

LIMITED WARRANTY

CONSIGNORS warrant that any yearling in the All-American Ruidoso Horse Sale, LLC (AARHS) shall not have been administered any Exogenous Anabolic Steroids, Clenbuterol, Albuterol, or Beta Agonists (prohibited substances).

For the purchaser to avail him or herself of this Warranty, the purchaser agrees to pay AARHS \$500 to cover direct costs and administrative expenses regarding the blood or hair sample being taken. AARHS will then arrange for the Sale veterinarian or Sale representative to obtain a blood or hair sample to be taken immediately after the fall of the hammer and prior to the animal leaving the sale grounds, to be sent to a laboratory selected by AARHS for testing for prohibited substances (PS). Should the post-sale test reveal the presence of a PS at such a level as determined by the testing laboratory that shows that a PS is present in the system of the horse (positive test), the purchaser shall have the right to rescind the purchase of the horse, in which case, the purchaser must give notice to AARHS within 24 hours of notification of the positive test results. If the purchaser chooses to rescind the purchase of the horse as a result of the positive test for PS, AARHS will refund the purchase price which has been held from the Consignor pending the test results. AARHS will give the test results to the purchaser and seller as soon as practical after receiving the results, usually within ten days of the Sale date.

In addition, neither the purchaser or consignor shall have the right, nor shall AARHS have any obligation to conduct testing of a split sample. AARHS's decision concerning the validity of a positive test, supported by the testing laboratory selected by AARHS, shall be fully binding upon the consignor, purchaser, and all other interested parties. In the event any party challenges the AARHS's exercise of discretion, absence of fraud, or bad faith, such party shall be liable for all AARHS reasonable expenses, including without limitation its attorney fees incurred in defending the challenge. Pending the outcome of the test results, the purchaser shall be responsible for all expenses including, but not limited to such items as the \$500 testing fee, veterinarian charges, vanning, insurance, and boarding. Purchaser will be required to exercise due care during the recession period in maintaining and boarding of the horse. The purchaser shall not cause the horse to be materially altered during the recession period.

In the event of a positive test, risk of loss shall remain with purchaser from the fall of the hammer until the consignor has been notified of purchaser's election to rescind the sale at which time risk of loss passes back to the consignor. The consignor shall remain responsible for paying the standard commission and fees, based upon the gavel price, as indicated on the Consignor's Contract and for the testing fee, veterinarian charges, vanning, insurance, boarding, and any other expenses incurred while the purchaser waited for the test results.

In reference to Exogenous Anabolic Steroids, upon the recommendation of the Scientific Advisory Committee of RCI, AARHS will use the 25pg/ml plasma level for quantification as a basis for a positive test, which means an effective ban on using any of the four anabolic steroids, Testosterone, Stanozolol, Boldenone and Nandrolene. Recommended withdrawal times are as follows: Testosterone-28 days, Stanozolol-49 days; Boldenone-130-140 days. Pay special attention to the type of medication used when determining the withdrawal time. In the event that generic anabolic steroids are being used, the withdrawal times may vary. Testing for Clenbuterol, Albuterol, or Beta Agonists will be via the Hair Testing procedure. Furthermore, zero tolerance for Clenbuterol, Albuterol, or Beta Agonists will be the basis for a positive test for these prohibited substances.

The sale of a Thoroughbred or Quarter horse shall be considered an unfair or deceptive act or practice if the Seller(1) knows or has reason to know the horse has been administered a substance that the authority determines has a long-term degrading effect on the soundness of the horse, and (2) fails to disclose to the buyer the administration of such substance.

ALL-AMERICAN RUIDOSO HORSE SALES LLC MAY CONDUCT RANDOM TESTING AT THEIR DISCRETION!