

HERITAGE PLACE RADIOGRAPH REPOSITORY TERMS

A Radiograph Repository (the "Repository") will be available for the benefit of consignors and buyers. Participation in the Repository is voluntary. Consignors and buyers may and should make any additional arrangements deemed necessary for the pre-sale inspection of horses.

If consignors or buyers utilize the Repository, they agree to be bound by the following terms:

1. **Yearling Sale---Participating consignors must provide a standard 36-View set of DICOM compliant Radiographs** (the "Radiographs") consisting of: Both front fetlocks: DP, DLPMO, DMPLO, flexed lateral medial= 8 shots
 - a. Both carpi: DLPMO, PLDMO (just off lateral), flexed lateral medial = **6 shots**
 - b. Both hind fetlocks: DP, DLPMO, DMPLO, standing lateral medial = **8 shots**
 - c. Both front fetlocks: DP, DLPMO, DMPLO, standing lateral medial, flexed lateral to medial = **10 shots**
 - d. Both hocks: just off DP 10 degrees (slight DLPMO), lateral medial, PLDMO = **6 shots**
 - e. Both stifles: lateral medial (getting the proximal tibia as well as the trochlear ridges of the femur and patellas), a plantar anterior (often an oblique is substituted at a PLDMO) as long as the condyles are visible, and oblique views of both stifles (20-degree PALMO) = **6 shots**
2. **Yearling Sale and Mixed Sales** --- Endoscopic videos or reports can be submitted directly into the repository, along with the radiographs (there is a tab that allows for video submission) or, they can be emailed to Rexann at thexraylady@gmail.com.
3. **Mixed Sale(s)**—Any radiograph views deemed relevant to the consigned horse will be accepted to the Repository.
4. Any Radiographs submitted by consignor must be taken within 30 days of the date of the applicable sale.
5. Radiographs along with a copy of the horse's Registration Papers and Hip# must be submitted by the consignor to the third-party vendor managing the Radiograph Repository no later than 7 days before the start of the applicable sale. Any Radiographs received that do not clearly describe the consigned horse to which the Radiographs apply will be discarded. Additional information on delivery of Radiographs will be provided prior to the sale. Check for more details at www.heritageplace.com
6. Veterinarians designated by buyers or buyers' agents may view Radiographs in the Repository, but the use of Radiographs shall not relieve buyers of their responsibility to examine all horses prior to purchasing them. By removing any purchased horse from the Heritage Place, Inc. grounds, buyers reconfirm that the purchase of the horse is pursuant to the Heritage Place Sale Conditions-Seventh.
7. Consignors and Buyers understand and acknowledge that Heritage Place, Inc. (I) will not review Radiographs prior to the sale of horse, (ii) makes no representations or warranties of any kind concerning the authenticity, sufficiency, quality, completeness or accuracy of Radiographs, all of which are the responsibility of the consignor, and (iii) is not responsible or liable for any error, claim or damage as a result of buyer's use or reliance on Radiographs.
8. **All Sales**---In addition to Radiographs, the Repository is able to accept and make available Veterinarian Reports pertaining to the health and condition of a horse. Consignors and buyers are encouraged to utilize this function for any Veterinarian updates pertaining to a specific horse.
9. If, within 24 hours after the close of the session in which a horse is sold and before the horse leaves Heritage Place, Inc. grounds (the "Rejection Period"), a buyer discovers that the Radiographs materially misrepresent the physiology of the horse, the buyer may reject the horse and cancel his purchase of the horse. Any rejection must be in writing and accompanied by a Negative Veterinarian's Certificate describing in detail the specific defect that

is the basis for the rejection and how the defect is materially misrepresented by the Radiographs. If the consignor disputes the buyer's rejection of a horse, the issue will be resolved between the consignor and buyer pursuant to the Heritage Place, Inc. Sale Conditions and Settlement Procedures. In any event, the buyer's right of rejection is waived and terminated immediately upon the removal of the horse from the Heritage Place, Inc. grounds.