



Terms & Conditions

1. APPLICABLE LAW

All horses in this sale are offered according to these TERMS and CONDITIONS and the laws of the state of Florida. All interested parties and all sales are bound by these TERMS and CONDITIONS. This sale is an auction with reserve and World Sport Horse Sales (hereinafter referred to as: WSHS), and their agents, has the right to bid or establish a reserve, i.e., a price below which a horse will not be sold.

2. CATALOGUE

Horses catalogued in this sale are offered with information as represented by WSHS. The accuracy of such information is the responsibility of Redfield Farm, who has a duty to examine the catalogue page for accuracy. While certain information may have been procured by the World Equestrian Center (WEC), it remains solely the responsibility of Redfield Farm to verify the accuracy of such information and to notify WEC of any corrections. IN CASE OF ANY ERROR, INACCURACY OR OMISSION, BUYER SHALL SEEK REDRESS ONLY FROM REDFIELD FARM AND NOT FROM WEC.

3. INSPECTION OF HORSES

The horses of the WSHS will be available for public inspection from February 26 to March 12, 2023 at Pillango Stables, 7950 NW 80th Ave, Ocala, FL 34482 by appointment, and at the Presentation of Horses on March 14, 2023 at 3 pm at WEC at 1750 NW 80th Ave, Ocala, FL 33482, and at the Live Auction, March 17, 2023 at 7 pm at the WEC Grand Outdoor Arena at 1750 NW 80th Ave, Ocala, FL 33482. The presentation and live auction will be live-streamed online, link to be provided at www.worldsporthorsesales.com. Visits and trials must be scheduled in advance and confirmed for Redfield Farm with Mr. Emil Spadone (908-693-5419). Prospective buyers and/or their trainers are permitted to try a horse, or can ask for a ridden demonstration. WSHS, Redfield Farm and WEC will not be held liable for any accident, incident or event that may happen before, during or after the demonstration or affect in any way a prospective buyer, its trainer or anyone else. Buyers and/or trainers ride and/or examine horses at their own risk.

4. VETTING OF HORSES AND GUARANTEE

The horses sold through the auction have been found to be in good condition following a radiographic test conducted within at least three months prior to the auction. The horses have passed a strict veterinary exam and all X-rays have been reviewed by Dr. Brendan Furlong. A complete set of X-rays and a veterinary clinical exam report for each

horse is available by request, please contact B.W. Furlong and associates at 908-439-2821. Prospective buyers are encouraged to do their own due diligence prior to the auction and obtain an opinion of a veterinarian of their choosing for a clinical exam only. In such instances, the prospective buyer must make arrangements in advance with Mr. Emil Spadone at 908-693-5419 in order to conduct the examination. The horses are sold on a "as is/where is" basis. ALL SALES ARE FINAL.

Neither Redfield Farm, nor WSHS guarantee in any way the fitness or merchantability for any purpose of the horses offered in the auction.

5. BIDDING PROCEDURE

During the auction horses will be presented under saddle. The horses will be sold during the auction, unless otherwise stated, with a minimum starting bid of \$ 30,000.00. The bidding steps are as follows:

- Between \$ 30,000 and \$ 100,000 with an increase of \$ 5,000;
- Above \$ 100,000 with an increase of \$ 10,000.

Prospective buyers must register no later than March 17, 2023 at 7pm. Online bidders must register in advance at www.worldsporthorsesales.com and be confirmed as a registered bidder prior to the start of the auction. The auctioneer will decide for each horse the minimum bid. The highest bidder shall be the buyer and sign the Acknowledgement of Purchase. This document shall be binding, and only once it is signed, will the next horse enter the ring. In case the successful bidder does not sign the Acknowledgement of Purchase, the auctioneer can decide to bid the horse again. Telephone bidding is also available at the time of the auction. Telephone bidders must have immediate access to either a fax machine or e-mail and scanner capabilities in order to immediately return the Acknowledgement of Purchase. Seller reserves the right to bid or to instruct the auction staff to bid on Seller's behalf. A Sale summary shall be published immediately following the Auction and any unsold lot shall be designated as such.

Online Bidding: Online bidding is also available for this sale and will be held to the same terms and conditions set forth herein. Redfield Farm, WSHS and WEC will not be responsible for internet failure pertaining to online bidding availability. Should any internet issues arise, it is suggested that the bidder calls Mr. Emil Spadone at 908-693-5419 or Mrs. Hannah Wansing at 0031-689926874 immediately. Technical support will also be available on the website.

Online bids are made digitally. Each Bidder is expected to bid for itself and is bound by its bid, which is deemed to be unconditional and irrevocable. The Bidder offers for its own account and risk. If a Bidder is mandated by a partnership of buyers or a legal entity, this must be stated to the Auctioneer when registering the Bidder for the Auction. A Bidder is held to its offer until a higher offer is accepted.

The auction organization is never liable for damage as a result of action and/or lack of action by third parties, including the organizer of the auction; delay at using the auction site; dropping out or not being available of the auction site because of other reasons, including not being available of a specific auction. Such delay or falling out can be caused by not proper functioning or being available of internet, or not proper functioning or being available of (computer)devices. e. Under no circumstances

indemnification of indirect or resulting damage can be claimed, such as loss of profit, missed savings and reputation damage. Neither can indemnification be claimed for damage which is the consequence of circumstances beyond the auction organization's control.

6. 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 auctioneer in the stand. In case of dispute, at auctioneer's sole discretion, 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 is 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.

7. PAYMENT

Successful bidders must tender the full purchase price within one (1) business day in the form of a wire transfer of immediately available funds. Any successful bidder that fails to promptly make payment, stops payment, or refuses to accept delivery of the horse for any reason whatsoever, will be declared in default. Redfield Farm reserves the right to sell that horse on the buyers account without prior notice and litigate with the buyer for any deficiency, including, but not limited to the purchase price, boarding costs, veterinarian bills, transportation bills, farrier bills and all legal expenses involved.

8. SALES TAX AND COMMISSION

Florida law states that any horse sold that does not originate from the producer shall be subject to sales tax of 6.5%. Sales tax will be charged in addition to the sales price at the expense of the buyer. (Specific Authority 212.17(6), 212.18(2), 213.06(1) FS. Law Implemented 212.02(29), 212.07(5)(a), (b), (6), (7), 212.08(7)(qq) FS. History- Revised 10-7-68, 6-16-72, Amended 9-28-78, 7-20-82, Formerly 12A-1.49, Amended 3-1-00.)

There shall be a Buyer's commission of 6% charged on the price of the final bid. We also offer the possibility to insure your horse from the moment of purchase until a certain date. Please inquire with us about the possibilities.

The amount due shall be calculated as follows:

Auction price +

6% commission charge +

Invoice amount is exclusive of (possible) sales tax.

The balance shall become payable immediately. Payment is to be made by bank transfer. Cash payment of the amount shall not be accepted. Settlement of any counter-claims is excluded.

9. DELIVERY

At the fall of the hammer, the buyer assumes all risk and responsibility for the horse. Horses will be released only when the full payment has been received in the Auction account. Redfield Farm shall maintain insurance for risk of death for the horse until Saturday, March 18, 2023 at 5 pm EST. Buyer shall provide proof of equine insurance equal to One Hundred Percent (100%) of the purchase price of the horse no later than 4:00 PM EST on March 18, 2023, or have made payment as required above and made arrangements to remove the horse from the auction barn by that time. Such insurance must cover, at a minimum, the time period from the Event through pick up of the horse. Buyers will make arrangements to pick up the horse within three (3) days of the Event, no later than Monday, March 20, 2023 by 5 pm. Buyer will be responsible for any costs of stabling and supplies for the horse after this three (3) day period. After three days, the buyer will be charged for boarding and any other expenses that Redfield Farm may incur. After the hammer falls, Redfield Farm, WSHS, WEC, its owners, officers, members, agents, riders, grooms or representatives shall not be liable for any accidents, theft, disease, sickness, death, injury or damage to any horse, whatsoever caused.

10. AGENTS

Persons purporting to act as an agent for a Buyer must file with the auctioneer a completed, notarized Authorization of Agent form such as appears attached as Exhibit A to these TERMS and CONDITIONS or notarized letter of authorization from Buyer stating that the agent is authorized to purchase at this sale for the account of Buyer and that such Buyer agrees to be bound by all actions of the agent in connection with this sale. Any person failing to comply with this Condition shall be held PERSONALLY LIABLE as the Buyer. By signing the Acknowledgment of Purchase, an agent agrees to be personally liable for the full purchase price of the horse if Buyer fails to make settlement as provided herein.

11. PROHIBITED PRACTICES

Any horse which has been subject to Prohibited Practices may result, in the Buyer's discretion, in Buyer's exercise of the right of return the horse. Prohibited Practices which are not permitted on the sales grounds are: (a) extracorporeal shock wave therapy or radial pulse wave therapy; (b) acupuncture and/or electro-stimulation with the intent of altering laryngeal function © electrical devices designed or used to increase the speed of a horse; and (d) any invasive practice which intentionally conceals a material defect or chronic lameness. Prohibited Practices which are not permitted at any time are internal blister or other injections to the knee intended to have the effect of concealing the true conformation of the horse.

12. SEVERABILITY

If any provision of these TERMS and CONDITIONS is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of these TERMS and CONDITIONS, and they shall be continued and enforced as if such illegal or invalid provision had never been inserted herein.

13. TIME OF ESSENCE

Time is of the essence as to all matters set forth in these Terms and Conditions.

14. LIMITATION OF WARRANTIES


EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, ALL HORSES ARE SOLD "AS IS" WITH ALL EXISTING CONDITIONS AND DEFECTS AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, BY AUCTIONEER, REDFIELD FARM, WEC OR THEIR REPRESENTATIVES, AS TO THE SOUNDNESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY HORSE OFFERED IN THIS SALE.

15. WEBSITE

Access to the website: All information, in the form of text, files and images as well as any other form, is made available by the Auction for information purposes only. Any interested person may take note of this information, but WSHS and Redfield Farm reserves the right to change the rules and conditions regarding access to the use of the website at any time that it deems appropriate, without prior warning, subject all or parts of the website to a restriction.

Access to such private parts of the website can be made dependent on the provision of information by the visitor/user of the website. The visitor/user who provides this information expressly agrees that this information becomes the property of the Auction and that by the mere communication of information to the Auction, the latter is given express permission to use information in accordance with privacy policy of the auction. Granting access to the private part of the website of the Auction through the use of usernames and passwords can at all times be changed or refused by the Auction without this leading to any compensation.

Liability with regard to the information displayed: The entirety of information as found on the website of the Auction in the form of texts, documents, images, databases or other, is made available by the Auction without any warranty or guarantee from the Auction means regarding availability, availability or customization for commercial or private purposes. The Auction therefore does not assume any liability regarding the use of the texts, documents, images or other information on this website, nor regarding the implementation.



Links Present: In order to facilitate the user's visit to the Auction website, links were provided to third party websites. The visitor is free to use these links or not. Any damage resulting from the use of the proposed links is therefore outside any liability of the Auction now that it does not provide any guarantee with regard to the use of these third-party sites or with regard to the information provided on these sites. The user of the website who determines that a link present on the website would be incorrect or would not function, may report this to the Auction at any time. The Auction reserves the right to add new links or remove existing links at any time.

Protection of intellectual rights: The logo, as well as the company name of Redfield Farm, WSHS and WEC belong to its own copyright and may under no circumstances be reproduced or displayed without permission of the Auction. Nevertheless, the Auction does not accept any liability for the presence of information on its website that may infringe the intellectual rights of third parties. Parties who believe that their intellectual rights have been violated by an unauthorized use of their work on the Auction website are kindly invited to notify the Auction as soon as possible, which will then take the necessary steps to at least temporarily suspend the infringing material, or delete the website.

Monitoring visitor behavior: The Auction uses various techniques to keep track of who visits the website, how this visitor behaves on the website and which pages are visited. That's a common way of working for websites because it provides information that contributes to the quality of the user experience. The information that we register via cookies includes IP addresses, the type of browser and the pages visited. We also collect the user's email address if the user has previously entered this, for example by asking questions on the website, by communicating via email, by accessing a limited part of the website, etc., we monitor where visitor's first visit the website and from which page they leave. We keep this information anonymously and it is not linked to other personal information.

Our use of collected data: In order to enable the provision of information by the Auction to the visitor of the website, the user may be asked to provide personal data such as name, e-mail address or telephone and fax number by which the user is identified is going to be. The Auction needs this information in order to provide its services, obtain billing information, or answer questions for information or, if necessary, to inform the user of exceptional values. The Auction respects the privacy of this personal information and has built in sufficient safeguards to protect this information.

Registration Form: The Auction can process personal data about you, because you use the services of the Auction, and / or because you provide this to the Auction yourself when filling in a registration or contact form on the website. The Auction can process the following personal data:



Your first and last name
Your company name
Your address details
Your telephone number
Your date of birth
Your email address

Cookies: We collect data for research in order to gain a better insight into our customers, so that we can tailor our services accordingly. This website uses “cookies” to help the website analyze how users use the site. The information generated by the cookie about your use of the website can be transferred to secure servers of the Auction or those of a third party. We use this information to track how you use the website, to compile reports on website activity and to provide other services related to website activity and internet usage. Services used include: Google Analytics (Google), Google Adwords conversion tracking (Google), AdWords Remarketing (Google). We place these cookies to collect information about the pages that users visit on our website, to keep track of how often visitors come back and to see which pages are doing well on the website. We also keep track of what information the browser shares. Our websites use the following cookies (but are not limited to them):

Indispensable or technical cookies (necessary for the operation of the website)
Statistical or analytical cookies (including recognizing and counting the number of visitors)

Functional cookies (including improve the user’s experience by, for example, remembering the language)

Performance cookies (including how the website is used by the users)

Commercial cookies (including collecting data about the profile of the users) cookies (including Tracking Google Analytics)

The storage period of the cookies varies according to their type.

Purposes: We do not collect or use information for purposes other than the purposes described in this privacy policy unless we have obtained your permission in advance. In addition, we may also collect and process data for one of the following purposes:

Ensuring the management and control of the execution of the services offered

Sending and following up orders and invoicing

Sending promotional information regarding the products and services

Answering questions from users

Realizing statistics

Improving the quality of the website and the products and/or services

Forwarding information regarding new products and/or services

Direct marketing purposes

Indirect marketing purposes

Allowing the user’s interests to be more identified

Third Parties: The recipients of the data collected and processed are, in addition to the employees themselves or other subcontractors, the carefully selected commercial partners who cooperate in the commercialization of the products or the provision of

services. Furthermore, the information will not be shared with third parties unless requested to do so and you have given your explicit consent (via active opt-in). In some cases, the information can also be shared internally. Our employees are obliged to respect the confidentiality of your data.

Changes: This privacy statement is tailored to the use of and the possibilities on this site. Any adjustments and/or changes to this site may lead to changes in this privacy statement. It is therefore advisable to regularly consult this privacy statement.

Choices for personal data: We offer all visitors the opportunity to view, change or delete all personal information that has been provided to us at that time. If this is not directly possible by the visitor via the website, he can at all times contact us via the Contact page after which the request will be processed. This is of course only possible after the user has verified his identity by adding a copy of his identity card. The Auction may demand payment from the user of all reasonable costs, based on the administrative costs for each additional copy requested by the user. If the user submits this question electronically, the information will also be delivered electronically, unless the user wishes otherwise.

Right to correction: By means of a written, dated and signed request, the user can, after verifying his identity by adding a copy of his identity card, request the correction of his personal data free of charge if they contain errors, are incomplete or irrelevant, as well as request that his details be supplemented if they prove to be incomplete.

Duration of the storage: The Auction only collects the personal data in the period that is reasonably necessary to achieve the set goals and in accordance with the legal and regulatory requirements.

Disable cookies: Most browsers are set by default to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some functions and services on our and other websites may not function properly if cookies are disabled in your browser.

Questions and feedback: We regularly check whether we comply with this privacy policy. If you have any questions about this Privacy Policy, please contact us.

Note on Height of Horses:

S = < 1.63m.

M = 1.64m. up to 1.67m.

L = > 1.68m.

S = < 16 hands.

M = 16 hands ½ in up to 16 hands 2 in.

L = > 16 hands 2 in.