



*Diamond K desires to provide quality horses to the industry, and to that point believes the following will facilitate satisfaction for all parties. The following applies to all employees, owners, and agents that represent Diamond K and supersedes all statements or warranties, implied or otherwise stated:*

Since it is important that due diligence is exercised prior to the sale of a horse or horses, by qualified individuals representing the buyer, all horses are available for viewing and inspection prior to sale. Any horse available for sale by Diamond K will be examined by a qualified veterinary, and the exam shall be made available to qualified buyers. Potential buyers are encouraged to retain an independent veterinary prior to sale to perform any further examination.

**Please inspect horses prior to sale or purchase.**

Neither Diamond K, nor any representative thereof, nor their consultants shall be responsible for any liability whatsoever, including but not limited to the loss, damage, injury, death, or illness of any horse, person, or property before, during, or after a visit to the ranch or a sale.

We represent and warrant to the buyer the following until 1:00 PM (no exceptions) the day after the sale: The horse is sound of eye and wind. The horse will hit the ground sound on all 4 feet. The horse is not a cribber and has not been nerved. This soundness guarantee will apply only to any issues existing prior to sale time and not to issues caused after the sale when the horse is no longer under Diamond K's direct care and supervision. Diamond K's veterinary is the only veterinary qualified to make soundness decisions together with Diamond K. The horse must be returned within 72 hours and its condition verified and approved by the Diamond K veterinary and Diamond K. If approved, buyer will receive credit for the purchase price towards another horse. (No cash returns.)

Buyer are cautioned to pay close attention to any announcements or updates at time of sale, as these announcements take precedence over the printed matter in catalog or online. Every effort has been made to assure the horse has been represented correctly. Diamond K and their representatives are not responsible for errors or omissions, and assume no liability on their part as to any verbal or written statement regarding the horse sold.

Horses are guaranteed to be as represented until 1:00 PM on the 10<sup>th</sup> day after the day of sale. Horses must be delivered to Diamond K in Jackson, Ohio within 72 hours of approval to return the horse, and must arrive in sound condition. Sale credit, no cash returns, will be given up to the amount of the purchase price of the horse returned. Sale credit must be used within 10 months and will not be carried forward. Unused sale credit will not be refundable whether a horse is purchased or not. For example, if you purchase a horse for \$30,000 and return it, then purchase the next horse for \$24,000, the original transaction is completed; no further credit or refund will be due. Diamond K shall retain sole discretion and final authority whether any claim under this guarantee will be approved.

We do not carry insurance for our horses once they are sold.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date