

MM AUCTION SERVICES, LLC'S REPOSITORY CONDITIONS

TERMS, CONDITIONS AND PROCEDURES BINDING UPON CONSIGNORS AND BUYERS

1. OVERVIEW:

MM Auction Services, LLC/Premier Horse Sales has established a Repository where Consignors may deposit X-rays for inspection by prospective buyer's registered veterinarians. The deposit and inspection of X-rays, and access to the Repository are subject to these Repository Conditions and the Standard Conditions of Sale.

Submission of repositories by all consignors and all lots are required.

The use of the repository viewing is voluntary and is recommended for use by veterinarians familiar with interpretation of equine X-rays. It is designed to assist Buyers via their registered veterinarians in assessing lots of interest to them. The consignor has instructed that access to X-rays will be restricted to registered veterinarians, unless the consignor specifically instructs otherwise in writing.

Immediately upon the fall of the hammer access to X-rays within the repository will be restricted to the Consignor of that Lot sold, unless otherwise instructed by the consignor in writing.

Words or terms, where not defined in these Repository Conditions, will be deemed to have the meanings attributed to them in the Standard Conditions of Sale.

Minimum of 4 X-rays taken strictly in accordance with the specifications detailed in the minimum requirements list below and marked "Appendix A". All images must be submitted in DICOM format to ensure the integrity of the veterinary medical record.

To discuss further, contact MM Auction Services, LLC. Phone ~ 877-725-3636 or email info@mmauctionservices.com

2. X-RAYS TO BE ACCEPTED TO THE REPOSITORY:

X-rays must not be submitted any earlier than 30 days prior to the commencement of the sales and delivered to the Premier Horse Sales Repository no later than 12.00pm, 5 days prior to the commencement of the sale. X-rays delivered to the Premier Horse Sales Repository later than this date may result in the horse being sifted from the sale. Minimum of 4 X-rays taken strictly in accordance with the specifications detailed in the minimum requirements list attached in "Appendix A".

X-rays should be uploaded online only and within 30 days of sale date by submitting veterinarian.

5. OBLIGATIONS OF CONSIGNORS:

The Consignor must insure the delivery of the X-rays to Premier Horse Sales at the Repository no later than 12:00pm, 5 days prior to sale day.

No X-rays will be accepted by MM Auction Services LLC/Premier Horse Sales subsequent to the stated dates and times.

The X-rays must have contained within the film of each radiograph the name of the veterinarian or clinic, date, registered name, lot number, and consignor name.

MM Auction Services LLC acknowledges that the Consignor, in the absence of written instructions to the contrary, will only allow access to the X-rays to registered veterinarians.

Subject to Premier Horse Sales/MM Auction Services LLC's right to retain possession of the X-rays for whatever reason and for so long as MM Auction Services chooses, Premier Horse Sales will allow the Consignor or his nominated agent in writing, to collect or request deletion of the X-rays from the Repository after the expiration of 30 days from the last day of the Sale. If no collection or deletion request is made, the X-Rays may be archived for an undefined period until storage space is required. The repository is not a long term storage solution, it is designed to store for a short time for reference for assisting in the sales process.

6. OBLIGATIONS OF BUYERS (INCLUDING THEIR AGENTS):

Each veterinarian desiring to inspect the X-rays on behalf of their Buyer client, must first sign the Repository Registration Form and Repository Sign Out Notice and Agreement.

No person may remove the X-rays from the Repository, or, copy or reproduce or attempt to copy or reproduce the X-rays, without the prior written consent of the owner thereof.

A person registered to inspect the X-rays, may only inspect one set of X-rays at any one time.

Persons inspecting the X-rays shall not collaborate with or advise others who are not their client(s) (i.e. potential Buyers) when evaluating the X-rays. A veterinarian may however consult with another veterinarian in order to obtain a second opinion if needed.

The repository is designed for use by registered veterinarians on behalf of their Buyer clients. Access to a Consignor's X-rays may be declined to non-veterinarians or unregistered veterinarians.

Any registered veterinarian representing a buyer will also:

- Act ethically and professionally and with due regard to the interests of MM Auction Services LLC, Premier Horse Sales, the Consignor, and the Buyer.
- Retain as confidential for the Buyer he is representing on inspection, the information obtained from inspection of the X-rays with respect to each Lot.
- Acknowledge that MM Auction Services LLC nor Premier Horse Sales does not warrant the accuracy, authenticity or completeness of the X-rays.

7. LEGAL NOTICE BINDING UPON ALL PARTIES INTERESTED IN THE SALE OR PURCHASE OF LOTS DURING PREMIER HORSE SALES

The maintenance of the Repository by MM Auction Services shall not vary, or be deemed to vary, in any way any of Premier Horse Sales Standard Conditions of Sale contained in the Sales Catalogue which shall continue to be binding upon all parties.

Each Buyer is encouraged to instruct his registered veterinarian to inspect the X-rays for each Lot and physically inspect each Lot prior to the purchase thereof. As provided in the Standard Conditions of Sale contained in the Sales Catalogue, each Lot purchased is purchased, at the fall of the hammer, with all defects and deficiencies, latent and patent, subject to the exceptions set out in the said Standard Terms and Conditions of Sale, or, announced prior to the auction of a Lot.

8. CONSIGNOR'S ACKNOWLEDGMENTS AND WARRANTIES:

The Consignor acknowledges that he has been required by MM Auction Services LLC to provide X-rays with respect to each Lot offered for sale by the Consignor.

The Consignor warrants that the X-rays provided to MM Auction Services LLC will be certified as originals by a registered veterinarian and will meet all the requirements set out in the Repository Conditions.

The Consignor warrants that he has the right to use the X-rays and irrevocably authorizes MM Auction Services LLC to hold the X-rays at the Repository and to release the X-rays for inspection by prospective buyer's registered veterinarian prior to the Sale as provided in the Repository Conditions.

The Consignor acknowledges that MM Auction Services LLC may vary, at any time, without notice, the Repository Conditions, the Repository Registration Form and Agreement.

The Consignor acknowledges that, once the X-rays are deposited at the Repository, the Consignor must not remove the X-rays from the Repository, nor, deposit any additional material or information with the X-rays.

9. BUYER'S ACKNOWLEDGMENTS AND WARRANTIES

The Buyer acknowledges that the MM Auction Services LLC/Consignor may, for whatever reason, refuse inspection by the Buyer or his agents of the X-rays, and, specifically acknowledges that the Consignor has instructed that access to the X-rays be restricted, in the absence or written instructions to the contrary, to registered veterinarians.

The Buyer acknowledges that it is his sole responsibility to determine the quality, accuracy and completeness of the X-rays and to obtain independent advice with respect thereto from a registered veterinarian.

The Buyer acknowledges that any Consignor may, in his absolute discretion, determine not to provide X-rays for a Lot, and, accordingly the Buyer will purchase such Lot with all defects, if any, latent and patent, and otherwise subject to the Conditions of Sale.

The Buyer acknowledges that MM Auction Services LLC may vary, at any time, without notice, the Repository Conditions, the Repository Registration Form or the Repository Sign-Out Notice and Agreement.

10. CONSIGNOR'S/BUYER'S ACKNOWLEDGMENTS AND INDEMNITIES:

The Consignor and the Buyer acknowledge and accept that neither MM Auction Services nor Premier Horse Sales will review the X-rays and therefore makes no warranty or assurance of any kind concerning the authenticity, quality, accuracy or completeness of the X-rays, the responsibility for which lies with the Consignor.

The Consignor and the Buyer acknowledge and accept that the depositing and inspection of the X-rays, and, the use of the Repository, will not vary or amend the terms of these Conditions of Sale which shall continue to be binding upon the Consignor and the Buyer, nor does such deposit, inspection or use create any additional express or implied warranties upon which either the Consignor or the Buyer can rely, other than those allowed by statute or law.

The Consignor and the Buyer acknowledge and accept that neither MM Auction Services LLC nor Premier Horse Sales will be liable for any claim, damages, liability, actions, demands or losses whatsoever in the event that the X-rays are of poor quality, inaccurate, invalid or incomplete.

The Consignor and the Buyer acknowledge and accept that the sale and purchase of a Lot is effected on the fall of the hammer pursuant to the Conditions of Sale and, subject to the Conditions of Sale, the Buyer purchases each Lot subject to all faults and defects, latent and patent. The Consignor acknowledges and accepts that the MM Auction Services LLC will be entitled to its commission immediately upon the effecting of the sale (subject to the Conditions of Sale) and the Consignor's obligation to pay the commission will stand notwithstanding any subsequent dispute between the Consignor and the Buyer.

The Consignor and the Buyer acknowledge that the Consignor has instructed MM Auction Services LLC to restrict access to the X-rays, in the absence of written instructions to the contrary, to registered veterinarians.

11. MM AUCTION SERVICES LLC/PREMIER HORSE SALES ACKNOWLEDGMENTS AND OBLIGATIONS:

MM Auction Services LLC will, at their cost, construct and make available the Repository for use by the Consignor, the Buyer and the Buyer's registered veterinarian in accordance with these Repository Conditions and the Standard Conditions of Sale.

MM Auction Services LLC will make the Repository available to receive the X-rays from the Consignor, and, make available the X-rays for inspection, in the absence of written instructions from the Consignor to the contrary, by the Buyer's registered veterinarian subject to these Repository Conditions and the Standard Conditions of Sale.

Subject to MM Auction Services LLC's right to retain possession of the X-rays for whatever reason and for so long as MM Auction Services LLC chooses and subject to the clauses above, MM Auction Services LLC will allow the Consignor or his nominated agent in writing, to collect the X-rays from the Repository after the expiration of 30 days from the last day of the Sale;

MM Auction Services LLC has required each Consignor of a Lot to provide X-rays of each Lot in accordance with the Repository Conditions but will not be liable for any claim, damages, liability, actions, demands or losses whatsoever, from the Consignor, Buyer or any person or party by virtue of the fact that a Consignor elects not to provide X-rays with respect to any Lot.

The Consignor will, in accordance with the Repository Conditions, be entitled to inspect a register, kept for that purpose, of any party who has inspected the X-rays of a Lot submitted by that Consignor.

MM Auction Services LLC act as agents only for the Premier Horse Sales.

Appendix – A

MINIMUM REQUIREMENTS FOR REPOSITORY

1. LEFT FORE FOOT DP
2. LEFT FORE FOOT LATERAL
3. RIGHT FORE FOOT DP
4. RIGHT FORE FOOT LATERAL
5. PHYSICAL EXAM FORM
 - a. EYE CERTIFICATE

NOTE: PROTOCOLS & LABELLING

Standard markers for X-rays are always lateral unless there is no lateral aspect, and then they are placed anteriorly. For oblique views, the marker is located posteriorly on a (DLPMO) lateral oblique and anteriorly on a (DMPLO) medial oblique. For an AP view, the marker is located laterally and for a lateral view, the marker is located anteriorly.

Included within the film of each radiograph (X-ray) must be the name of the veterinarian or clinic, date, registered name, lot number, and consignor name.

- A Consignor may also deposit any additional x-rays as well as relevant surgical reports or other information for each Lot that has undergone surgical intervention prior to sale.