and any proceeds or products thereof, to secure payment of the amount of unpaid purchase price, sales tax, and other indebtedness owed by Buyer to Auctioneer or Auctioneer's affiliates. Buyer appoints Auctioneer as Buyer's attorney-in-fact to prepare, execute and file any financing statements or other documents necessary to perfect, enforce and give notice of the security interest created herein. Buyer agrees that Auctioneer shall have all rights and remedies of a secured party pursuant to the Conditions of Sale and the Uniform Commercial Code or other applicable law. Auctioneer may retain, and shall have a security interest in, all registration papers for horses either bought by Buyer or returned to Consignor until Buyer's or Consignor's accounts with Auctioneer are paid in full.

ELEVENTH – DEFAULTERS: SHOULD BUYER FAIL TO COMPLY IN ANY RESPECT WITH CONDITIONS NINTH AND TENTH ABOVE, AUCTIONEER MAY, IN ITS ABSOLUTE DISCRETION, PURSUE ANY REMEDY AVAILABLE TO IT AGAINST THE DEFAULTING BUYER, INCLUDING, BUT NOT LIMITED TO, TAKING POSSESSION OF THE HORSE OR RESELLING OF THE HORSE AT PUBLIC AUCTION OR BY PRIVATE TREATY FOR ACCOUNT OF DEFAULTER. In any case, Buyer shall be liable for any deficiency after charging to Buyer's account all costs of maintenance and resale, including, but not limited to, service charges, attorney's fees, costs of litigation, and damages available at law to Auctioneer.

TWELFTH – RIGHT OF RETURN: Any horse sold in this sale which has a condition that must be announced or described as provided for in CONDITIONS FOURTH, FIFTH AND SIXTH, and is not so announced or described, shall be subject to return to Consignor, with refund of purchase price to the Buyer, if already paid, PROVIDED THAT WITHIN TWENTY-FOUR (24) HOURS AFTER TIME OF SALE THE AUCTIONEER RECEIVES WRITTEN NOTICE FROM THE BUYER AND A WRITTEN VETERINARY CERTIFICATE, BASED ON EXAMINATION BY THE CERTIFYING VETERINARIAN, STATING THAT SUCH A CONDITION EXISTS, AND THE SAME EXISTED AT TIME OF SALE. AS TO ANY HORSE SOLD AS A TWO-YEAR-OLD IN TRAINING, THE VETERINARY CERTIFICATE MUST ALSO STATE THAT THE INJURY TO, OR DISEASE OF, THE BONE STRUCTURE MATERIALLY AFFECTS THE HORSE'S SUITABILITY FOR RACING AND SUCH CONDITION WAS NOT REVEALED BY RADIOGRAPHS PLACED IN THE REPOSITORY BY THE CONSIGNOR. ALL WARRANTIES TERMINATE UPON THE EARLIER OF: (1) EXPIRATION OF TWENTY-FOUR (24) HOURS FROM TIME OF SALE, OR (2) REMOVAL OF THE HORSE FROM THE GROUNDS WHERE LOCATED FOR SALE, AFTER WHICH THERE SHALL BE NO RIGHT OF RETURN HEREUNDER; PROVIDED, HOWEVER, BUYER SHALL HAVE FIFTEEN (15) DAYS FROM THE TIME OF SALE TO PROVIDE AUCTIONEER WITH THE REQUIREMENTS OF HORSES ON AN OFFICIAL "BLEEDER'S LIST." Any horse sold in this sale which is determined to have been offered for sale in violation of conditions contained herein, shall be subject to return to the Consignor with a refund of the purchase price to the Buyer, if already paid, PROVIDED THAT BUYER, UPON NOTIFICATION BY THE SALES COMPANY OF THE RIGHT OF RETURN PURSUANT TO CONDITIONS CONTAINED HEREIN, NOTIFIES THE SALES COMPANY IN WRITING, OF BUYER'S EXERCISE OF THIS RIGHT WITHIN FIFTEEN (15) DAYS FROM THE TIME OF SALE OF THE HORSE. NOTWITHSTANDING THE FOREGOING, ALL WARRANTIES AND RIGHTS OF RETURN ON A HORSE OF RACING AGE TERMINATE IMMEDIATELY WHEN SUCH HORSE STARTS IN A RACE. Further, any use after this sale of any horse two (2) years of age (as that term is defined by the Jockey Club) or older "under tack," after discovery of any condition of such horse which would permit its return as provided herein, shall void all right of return and terminate any warranties which might otherwise exist. The rights of Buyer to return the horse as provided herein to the Consignor shall be Buyer's sole and exclusive remedy. ANY RIGHT OF RETURN AS SET FORTH IN THIS CONDITION TWELFTH IS CONTINGENT UPON THE HORSE BEING IN MATERIALLY THE SAME CONDITION AS IT WAS AT THE TIME OF SALE. UPON THE DETERMINATION BY THE SALES COMPANY THAT A BUYER'S CLAIM TO A RIGHT OF RETURN IS VALID, THE SALES COMPANY SHALL NOTIFY THE CONSIGNOR OF THE RETURN AND UPON RECEIPT OF SUCH NOTICE, ALL RISKS OF LOSS, INJURY, SICKNESS, DISEASE AND ANY AND ALL OTHER RISKS PERTAINING TO THE HORSE PASS TO CONSIGNOR AND/OR OWNER. Upon return of a horse to Consignor in accordance with these Conditions of Sale, Consignor shall be responsible for reasonable expenses for keep, maintenance and transportation of the horse from the time of sale until return.

THIRTEENTH – RESOLUTION OF DISPUTES: (a) ANY CONTROVERSY ARISING OUT OF A CLAIM MADE BY OR ON BEHALF OF BUYER UNDER THE PROVISIONS OF CONDITIONS FOURTH, FIFTH AND MARE REPRODUCTIVE STATUS REFERENCED IN SIXTH CONTAINED HEREIN, SHALL BE SETTLED BY VETERINARY ARBITRATION BETWEEN BUYER AND CONSIGNOR PURSUANT TO THE FOLLOWING PROCEDURE: Upon Auctioneer's determination that a claim under such Conditions of Sale has been timely and properly presented, Auctioneer shall notify a panel of three (3) veterinarians, specializing in equine medicine, created specifically to evaluate the validity of disputes arising from warranties or medication policy compliance in Conditions of Sale. This panel shall conduct any tests, investigations or examinations which it deems necessary and, except as requested by the panel, Buyer and Consignor shall not be heard, present evidence or cross-examine witnesses, same being waived by all parties. Based upon its review, the panel shall, by majority vote, determine the validity of the claim and whether to uphold or rescind the sale. The decision of the veterinary panel shall be final and binding on all interested parties and shall not be subject to any further review. All expenses incurred by the panel shall be reimbursed by the party whose property the panel determines the horse to be. (b) ANY CONTROVERSY OR DISPUTE ARISING BETWEEN OR AMONG AUCTIONEER, BUYER AND/OR CONSIGNOR UNDER

THE PROVISIONS OF THESE CONDITIONS OF SALE OR RELATING TO THIS SALE SHALL BE SETTLED BY ARBITRATION BETWEEN THESE PARTIES IN ACCORDANCE WITH THE CANADIAN RULES OF ARBITRATION.

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

FIFTEENTH – LIMITATION OF ACTIONS: Any cause of action arising out of or relating to the sale shall be commenced not more than one (1) year after the close of the sale; provided, however, this limitation of action shall not apply to any action against the Buyer for recovery of the purchase price, including interest and expenses, or repossession of any horse purchased at this sale.

SIXTEENTH – SEVERABILITY: If any provision of these CONDITIONS OF SALE is held to be 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.

SEVENTEENTH – TIME OF ESSENCE: TIME IS OF THE ESSENCE AS TO ALL MATTERS SET FORTH IN THESE CONDITIONS OF SALE.

EIGHTEENTH – AGREEMENT: The entire agreement regarding the sale and purchase of a horse at this sale is contained in these Conditions of Sale and in the Acknowledgement of Purchase. Auctioneer shall not be bound by any oral or written agreement between Buyer and Consignor unless agreed to, in writing, by Auctioneer.

NINETEENTH – PAYMENT: All sales are in Canadian currency and payment (including applicable taxes) must be remitted in Canadian currency unless specific written alternative arrangements have been agreed to in advance of the sale between the Buyer and Auctioneer. All currency conversion aids (visual or otherwise) provided by Auctioneer are purely provided as a matter of courtesy and Auctioneer shall 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: a) establish and maintain all party statuses; b) perform marketing and advertising services; and c) meet legal obligations.