



ARQANA REPOSITORY TERMS & CONDITIONS OF USE

I) INTRODUCTION:

- a) Arqana has set up an online repository on which a Vendor may upload x-rays and capsule endoscopies of his/her horses, through the intermediary of his/her veterinary surgeon. Unless otherwise indicated by the Vendor, the horse's study is made available to the veterinary surgeon representing the potential Buyer. The veterinary surgeon must have pre-registered with Arqana.
- b) Use of, and access to, the repository is reserved exclusively to veterinary surgeons who have pre-registered and been listed by Arqana. The veterinary surgeon must, consequently, have completed the Arqana Repository Registration Form and had his/her application approved.
- c) The veterinary surgeon using the repository shall only do so if mandated by the Buyer and/or Vendor beforehand.
- d) The Vendor, Buyer, veterinary surgeon using the repository are fully aware and accept that Arqana does not, under any circumstances, guarantee the authenticity, completeness, quality or accuracy of the veterinary study uploaded onto its online repository. As a consequence, Arqana shall not, under any circumstances, accept liability for a study which is incomplete, non-conform, of poor quality or does not correspond to the horse in question.
- e) The Vendor, Buyer, veterinary surgeon accept that Arqana may alter, at any moment and without prior notification, the terms and conditions of use of the repository, the terms and conditions of registration and the structure and/or functioning of the repository.
- f) Telephone calls and photographs are not permitted in the repository room.

II) VETERINARY STUDIES AND CONFORMITY

a) Dates

X-rays and capsule endoscopies made available on the repository must not be more than 30 days old on the date of sale of the horse in question.

Veterinary studies may be submitted up to 30 days, and no later than four days (at 4:00pm), prior to the sale. For example, the study for a sale due to take place on 10 March must go online before 6 March, 4:00pm.

It is possible to apply to Arqana for a prolongation in order to submit a late study, however, permission shall only be granted at Arqana's discretion.

Consultation of veterinary studies may only commence on the arrival of the horse at sales complex.

b) Veterinary Protocols



X-rays shall only be accepted in DICOM format on the repository.

Studies submitted for release on the repository must follow the veterinary protocol defined for each sale in accordance with the category of the horse in question.

- X-ray protocol for yearlings: Appendix A
- X-ray protocol for horses in training: Appendix B

Each study must include at least the minimum number of X-rays and views as defined by the relevant veterinary protocol of the prospective sale.

Any study which does not include the minimum number of images required by the relevant veterinary protocol for the sale in question, shall not be uploaded onto the online repository.

c) Authentication of X-Rays

In the interests of traceability, X-rays for every horse must indelibly indicate the name of the veterinary practice or the veterinary surgeon who took the x-ray, the date, the name of the horse or of its dam, its year of birth and its lot number.

Microchip numbers are provided by Arqana for each lot on the repository. However, it is up to the veterinary surgeon submitting a study to check the identity and the correspondence between this microchip number and the one of the horse whose study is submitted. Arqana shall not, under any circumstances, accept liability for a mistake on the microchip number listed on its repository.

d) Uploading a study

The study can only be uploaded by a veterinary surgeon duly authorised by the Vendor of a particular lot.

The veterinary surgeon may go online on www.arqana.com/repository_vet.html and upload the study directly and securely on Arqana's repository or it may be uploaded via Arqana's network by appointment on the premises in Deauville.

Once online and validated by the veterinary surgeon who has submitted it, the study can no longer be deleted or modified. There is the possibility, on request, of it being completed with further images or a veterinary certificate although this shall be subject to the addition being notified to all veterinary surgeons who have already consulted the study.

Once online, the veterinary study may be consulted by all veterinary surgeons listed and approved for use of the Arqana repository.

During the introduction phase of its repository, Arqana may exceptionally upload studies of horses catalogued on behalf of veterinarians mandated by a vendor, or vendors themselves.

In this case, Arqana declines all responsibilities in the event of mistakes or misplacements during the upload of the study.

Moreover, the authenticity, completeness, quality or accuracy of the veterinary study uploaded remains also in this case the responsibility of the veterinary surgeon mandated by the vendor.



- e) As soon as the hammer has fallen, access to the sold horses' veterinary studies is suspended. However, studies concerning horses which have either been unsold or bought back may continue to be accessed until a private sale is agreed, or until the end of the session.
- f) Arqana reserves the right to conserve a copy of all veterinary studies for a minimum of three months. This period may be extended in the event of post-sale litigation. During the period Arqana has a copy of the veterinary study on file, the Vendor may, on request, obtain a copy of the study previously submitted by his/her veterinary surgeon.

III) VENDOR'S LIABILITY & GUARANTEES

- a) The Vendor acknowledges that he/she has the opportunity to submit a veterinary study for every horse presented for sale.
- b) The Vendor grants the right of use of the veterinary study uploaded onto the Arqana Repository by his/her veterinary surgeon to users of the repository and to Arqana from the time of it being made available to the time of auction, within the limits of the Arqana Repository Terms & Conditions of Use. In the event of a lot being withdrawn or bought back, the veterinary study shall remain available on the repository until the end of the session, unless otherwise requested in writing by the Vendor.
- c) The Vendor confirms that he/she is aware that once a study has been submitted, uploaded and the consultation phase has commenced, it may no longer be modified or replaced. A study may, eventually and upon request only, be completed with the addition of further images or a veterinary certificate, although this shall be subject to the addition being notified to all veterinary surgeons who have already consulted the study.
- d) The Vendor may, by request, ask for the suspension or removal of a submitted study prior to the beginning of the consultation period.

IV) BUYER'S LIABILITY & GUARANTEES

- a) The Buyer confirms that he/she is aware that access to the repository and its contents is strictly reserved to veterinary surgeons and that said veterinary surgeons need to first be registered with, and listed by, Arqana.
- b) The Buyer acknowledges that he/she is aware that the Vendor is under no obligation to provide a veterinary study for every horse presented for sale. Thus, in the absence of a veterinary study and without prior examination of the horse by the Buyer, the latter shall have no recourse against the Vendor for any latent or apparent defect, outside the scope of the Terms & Conditions of Sale.
- c) A veterinary surgeon mandated by the Buyer may only access a veterinary study post sale with the authorisation of the Vendor of the concerned lot.



V) VETERINARY SURGEON'S LIABILITY & GUARANTEES

- a) A veterinary surgeon wishing to access the Arqana repository must first approve the Arqana Repository Terms & Conditions of Use and complete the form entitled "Application for Permission to Use the Arqana Repository".
- b) The veterinary surgeon guarantees that the X-rays, capsule endoscopies and any veterinary certificates provided comply with the veterinary protocol advised for the sale for which the horse is presented and with its category. The veterinary surgeon also guarantees that every veterinary study uploaded onto the repository corresponds to the lot number and the horse presented for sale. In order to do so, he is provided by the software for each lot submitted, before every submission, the lot number, microchip number, name of the sire and dam and name of the vendor.
- c) As required by the profession, the veterinary surgeon guarantees complete confidentiality regarding any study he/she may have consulted on the repository. The conclusions and comments drawn from this information shall be given only to the person(s) having mandated his/her services.
- d) A veterinary surgeon who has consulted a study on the repository shall not collaborate with another veterinary surgeon or third-party advisor (for instance a potential buyer or fellow veterinary surgeon) who has not expressly mandated his/her services. The veterinary surgeon may, however, consult a veterinary study in conjunction with a colleague from his/her own practice with the sole intention of obtaining a second opinion.
- e) The veterinary surgeon who uses the repository undertakes not to attempt to damage, modify or interfere with the correct functioning of the repository or of the material made available for its correct functioning.
- f) The veterinary surgeon undertakes to use the repository in a professional and ethical manner with regard to his/her client(s), the Vendors and Arqana.
- g) The veterinary surgeon who uses the repository undertakes to indicate the name of the person who has mandated him/her when consulting a veterinary study. The veterinary surgeon also accepts to then transmit these details to the Vendor of the horse under examination.
- h) Arqana reserves the right to block and/or suspend the veterinary surgeon's account if he/she does not respect the terms and conditions of use as detailed by this document.

VI) TERMS & CONDITIONS OF SALE

In the event of doubt over the accuracy, authenticity, quality, conformity or completeness of the studies uploaded onto its repository, the veterinary surgeon mandated by the Vendor, and not Arqana, shall be liable. Use of the Arqana Repository falls within the scope of the Terms & Conditions of Sales by Auction, which are included in the catalogue.