

GUIDANCE FOR PURCHASERS

These pages, entitled “Guidance for Purchasers” are produced for the benefit of all prospective Purchasers who are advised to read them carefully and in full prior to purchase.

1. Conditions of Sale

Before bidding, all prospective Purchasers should read carefully the Conditions of Sale printed on Pages 26-33.

2. Rostrum Announcements (Condition of Sale 14)

All Lots are sold subject to any announcements that may be made from time to time from the Auctioneers’ Rostrum and therefore it is the responsibility of all bidders to be in attendance at the commencement of the sale of a Lot to hear any such announcements.

3. Sale Ring Information Displays

Information appearing on notice and electronic boards in the Sale Ring or the Main Sales Office or anywhere else on Tattersalls (Ire) premises is for guidance purposes only and no liability shall attach to Tattersalls (Ire) or the Vendor for any error in or omission from the information so provided.

4. Pre-Sale Inspection of Lots

Prospective Purchasers are advised to inspect Lots prior to purchase. Purchasers must ensure that the Vendor’s approval is obtained before a veterinary inspection is made.

5. Conditions of Sale 14-18

Prospective Purchasers are particularly requested to read carefully the provisions of Conditions 14 - 18 of Tattersalls (Ire) Conditions of Sale.

Prospective Purchasers should specifically note that there is no term implied in any sale that a Lot is of satisfactory quality or is fit for training or any particular purpose.

6. Description and Health / Returnable Lots (Conditions of Sale 10, 11 and 12)

Attention is drawn to the Condition of Sale 10 entitled “Description and Health”. Under Condition of Sale 12 no Lot is returnable other than in accordance with Conditions of Sale 10, 11 and 12.

7. Insurance (Condition of Sale 7.1)

Purchasers are reminded that from the Fall of the Hammer, or time of private purchase, horses are at their risk. Tattersalls (Ire) recommend that purchasers insure their lots from fall of hammer.

8. Keep and Removal of Horses After Sale

Purchasers must make arrangements for the keep and attendance of their Lots from the Fall of the Hammer. Subject to the Conditions of Sale in general and Condition 7 in particular Purchasers (and Vendors of unsold lots) are requested

to comply with any arrangements regarding removal of Lots from Fairhouse which may appear in the catalogue. Where Lots are not so removed Tattersalls (Ire) reserve the right to make charges in respect of transportation and keep.

9. Release of Horses

Before any Lot may leave Tattersalls (Ire) or an Outside Standing a Pass Out must be obtained from Accounts in the Main Sales Office. The Pass Out must be handed in to our staff at the Control Office as the Lot leaves.

Additionally Lots must have affixed the official Tattersalls (Ire) numbered hip label. If the label is missing, Purchasers should immediately advise Sales in the Main Sales Office (or the Control office if the Main Sales Office is closed) who will arrange the issue of a duplicate label.

10. Identification of Horses

Purchasers are advised to check the description of their Lot in the passport (or a copy thereof) as soon as possible after purchase. Tattersalls (Ire) will be checking the identity of Lots entered for our sales against official Identification Documents. This will take place in the days prior to the sale. This arrangement does not alter Vendors' and Purchasers' responsibilities under the Conditions of Sale and Tattersalls (Ire) shall incur no liability or responsibility for any loss howsoever arising for any error or omission in respect of this identity check.

11. Documents

Purchasers may apply in writing for the Horse Documents as soon as Payment has been made in full. Documents will only be released either on the receipt of a written application or as a result of a personal application. Where documents are sent by post they are at the risk of the Purchaser.

12. Broodmares

12.1 Rhinopneumonitis

The following notice is included at the request of the Thoroughbred Breeders' Association: Mares in late pregnancy which have come from a sale constitute a possible risk to the stud where the mare is sent, since from the fifth month of pregnancy onwards there is a possibility that abortion due to Rhinopneumonitis may occur. Attention is drawn to the revised recommendations from the Thoroughbred Breeders' Association that mares from stud farms where Rhinopneumonitis Virus Abortion has occurred during the previous season should be foaled in isolation.

12.2 Isolation of Broodmares

In accordance with TBA recommendations, all mares returning from the sales should be isolated from in-foal mares.

13. Value Added Tax ('VAT')

13.1 Lots for Export outside the EU

Where Lots are purchased for immediate export outside the European Union ('EU') the purchase may be zero-rated for VAT purposes provided

that Tattersalls (Ire) are supplied with a satisfactory proof of export from the EU by the Purchaser or his shipping agent.

13.2 Lots to be sent to another EU Member State.

Where Lots are purchased for despatch to another EU Member State the purchase may be zero-rated for VAT purposes provided the invoice is made out to a person registered for VAT in another Member State and the VAT number is lodged with Tattersalls (Ire) and Tattersalls (Ire) are supplied with a satisfactory proof of movement from the Republic of Ireland.

Anyone having any query on VAT is invited to contact Accounts in the Main Sales Office. The current rate of VAT is 4.8%

14. Payment for Purchases (Condition of Sale 4)

All Lots are sold for payment by cash or acceptable bankers draft (Condition 4.1).

Payment is due in Euros. Prospective purchasers may deposit funds with Tattersalls (Ire) prior to a sale.

If a Purchaser wishes to pay by any other method, arrangements must be agreed before bidding. Please complete a credit request (see following page) and send this to the Accounts at least 7 days before the sale. Please ask your bankers to forward a reference direct to Accounts as your application cannot be considered until this is received.

Tattersalls (Ireland) bankers are

AIB Plc, Ashbourne, Co Meath, Ireland

Sort Code 93-23-96

Account Name: Tattersalls (Ireland) Limited

Account No. 19026026.

IBAN: IE27AIBK 932396 19026026

SWIFT/BIK AIBKIE2D

Payments for lots purchased may be made by credit and/or debit card.

Purchasers should contact the Sales Office regarding this type of payment and should inform the card provider prior to sale to avoid delays. Please note that all transactions must be authorised with a PIN number. Tattersalls Ireland regret that a surcharge of 1.5% for credit cards and 20c for debit cards will be added to the appropriate amount. These are the rates charged to Tattersalls Ireland by the credit card company.

15. Purchasers Authorisation

This scheme is available for Purchasers who wish to appoint an agent to act for them. Forms can be obtained by personal application only to Accounts. The scheme is subject to:

1. The Authorisation together with a Sale Credit Request, both completed and signed by the principal, being lodged with Tattersalls (Ire) by way of application at least 7 days before the sale.
2. No Authorisation is effective unless it has been approved in writing by Tattersalls (Ire) who reserve the right to withhold acceptance without giving any reason. An agent may not bid under this Authorisation until such written acceptance has been received.
3. Agents must notify Accounts in the Main Sales Office of any purchases under an Authorisation immediately following purchase.
4. We wish to point out to you, in your own interest, the position of a bidder at auction who purchases on behalf of another party. When this bidder discloses his principal after purchases, we stress that there is no obligation on our part to automatically send the account to this principal. The person purchasing the horse in the sale ring remains liable for payment under the Conditions of Sale. If the account is sent to the principal, who defaults, then responsibility for payment remains with the person purchasing the horse in the sale ring. If an agent wishes to avoid liability he must submit a letter of authorisation signed by the principal, addressed to Tattersalls (Ireland) Ltd which states that the said agent is authorised to purchase at a particular sale for the principal's account, and that such principal has complied in advance with all the provisions required for purchasers at Tattersalls (Ireland) Ltd.

16. Private Sales

16.1 Contract

When Lots fail to sell in the ring, private sales may be registered with Tattersalls (Ire) and will invoke the Conditions of Sale unless otherwise agreed. Vendors and Purchasers wishing to register private sales with Tattersalls (Ire) should go to Accounts. No statement, certificate, forecast or expression of opinion made by Tattersalls (Ire) in respect of any Lot is or is deemed to be in any circumstances a representation, undertaking or warranty by Tattersalls (Ire) and Tattersalls (Ire) shall in no circumstances become liable to any person in respect thereof.

16.2 Auction Races

Lots sold or bought-in at public auction under the hammer qualify for Auction Races but lots which do not reach their reserve do not qualify. The sale of a Lot privately does not qualify the Lot for Maiden Auction Races.