

MAGIC MILLIONS REPOSITORY CONDITIONS

TERMS, CONDITIONS AND PROCEDURES BINDING UPON VENDORS AND PURCHASERS

1. INTRODUCTION:

1.1 The Auctioneer/Promoter has established a Repository where Vendors may deposit X-Rays for inspection by prospective Purchaser's registered qualified licenced veterinary surgeons. The deposit and inspection of X-Rays, and access to the Repository are subject to these Repository Conditions and the standard conditions of sale set out in the Sale Catalogue relevant to each Sale.

1.2 The use of the Repository is voluntary and is recommended for use by qualified licenced veterinary surgeons familiar with interpretation of equine X-Rays. It is designed to assist Purchasers via their registered qualified licenced veterinary surgeons in assessing Lots of interest to them. The Vendor has instructed that access to X-Rays will be restricted to registered qualified licenced veterinary surgeons, unless the Vendor specifically instructs otherwise in writing.

1.3 Immediately upon the fall of the hammer access to X-Rays within the Repository will be restricted to the Vendor of that Lot sold, unless otherwise instructed by the Vendor in writing.

1.4 Words or terms, where not defined in these Repository Conditions, will be deemed to have the meanings attributed to them in the standard conditions of sale set out in the Sale Catalogue relevant to each Sale, and, where any inconsistency exists between these Repository Conditions and the standard terms and conditions of sale, the standard terms and conditions of sale will take precedence.

1.5 In the event that Digital Radiography is supplied, all Repository Conditions remain including minimum of 36 X-Rays taken strictly in accordance with the specifications detailed in the minimum requirements list below and marked "A" & "B". That all images must be submitted in DICOM format to ensure the integrity of the veterinary medical record.

2. REPOSITORY LOCATION:

As detailed in the respective Sales Catalogue or our Website.

3. HOURS OF OPERATION OF THE REPOSITORY:

Usual business hours in the Jurisdiction or until the end of each day's Sale session.

4. X-RAYS TO BE ACCEPTED TO THE REPOSITORY:

4.1 X-Rays must not be taken any earlier than forty two (42) days prior to the date of sale of the Lot and delivered to the Repository no later than 4.00pm, 4 days prior to the commencement of the sale. X-Rays delivered to the Repository later than this date may not be accepted. Minimum of 36 X-Rays taken strictly in accordance with the specifications detailed in the minimum requirements list attached and marked "A".

4.2 X-Rays should be submitted to the Repository online by the qualified licenced veterinary surgeon appointed by the Vendor.

5. OBLIGATIONS OF VENDORS:

5.1 The Vendor must deliver the X-Rays to the Auctioneer/Promoter at the Repository no later than 4.00pm, four (4) days prior to the first day of Sales.

5.2 No X-Rays will be accepted by the Auctioneer/Promoter subsequent to the stated dates and times.

5.3 The X-Rays must contain within the film of each radiograph the name of the qualified licenced veterinary surgeon or clinic, date, day and year born, sex, brands, Lot number and microchip number. The Auctioneer/Promoter acknowledges that the Vendor, in the absence of written instructions to the contrary, will only allow access to the X-Rays to registered qualified licenced veterinary surgeons.

5.4 Subject to the Auctioneer's/Promoter's right to retain possession of the X-Rays for whatever reason and for so long as the Auctioneer/Promoter chooses, the Auctioneer/Promoter will allow the Vendor or his nominated agent in writing, to collect the X-Rays from the Repository after the expiration of forty two (42) days from the last day of the Sale.

5.5 The Veterinary Surgeons Board of Queensland advises that "X-Rays form part of a qualified licenced veterinary surgeon's records and as per the Veterinary Regulations, records should be kept for a minimum of three years". The Auctioneer/Promoter will only store X-Rays for the purpose of the sale if submitted online. Media supplied that has not been collected by the Vendor or his nominated agent in writing for the mandatory three (3) year period, after which the Auctioneer/Promoter will then destroy the X-Rays media without further notice.

6. OBLIGATIONS OF PURCHASERS (INCLUDING THEIR AGENTS):

6.1 Each qualified licenced veterinary surgeon desiring to inspect the X-Rays must submit a signed Repository Registration form

6.2 No person may remove the X-Rays from the Repository, or, copy or reproduce or attempt to copy or reproduce the X-Rays, without the prior written consent of the owner thereof.

6.3 A person registered to inspect the X-Rays, may only inspect one set of X-Rays at any one time.

6.4 Persons inspecting the X-Rays shall not collaborate with or advise others who are not their client(s) (i.e. potential Purchasers) when evaluating the X-Rays. A qualified licenced veterinary surgeon may however consult with another qualified licenced veterinary surgeon in order to obtain a second opinion if needed.

6.5 Each person inspecting the X-Rays must take all reasonable steps and precautions not to damage the X-Rays and return the X-Rays after inspection in the same condition as they were received by him.

6.6 The Repository is designed for use by registered qualified licenced veterinary surgeons on behalf of their Purchaser clients. Access to a Vendor's X-Rays may be declined to non-veterinarians or unregistered veterinarians. Any registered veterinarian representing a Purchaser will, in addition to complying with points 6.1 – 6.5 above.

6.6.1 Act ethically and professionally and with due regard to the interests of the Auctioneer/Promoter, the Vendor and the Purchaser.

6.6.2 Retain as confidential for the Purchaser he is representing on inspection, the information obtained from inspection of the X-Rays with respect to each Lot.

6.6.3 Acknowledge that the Auctioneer/Promoter does not warrant the accuracy, authenticity or completeness of the X-Rays.

7. LEGAL NOTICE BINDING UPON ALL PARTIES INTERESTED IN THE SALE OR PURCHASE OF LOTS DURING MAGIC MILLIONS SALES

7.1 The maintenance of the Repository by the Auctioneer/Promoter shall not vary, or be deemed to vary, in any way any of the standard conditions of sale contained in the Sales Catalogue relevant to each Sale and they shall continue to be binding upon all parties.

7.2 Each Purchaser is encouraged to instruct his registered qualified licenced veterinary surgeon to inspect the X-Rays for each Lot and physically inspect each Lot prior to the purchase thereof. As provided in the Standard Conditions of Sale contained in the Sales Catalogue, each Lot is purchased, at the fall of the hammer, with all defects, latent and patent, subject to the exceptions set out in the said Standard Terms and Conditions of Sale, or, announced prior to the auction of a Lot.

8. VENDOR'S ACKNOWLEDGMENTS AND WARRANTIES:

8.1 The Vendor acknowledges that he has been encouraged by the Auctioneer/Promoter to provide X-Rays with respect to each Lot offered for sale by the Vendor.

8.2 The Vendor warrants that the X-Rays provided to the Auctioneer/Promoter will be certified as originals by a registered qualified licenced veterinary surgeon and will meet all the requirements set out in the Repository Conditions.

8.3 The Vendor warrants that he has the right to use the X-Rays and irrevocably authorises the Auctioneer/Promoter to hold the X-Rays at the Repository and to release the X-Rays for inspection by prospective Purchaser's registered qualified licenced veterinary surgeon prior to and during the Sale as provided in the Repository Conditions.

8.4 The Vendor acknowledges that the Auctioneer/Promoter may vary, at any time, without notice, the Repository Conditions or the Repository Registration Form.

9. PURCHASER'S ACKNOWLEDGMENTS AND WARRANTIES

9.1 The Purchaser acknowledges that the Auctioneer/Promoter/Vendor may, for whatever reason, refuse inspection by the Purchaser or his agents of the X-Rays, and, specifically acknowledges that the Vendor has instructed that access to the X-Rays be restricted, in the absence or written instructions to the contrary, to registered qualified licenced veterinary surgeons.

9.2 The Purchaser acknowledges that it is his sole responsibility to determine the quality, accuracy and completeness of the X-Rays and to obtain independent advice with respect thereto from a registered qualified licenced veterinary surgeon.

9.3 The Purchaser acknowledges that any Vendor may, in his absolute discretion, determine not to provide X-Rays for a Lot, and, accordingly the Purchaser will purchase such Lot with all defects, if any, latent and patent, and otherwise subject to the Conditions of Sale.

9.4 The Purchaser acknowledges that the Auctioneer/Promoter may vary, at any time, without notice, the Repository Conditions or the Repository Registration Form.

10. STANDARD TERMS AND CONDITIONS OF SALE DEFINITIONS AND INTERPRETATION

10.1 For the sake of certainty, the Auctioneer/Promoter draws specifically to the attention of each Vendor and Purchaser the definition of X-Rays as set out in the standard terms and conditions of sale set out in the Sale Catalogue relevant to each Sale. Each Vendor and Purchaser accepts, acknowledges and agrees that these Repository Conditions will be interpreted as set out in the interpretation condition set out in the standard terms and conditions of sale set out in the Sale Catalogue relevant to each Sale.

11. VENDOR'S/PURCHASER'S ACKNOWLEDGMENTS AND INDEMNITIES:

11.1 The Vendor and the Purchaser acknowledge and accept that neither the Auctioneer nor the Promoter will review the X-Rays and therefore makes no warranty or assurance of any kind concerning the authenticity, quality, accuracy or completeness of the X-Rays, the responsibility for which lies with the Vendor.

11.2 The Vendor and the Purchaser acknowledge and accept that the depositing and inspection of the X-Rays, and, the use of the Repository, will not vary or amend the terms of the conditions of sale in the Sale Catalogue relevant to each Sale which shall continue to be binding upon the Vendor and the Purchaser, nor does such deposit, inspection or use create any additional express or implied warranties upon which either the Vendor or the Purchaser can rely, other than those allowed by statute or law.

11.3 The Vendor and the Purchaser acknowledge and accept that neither the Auctioneer nor the Promoter will be liable for any claim, damages, liability, actions, demands or losses whatsoever in the event that the X-Rays are of poor quality, inaccurate, invalid or incomplete.

11.4 The Vendor and the Purchaser acknowledge and accept that the sale and purchase of a Lot is effected on the fall of the hammer pursuant to and subject to the standard terms and conditions of sale in the Sale Catalogue relevant to each Sale, the Purchaser purchases each Lot subject to all faults and defects, latent and patent. The Vendor acknowledges and accepts that the Auctioneer will be entitled to its commission immediately upon the effecting of the sale (subject to the standard terms and conditions of sale in the Sale Catalogue relevant to each Sale) and the Vendor's obligation to pay the commission will stand notwithstanding any subsequent dispute between the Vendor and the Purchaser.

11.5 The Vendor and the Purchaser acknowledge that the Vendor has instructed the Auctioneer/Promoter to restrict access to the X-Rays, in the absence of written instructions to the contrary, to registered qualified licenced veterinary surgeons.

12. AUCTIONEER'S/PROMOTER'S ACKNOWLEDGMENTS AND OBLIGATIONS:

12.1 The Auctioneer/Promoter will, at their cost, construct and make available the Repository for use by the Vendor, the Purchaser and the Purchaser's registered qualified licenced veterinary surgeon in accordance with these Repository Conditions and the Standard Conditions of Sale.

12.2 The Auctioneer/Promoter will make the Repository available to receive the X-Rays from the Vendor, and, make available the X-Rays for inspection, in the absence of written instructions from the Vendor to the contrary, by the Purchaser's registered qualified licenced veterinary surgeon subject to these Repository Conditions and the Standard Conditions of Sale.

12.3 Subject to the Auctioneer's/Promoter's right to retain possession of the X-Rays for whatever reason and for so long as the Auctioneer/Promoter chooses and subject to clause 5.4 above, the Auctioneer/Promoter will allow the Vendor or his nominated agent in writing, to collect the X-Rays from the Repository after the expiration of forty two (42) days from the last day of the Sale;

12.4 The Auctioneer/Promoter has requested each Vendor of a Lot to provide X-Rays of each Lot in accordance with the Repository Conditions but will not be liable for any claim, damages, liability, actions, demands or losses whatsoever, from the Vendor, Purchaser or any person or party by virtue of the fact that a Vendor elects not to provide X-Rays with respect to any Lot.

12.5 The Vendor will, in accordance with the Repository Conditions, be entitled to inspect a register, kept for that purpose, of any party who has inspected the X-Rays of a Lot submitted by that Vendor.

12.6 The Auctioneer/Promoter act as agents for the Magic Millions Partnership (ABN 99 519 379 694).

Appendix – A

MINIMUM REQUIRED X-RAYS FOR REPOSITORY

1. FEET (HOOVES): (2)

- Front only, one (1) each. – lateral to medial

2. CARPUS: (6)

- Lateral/Medial Oblique (30° - 40°) (Dorsolateral 35°, to palmar medial oblique);
- Medial/Lateral Oblique (20° - 30°) (Dorsomedial 25°, to palmar lateral oblique);
- Flexed Lateral (Flexed lateral to medial).

3. FETLOCK: (16)

3.1 Front: (8)

- AP elevated 15° (Dorsal, 15° elevated, to palmar);
- Medial Oblique (Dorsomedial 30°, to palmar lateral oblique);
- Lateral Oblique (Dorsolateral 30°, to palmar medial oblique);
- Lateral to medial (flexed).

3.2 Hind: (8):

- AP elevated 15° (Dorsal, 15° elevated, to plantar);
- Medial Oblique (Dorsomedial 30°, 15° elevated to plantar lateral oblique);
- Lateral Oblique (Dorsolateral 30°, 15° to palmar medial oblique)•
- Standing Lateral to medial.

Obliques should be elevated slightly to separate the sesamoid and PI interface.

4. HOCK: (6)

- Medial/Lateral Oblique (or 15° PALMO) (Dorsomedial 65° to plantar lateral oblique) or (Plantaro-lateral 25° to dorsomedial oblique);
- Off Centre AP (Slightly Lateral) (Dorsolateral 10° to plantar medial);
- Lateral to Medial.

5. STIFLE: (6)

- Lateral to Medial;
- 20° PALMO (Posterior lateral 20° to anterior medial oblique), or caudocranial (pa).
- Cd30LCrMO (Caudal 30 degree lateral/craniomedial oblique)

NOTE: EVA PROTOCOLS & LABELLING

Standard markers for X-Rays are always lateral unless there is no lateral aspect, and then they are placed anteriorly. For oblique views, the marker is located posteriorly on a (DLPMO) lateral oblique and anteriorly on a (DMPLO) medial oblique. For an AP view, the marker is located laterally and for a lateral view, the marker is located anteriorly.

Included within the film of each radiograph (X-ray) must be the name of the qualified licenced veterinary surgeon or clinic, date, dam and year born, lot number and microchip (if chipped).

NOTE:

- X-Rays must comply with existing EVA Protocols.
- A Vendor may also deposit with the X-Rays relevant surgical reports or other information for each Lot.

To discuss further, contact Kylie Adair.

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