2022 Nutrien Classic Select Sale

NUTRIEN AG SOLUTIONS (ACN 008 743 217) NUTRIEN TERMS & CONDITIONS OF SALE

1. The 2022 Nutrien Classic Sale will be conducted under the standard ALPA Terms & Conditions, which are available on our website and will be available in the 2022 Sale Catalogue and at AELEC.

2. Commission on the sale price (8% + GST) will be payable by the vendor to the Auctioneer in respect to each lot catalogued and sold. This commission is payable in full on the day of the 2022 Classic, whether sold at Auction or by private treaty.

3. Nutrien does not accept liability for any accident, damage, injury to horses, riders, beasts, ground spectators or any other person/property whatsoever.

4. Nutrien does not guarantee that cattle will be available on the day of sale or for "pre-work" purposes.

5. Any horse entered in the 2022 Classic Sale will be nominated for a "SELECT" catalogue, where Nutrien may choose to restrict the number of entries. Horses will be chosen on a combination of both breeding and performance. Nutrien's decision in such will be final.

6. Nutrien reserves the right to alter the sale and/or competition program at any time without prior notice.

7.
a. Any person involved with handling a horse within the perimeter of the grounds at the 2022 Classic including (but not limited to) strapper, handler, trainer or rider does so at their own risk and must complete a waiver.
b. An equestrian helmet approved by the Australian Standards Association or international equivalent, with a chin strap securely fastened, must be worn by all riders/competitors under 18 years of age when riding within the perimeter of the grounds, not just in the sale ring.

Pre-purchase Inspection

8. All prospective bidders have the opportunity to, and are urged to personally and thoroughly inspect any horse prior to bidding. Buyers are solely responsible for the adequacy and extensiveness of such inspection.

9. Purchasers have the right to request pre-sale x-rays of specific lots they are interested in; however these must be performed at a reasonable time prior to sale and at the prospective buyer's expense.

Vendor Warranties

10. Vendor warrants their personal details provided at time of nomination are current, correct and complete; including contact details, GST status and details for proceeds payment.

11. Vendor warrants the horse information provided at time of nomination is current, correct and corresponds with the details on the horse's registration certificate, i.e. sex, date of birth, colour, brands, markings etc.

12.
a. Owners are advised to review the relevant society (AQHA or ASHS) regulations relating to Horse Identification, obtainable from the relevant society – in particular the verification of brands and marking discrepancy.
b. As a condition of entry, all sale horses will be inspected independently and approved for sale by the respective breed society prior to pre-works. Any horse that is not fully endorsed by the society will not be permitted for sale.
c. All horses must be made available for veterinary inspection prior to sale, if required.

Sale Entry Requirements

13.
a. All horses offered for sale at the 2022 Classic must be either a registered Australian Stock Horse or a registered Australian Quarter Horse.
b. No foal recorded horses or A.S.B. (breeding purposes only) horses will be accepted.
c. Horses with performance horse registration status as per the AQHA will be considered for acceptance into the 2022 Classic, based on individual merit.
d. All imported horses must be registered with the AQHA or ASHS to be eligible for sale.
e. The age of the imported horses will be calculated according to the Southern Hemisphere breeding calendar.
f. All stallions or colts aged 3 years and over at the time of sale, must be Sire Registered and DNA recorded.
g. Any horses accepted as a colt cannot be sold as a gelding.
h. There will be a limit of one 2 year old male nomination per vendor.
i. Any mare joined or pregnancy tested in foal is ineligible to be nominated in the 2022 Classic Sale.
j. Horses must be fully registered prior to nominating for sale. If the horse's registration has not been finalised, the selling agents cannot and will not accept the entry form.

14. Horses may be rejected from the 2022 Classic Sale if the following conditions are not complied with:
a. Original registration papers & signed transfers must be provided when presenting horses for inspection.
b. Markings and brands described on the registration certificate must be clearly visible and identical to the horse presented at inspection.
c. The horse must be in suitable condition to be offered for sale at the discretion of either the breed society inspectors or the selling agents. Nutrien reserve the right to request veterinary inspection and/or treatment of any lot, at their discretion.
d. The horse is to be presented free of undesirable characteristics and conformation faults (as per AQHA & ASHS regulations, obtainable from the relevant breed society).
e. Where the vendor has retained semen or embryos, these details must be disclosed by the vendor to the Auctioneer prior to the sale of the lot. The Auctioneer will announce these details at time of sale.
f. The vendor must disclose any nonstandard medical procedure (excluding general dental, castration and branding). Non-disclosure may result in the sale being rescinded. Horses with no disclosures or vet certificate to state otherwise may be nominated for drug testing. Vet certificates must be handed into the office within a reasonable period prior to auction.
g. Vendors carry sole responsibility for informing their auctioneer/s of any faults, defects or existing conditions affecting sale horses to ensure accurate disclosures can be made during pre-works and at time of sale.

15. Performance notes are compulsory for all open aged horse nominations (horses aged five and over).

16. Nominations will not be accepted unless accompanied by the entry fee ($660 inc. GST per horse).

17. The name of the registered owner must correspond with that of the vendor. Nominations of horses that have not been transferred to the vendor's name at time of entry will not be considered.

Post Sale Claims

18. Any post sale x-ray or vet checks will not be grounds for reversal or rescinding of sale. Any post sale disputes as a consequence of subsequent results will be strictly a matter between vendor and purchaser. If a sale is reversed or rescinded, Nutrien reserves the right to retain the commission for the sale.

Eligibility for Nutrien Classic Campdraft

19.
a. Any horse sold at a prior Nutrien Classic Sale that is sold by any other means other than at a Nutrien Classic Sale will not be eligible to compete in any Nutrien Classic Campdraft.
b. Horses purchased at the 2022 Nutrien Classic Sale will not be eligible to enter the 2022 Nutrien Classic Campdraft.

20. A horse which has been inspected and later becomes unable to be offered through the sale ring, will still be eligible for all incentives, provided the sale is submitted to the Nutrien Sale office within one hour of the last sale horse being offered at auction in the 2022 Sale event.

21. Chances to compete in the 2023 Nutrien Classic Campdraft

August 2017-2018 drop (4)	**1 year eligible**
August 2018-2019 drop (3)	**2 years eligible**
August 2019-2020 drop (2)	**3 years eligible**

Open aged horses in the 2022 Classic

Open aged horses in the 2022 Classic Sale will be August 2016-2017 drop (5) or older.

2022 Nutrien Sale Horse Drug Policy

IMPORTANT - Nutrien Sale Horse Drug Policy

All horses being offered at the Nutrien Classic Sale are offered subject to a No Prohibited Substance rule (unless accompanied by a current vet certificate stating that the horse has been treated for a minor injury with analgesics or anti-inflammatory drugs*).

This means that no Prohibited Substance is to be administered to the horse in the time before the sale such that it, or any ingredient or metabolism of it, might be present in the horse, might be detectable in its blood, saliva and/or urine samples, or might have any effect on its performance at the time of the sale.

1.

a. In relation to the Nutrien Classic Sale the purchaser or selling Agent, at the fall of the auctioneer's hammer, may request a blood sample be taken from the subject horse.
b. Any test that returns a POSITIVE result will then be retested, using the horses "B" sample.
c. Any costs associated with a second positive test will be at the expense of the VENDOR.
d. Any horse found to test positive to a restricted substance will result in the sale being terminated, if requested by the purchaser.

2. A "prohibited substance", is anything that contains an ingredient that acts as a stimulant, depressant, tranquilliser, local anaesthetic, psychotropic (mood and/or behaviour altering) substance, or drug which may affect the performance of the horse and/or may interfere with the prohibited substance testing process.

3. In the event of a sale horse returning a positive test to any banned substance, the following penalties will apply to the vendor and/or any handler or interested party.

i. 1st offence – 13 month ban
ii. 2nd offence – 5 year ban
iii. 3rd offence – 10 year ban

4. By entering a horse in the catalogue for sale at the Nutrien Classic Sale, you hereby agree that horses will be taken at random for testing for any prohibited substance. Nutrien will, at its expense, after the fall of the hammer test a number of horses and will report any relevant findings from those tests on the Nutrien LIVE website within thirty days from the last day of the sale.

*All vet certificates must include a statement that the horse is fit for sale, the reason(s) for administering the drug, the drug administered, the dose, the route of administration and the date & time the last dose was administered. A certificate must be dated within 7 days of the sale date and must be received at the Nutrien sale office no later than 7.30am on Thursday, 3rd February 2022. A vendor offering a treated horse for sale do so with an unconditional guarantee of soundness, with a cooling off period of 30 days after the last day of sale.
Any horses sold under this condition may have proceeds held by the selling agent in the Nutrien Operations Limited Trust Account, until such time as the cooling off period has been completed.

Nutrien Privacy Policy

Nutrien Operations Limited collects, uses, discloses and handles personal information in accordance with the Privacy Act 1988 (Cth) and its privacy principles (as amended from time to time).
Please see Nutrien privacy policy available at **www.nutrienequine.com.au** for information about privacy processes.

I _____ acknowledge and accept the above terms and conditions for the

2022 Nutrien Equine Classic Select Sale

Signature: _____ Date:_____