**General Conditions of Sale**

Camelot Stock Horses ABN 58 179 195 246 (**Camelot**)

In these conditions ‘**You**’ means anyone who inspects and/or buys a horse offered for sale by Camelot.

# Inspection

You will rely solely on your personal knowledge, skill and judgment to decide to buy a horse. You acknowledge that Camelot has not limited the length of time or the number of occasions that you may inspect and evaluate a horse before making a decision to buy. You need to be satisfied that the horse is suitable for your purpose and of acceptable quality. You acknowledge that you buy a horse ‘as is’ with all faults (if any).

Camelot does not offer any cooling-off period after you pay any money towards the purchase of a horse.

You acknowledge that a veterinarian is appropriately qualified to investigate and report on any clinical or sub clinical conditions affecting the Horse and that a veterinary examination is prudent and recommended by Camelot. Whether or not you buy a horse subject to a pre-purchase veterinary examination, you acknowledge that you will not and have not relied on any health information from Camelot relating to the Horse and that it would be unreasonable for you to do so anyway because neither Camelot nor its proprietors, employees and agents involved in or connected with the sale of the horse has medical qualifications.

# Risk of Personal Injury

Horses are large and unpredictable and can cause personal injury and death. If you handle and ride a horse, you do so at your own risk. Camelot has not said or done anything to justify any belief that your personal safety can be guaranteed.

# Payment

You must pay the price for the horse (**Price**) in cleared funds by the date agreed**.**

The deposit will be refunded if (and only if) your purchase is subject to a pre-purchase veterinary examination and you inform Camelot in writing no later than 3 days after the examination that you wish the deposit to be refunded. If you request a refund, neither you nor Camelot has any further obligation to the other once the deposit is refunded. If the Price is not paid in full by the due date, you forfeit the deposit and any other money paid to Camelot and the parties are released from future obligations to each other. If you are indebted or liable to Camelot now or in the future, Camelot may apply any money presently or in future owing to you in reduction or extinction of the debt or withhold payment of the money until the liability is quantified and then so apply the money.

Delivery

On receipt of the Price in cleared funds and not before, Camelot will give you the horse, transfer and (if any) registration papers. You must collect the horse within 2 days of Camelot’s request. In default, you must pay Camelot’s ordinary day rate for maintaining the horse plus any third party expenses. You are liable for all costs associated with collection and transportation of the horse. Camelot may detain the horse until all costs and expenses of looking after the horse are paid in cleared funds.

# Ownership

Ownership of the horse passes to you if and when Camelot has received the Price in cleared funds.

# Harm to the Horse

The risk of death, injury and disease of or to the horse passes to you when you pay any money towards purchase of the horse. Camelot will exercise reasonable care of the horse but gives no guarantee that a risk will not occur even if reasonable care is exercised. You must pay the Price even if the horse is harmed or dies. If you want the horse looked after in a special way before you take possession, it must be discussed and agreed with Camelot before you pay any money to Camelot.

# Entire Contract

These conditions, together with Camelot’s standard form offer for sale, contain the entire agreement between you and Camelot relating to sale of the horse. You acknowledge and warrant that you have not relied on or been induced by any oral representation, act, understanding or promise that is not evidenced or recorded in writing and signed by or on behalf of Camelot. Statutory guarantees are excluded to the fullest extent permitted by law.

# General

The law in force in New South Wales applies to Camelot’s the inspection and/or sale and purchase of a horse and any matters arising under or connection with the sale and purchase of the horse. You and Camelot irrevocably and unconditionally submit to the non-exclusive of the courts and tribunals of that state in respect of any dispute and you waive any right that you have to entertain an action or claim being brought in a more convenient forum or to claim that courts or tribunals of New South Wales do not have jurisdiction.

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**Tax Invoice**

Date:

Buyer:

Horse:

Sale price:

Deposit paid:

Outstanding:

No GST

Signed: ….……………………………………….

Paul Davidson

722 Amaroo Rd., Borenore 2800