

## Terms & Conditions

Equine Online Auction, LLC, a **Missouri** corporation, conducts online horse auctions and is not liable for any loss or damage. Buyers must pre-register and pay within **48 hours** via **US Bank wire transfer** or credit card (with a **3%** fee). All horses are sold "as is" and governed by **Missouri Law**. Title and risk transfer immediately upon winning the bid. Equine Online Auction, LLC works for both Seller and Buyer to conduct a fair and honest sale. The description of the horse will be True to the knowledge of the Seller.

### 1. General Terms

- **Equine Online Auction, LLC** is an independent contractor conducting online horse auctions.
- The company is not liable for any loss, damage, injury, death, or illness of any horse, person, or property before, during, or after the sale.
- All horses are sold "AS IS" with all defects.
- Transactions and disputes are governed by Missouri Law.

### 2. Buyer Registration & Payment

- Buyers must pre-register before bidding.
- Equine Online Auction, LLC reserves the right to accept or reject any buyer or owner participation.
- Non-US bidders are welcome but must use US funds and provide positive identification.
- Accepted payment methods: US Bank wire transfer (highly recommended) and major credit cards (Mastercard, Visa, Discover, American Express).
- A 3% convenience fee applies to credit card purchases, and a 1.5% office processing fee is added to the final bid.

### 3. Horse Information & Warranties

- Information about horses is provided by the owner and not verified by Equine Online Auction, LLC.
- Buyers are encouraged to pre-inspect horses and may have a veterinary examination performed at their own expense before bidding.
- No complete pre-sale veterinary examination is allowed after purchase.
- All horses are sold without any warranty from Equine Online Auction, LLC.
- All horses are sold with a current coggins and a health check from the veterinarian.

### 4. Bidding Process

- The auction is conducted "with reserve," allowing the auction platform to bid to protect the sale price on behalf of the owner up to the amount of the reserve bid. If the owner or its representative makes a final bid equal to or greater than the reserve, the owner will pay 11% sale commission due.
- In the case someone has a maximum bid in place and someone else bids and their bid would be the bidder's max bid, the bid would then be cut in half to give the first bidder the maximum bid.

- Equine Online Auction, LLC can reject any bids and settle disputes between bidders.
  - In case of equipment malfunction, the auction will be stopped and resumed once corrected.
  - Bidders can place one bid at a time or set a maximum bid for automatic bidding.
  - The auction end time extends by 2 minutes for each bid placed in the last 10 minutes to prevent last-second bids.
- 5. Buy It Now**
- We offer a Buy It Now option for all sellers that want to add this feature.
  - As long as the Reserve has not been met a Buyer can purchase the horse for the Buy it Now price
  - That horse would then show SOLD
- 6. Title and Risks**
- Title and risk transfer to the buyer immediately upon the final bid.
  - The buyer assumes all responsibility for the horse's care, maintenance, and any associated risks or damages.
  - This applies even if settlement and delivery have not been made.
- 7. Default**
- Buyers who fail to pay will be declared in default, and the horse may be resold.
  - Defaulters are responsible for resale costs and any shortfall.
  - Legal action may be taken to recover amounts owed, including attorney's fees.
- 8. Lien & Security Interest**
- Buyers grant a purchase money security interest and lien in the horse and related documents to secure payment.
- 9. Transfers & Registration Certificates**
- Registration certificates will not be released until payment is received and cleared.
  - All paperwork is held by the seller until payment is settled.
- 10. Post-Sale Removal**
- Sold horses must be removed from the seller's property promptly as agreed between the seller and buyer.
  - The buyer is responsible for the horse's risk, responsibility, and expense while on the seller's property.
  - Transport delays must be pre-approved by the seller, or buyers may pick up the horse in person.