

TERMS AND CONDITIONS OF THE SALE

Thank you for attending the 2026 Diamond-McNabb Ranch Horse Sale. Please be aware of the following Terms and Conditions of the Sale, which will apply to all sales and which provisions are deemed accepted in their entirety by all prospective attendees, bidders and buyers.

1) Inspection. All horses will be made available for viewing and inspection prior to sale. PLEASE EXAMINE HORSES PRIOR TO BIDDING. All horses will have passed a basic veterinary exam prior to entry in the sale. Although efforts have been made to assure accurate representations of the horses' current condition, history and performance record, all horses are sold "**as-is,**" except as otherwise expressly stated herein. From time to time, there will be announcements made during the sale that will modify the written description in the Catalog, or to make note of a minor injury like a scratch or bruise that occurred prior to sale. Please listen closely to these announcements, as they are included in the accepted "**as is**" condition of a purchased horse.

2) Representations. EXCEPT TO THE EXTENT EXPRESSLY STATED HEREIN, DIAMOND-MCNABB AND INVITED CONSIGNORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THESE:

- a. Good title to the horse is held by Seller and will pass to Buyer.
- b. The horse is sound of limb, heart, eyes and wind as of sale day. See section on soundness guarantee for full explanation.
- c. The horse is not a cribber.
- d. The horse is accurately described as to age and sex. In the case of stallions, this means that both testicles are descended on sale day.
- e. The horse has passed a Coggins test (obtained a negative result) in the 12 months prior to sale day. Coggins papers will be given to Buyer upon payment.

3) Bidding and Sales. The Sale is complete, and the risk of loss and responsibility for the horse pass to Buyer, when the gavel knocks.

1. The Buyer is the highest bidder as recognized by the Auctioneer. If the Auctioneer believes a legitimate dispute may exist between multiple bidders, the horse will immediately be opened to further bids from those bidders in dispute only. If no higher bid is made, the horse will be sold to the high bidder who was last recognized by the Auctioneer. The decision of the Auctioneer will be final.

2. All Diamond-McNabb horses will sell unless withdrawn prior to entering the sale ring, subject to the following:

- a. A minimum bid of \$2,000 will be imposed at the Sale. Minimum bids will apply to horses age 4 and older. Any horse age 4 and older that receives no bid of \$2,000 or more will remain the property of the seller. Sellers reserve the right to no-sale and retain ownership of horses 3-years-old and younger at any bid price, providing they do so before leaving the sale ring.
- b. Please see also item 9 regarding younger horses.

3. If payment is not made by Buyer, then Seller and/or Diamond-McNabb may pursue any legal remedy, including enforcement of the transaction by specific performance.

4. The Buyer grants Seller a security interest in the horse until such time as payment in full has been received by Seller. Title may be withheld by Seller until payment in full has been received.

4) Payment. Payment for all horse purchases and any related fees should be made to Diamond-McNabb, LLC. Personal checks, money orders, cashier's checks and some major credit cards (a surcharge of 3% will apply) are accepted. Please have personal identification available. All payment will be made in U.S. currency.

1. AQHA, APHA and other registration paper transfers will be the responsibility of the buyer. Original registration papers and a signed transfer will be mailed to the buyer after expiration of the Good Fit Guarantee.
2. For any payments returned by the bank or paying institution, Buyers will pay a return processing fee of \$50.

5) Guarantees of Soundness and Good Fit. Diamond-McNabb, LLC wants to run an honest sale of quality horses. In an effort to help responsible Buyers obtain the right horse for themselves, we offer the following limited Guarantees.

1. All horses will have a Soundness Guarantee (limb, heart, eyes and wind) for 48 hours after the gavel knocks. Soundness is defined as normal breathing, clear vision and no limping. In the event of unsoundness of limb, heart, eyes, or wind, Buyer must provide notice to Diamond-McNabb, LLC within the 48 hour period. After Buyer returns the horse and its condition is verified and the return is approved by Diamond-McNabb, LLC, Buyer will receive a full refund of the purchase price. Unsoundness will constitute a limp, unclear vision or unclear breathing as determined by Diamond-McNabb. Diamond-McNabb does not accept returns under the soundness guarantee based on a post-purchase exam, comment or opinion of your veterinarian or any other individual, but maintains full authority to determine whether the horse is limping or unclear of vision or wind upon the horse's presentation to our management staff within 48 hours of the sale.
2. ***All horses age 4 and older will have a Good Fit Guarantee from the time the gavel knocks until 8:00 PM MDT on June 30, 2026.*** In the event that a Buyer is dissatisfied with the horse's performance (not soundness) during that distinct guarantee period, he or she may contact Diamond-McNabb, LLC during that guarantee period and return the horse for credit toward our sales within the following year, subject to the following:
 1. The horse must be delivered to Diamond-McNabb within 72 hours of approval to return the horse, and must arrive in sound condition with mane and tail fully intact as sold.
 2. Sale credit will be given up to the amount of the purchase price (excluding service fees, taxes and registration fees, if any) of the horse returned.
 3. Sale credit must be used in the following Online Fall Sale (September 14-16, 2026) or the following Spring sale (June 5, 2027) and may not be carried forward to future years.
 4. Sale credit is not transferable to other parties.
 - i. Unused sale credit will not be refundable by Diamond-McNabb, LLC whether a new horse is purchased or not.
 - ii. For example, if a Buyer acquires a horse in 2026 for \$10,000 and returns it under this guarantee, and subsequently purchases a horse in 2027 using sale credit with a winning bid of \$8,000, the Good Fit Guarantee is completed; no further credit or refund will be due.

Notwithstanding anything to the contrary in this section 5, Diemer True or Ken McNabb shall retain sole discretion and final authority to determine whether any claim under the Soundness Guarantee and the Good Fit Guarantee will be approved.

6) Attendee Risks. Attendees agree that they are present on the premises and attend the sale at their own risk, and assume all liability and risk. Hazards associated with horses, weather, group gatherings and numerous other conditions are unavoidable and accepted by attendees. Neither Diamond McNabb, LLC, Diamond Land & Livestock, LLC, Diamond Ranches, LLC, Ken McNabb Horsemanship, LLC, the Auctioneer, nor any other sponsor, vendor nor

supplier shall have liability for accidents or injuries to person or property that occur on the premises or that are associated with inspections or attending the sale.

7) Exclusive Sale, No Alley Trading. The premises are for the exclusive use of the Diamond-McNabb Ranch Horse Sale. No other horses will be permitted on the grounds; any horse found on the grounds will be subject to going through the sale ring, and incurring a sale commission and a catalog fee, plus an unconsigned selling fee of \$250.

8) Miscellaneous. These Terms and Conditions shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Wyoming. Venue for any action between the parties shall be in the Seventh Judicial District, Natrona County, Wyoming. Time is of the essence in the performance of the rights, remedies and obligations contained herein. These Terms and Conditions contain the entire understanding of the parties and supersede all previous and contemporaneous statements, negotiations, agreements, representations or understandings, whether written or oral.

9) Production Horse Amendments. The following two conditions apply to all sale horses age 3 years and younger only:

- i. The Seller may “no-sale” or “pass-out” the horse, electing to retain the horse rather than sell it, if he does so before the horse leaves the sale ring.
- ii. Neither Diamond-McNabb nor other Sellers will offer a Good Fit Guarantee on these young horses. They may not be returned under this Guarantee.

Additional Notice:

Please be aware that Wyoming law recognizes that there is “inherent risk” associated with equine and recreational activities, and that risk is assumed by the participant.

“Any person who takes part in any sport or recreational opportunity assumes the inherent risks in that sport or opportunity, whether those risks are known or unknown, and is legally responsible for any and all damage, injury or death to himself or other persons or property that results from the inherent risks in that sport or recreational opportunity.”

WS 1-1-121, 122 and 123.