



1. General Information

HJ Sporthorses, LLC, organizes available sale horses from specific trustworthy contacts in Germany to sell to interested American buyers. It sells the horses on the associated website, HJSporthorses.com, and makes no promises concerning the current and/or future condition of the horses beyond what is able to be openly seen and made aware of during the trial process. This is a commission based business and commissions are added on top of the advertised purchase prices of the horses at a 20% rate (10% to American agent and 10% to German agent).

As these horses are sold from their native country in Germany, all purchase prices are advertised and sold in Euros, including the commissions.

Purchase prices do not include transportation to/from quarantines, airports, air transportation, veterinary facilities, etc. This is purchase price alone. If previous x-rays or veterinary records and information is known on these horses, it is included in the information on the individual horse on the website. If x-rays are desired either for the first time or additional films are requested, this will happen solely at the cost of the client/buyer whether or not purchase is made.

The horses are sold as seen and inspected by the veterinarian of the choice of the client. HJ Sporthorses, LLC. and all affiliates exclude any liability for material defects. No liability will be assumed for the horse(s) health status. HJ Sporthorses, LLC. and of its affiliates also accepts no responsibility for discoveries or comments from any veterinarian overseas as clients can choose whom they would like to work with and is hereby encouraged to have their trusted local veterinarian review any and all findings and x-ray films from the attending veterinarian in Germany.

2. Responsibilities of HJ Sporthorses, LLC.

HJ Sporthorses, LLC. hereby warrants that the animal presented on the website is the true and actual animal that will be delivered and received and further warrants that the gender, age/foaling date, color, markings, pedigree as well as all online files, veterinary records or comments, show records, passport information, and all other accompanying information will accurately represent the animal seen online and purchased by the client. The client has the right to all paperwork on said animal after time of purchase and that will be made available to the new owner, (client/buyer), upon the arrival of agreed upon animal in the United States. Beyond assuring that the animal purchased is the animal delivered in the best possible condition, HJ Sporthorses, LLC., its agents, employees, vendors, suppliers, and affiliates, make no assurances or guarantees whatsoever. Any subjective comments made concerning the horse(s) in any way including, impressions of the horses, future ability to achieve or reach certain levels of success, special qualities of the horse(s), temperament, mind, athletic ability(ies), future soundness, future health concerns or liability(ies) are strictly impressions and no guarantees or assurances are made in any way of any of these capacities whatsoever.

Responsibilities of Client/Buyer

Client/buyer agrees to hold HJ Sporthorses, LLC., its agents, employees, affiliates, recommended vendors and suppliers, and all others represented harmless from any and all acts of retribution, including legal retribution, in cases of dissatisfaction for whatever reasons with the explicit exceptions of those responsibilities outlined above. HJ Sporthorses agrees to properly and accurately showcase all horses in their inventory. Beyond that, no guarantees or assurances are made.

Statement of Health-No Guranteed Constitution

Apart from the characteristics as stated in the sales contract, all horses put on the website for sale shall 1) be examined by independent veterinarian of the chosen by the client/buyer before purchase; OR 2) accepted "as-is" understanding there are no guarantees whatsoever concerning health and viability of success as a riding horse.

It is hereby understood that the results of the veterinarian reports, their statements, and evaluations, are independent service offers of these veterinarians. They are not contractual promises of HJ Sporthorses, LLC., its agents, employees, trainers, trial riders, vendors, suppliers, or affiliates in any way.

3. Settlement and Payment

For its activity as a commission agent, HJ Sporthorses, LLC. charges a 20% commission fee. The amount to be paid depends solely on the sale price. Additional charges will be decided upon by the interested party (potential buyer) and agreed to in writing before they are incurred. The payment is due immediately upon incurrence. Invoice can be arranged. In such a case, the amount has to be transferred within three days. All horses sold through HJ Sporthorses, LLC. shall remain the property of the current pre-sale owners until the final balance amount and any additional expenses have been

completely satisfied. No horse will be allowed to leave Germany before all expenses are paid in full and have cleared. All payments must be submitted by means of a bank-confirmed method, either by PayPal, bank issued credit card, or bank issued electronic wire and must be in Euros.

As horses are quite capable of harming themselves or others even when every precaution is taken and with the understanding that even in the best of circumstances and conditions, horses can receive or cause injury or become ill, clients are strongly encouraged to purchase separate intercontinental transportation insurance for their horse(s) during transport as well as major medical and mortality insurance that begins upon arrival in America. Whether or not this is procured, HJ Sporthorses, LLC., its agents, employees, affiliates, recommended vendors and suppliers, and all others taking part in the sale and transport of the horse(s) accept no responsibility for the safety and condition of said horse(s) before, during, or after purchase. Additionally, the client needs to understand that this is a difficult trip on the horses and they often arrive in lesser condition from their departure destination as stress and lessened desire for food and water are part of the experience and are taxing on them. They do recover and most are perfectly fine shortly after the jetlag resolves, however, if a condition were to occur that put their lives in danger, HJ Sporthorses, LLC. and all of its affiliates are to be held harmless and would strongly recommend that immediate veterinary care be pursued by the client at their own expense.

4. Cancellation of Contract

If at the time of transition of ownership, the horse(s) constitution differs considerably from the one mentioned in the bill of sale contract, the current owner of the horse will have to accept a return of the horse, however, once the contract is signed and payment is made, it will be the responsibility of the new owner (client/buyer). Additionally, the client will still be liable for any and all expenses incurred at the request of the client, for example, vet checks, transportation to and from vet checks, fees for trials at the request of the client, drive time for trials, videos, etc.

Effective as of March 1, 2018, these conditions shall apply.