



C&K Stables, LLC

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TERMS & CONDITIONS

By placing an order, paying a deposit, checking the "I agree" box at checkout, or taking delivery/pickup, you agree to these Terms & Conditions.

1. 10-Day Money-Back Guarantee

When it starts

- If purchased in person, the 10-day window begins the date the contract is signed and payment is received.
- If purchased sight-unseen or online and shipped, the 10-day window begins when the horse arrives at the Buyer's location.
- If the horse is not delivered to the Buyer's location within 3 weeks of the purchase date, the warranty is void unless otherwise agreed to by Seller in writing.
- We work with multiple shippers and normally ship within a week after purchasing.

How to use it

- You must notify C&K Stables in writing within the 10-day period if you wish to return the horse for a refund.

- The horse must be returned to the Seller's property within that same timeframe; otherwise, the warranty is void.
- **Refund timing & method:** Refunds are issued after the horse is returned to Seller and inspected. If paid by card, refund is processed back to the card (or via business check if paid by check/cash). Allow a few days for processing.

Costs & fees (non-refundable)

Fees that are charged by the platforms (credit card/PayPal) do not go to seller and when you issue a refund they keep the fee. Message us if you want to save the fees and pay friends and family for no service fee transaction (PayPal and Venmo). Unfortunately with credit cards there is no way to save the service fee.

- Credit/debit card processing fees (typically ~3%) are non-refundable.
- Third-party platform fees (e.g., PayPal, Venmo) are non-refundable.
- Shipping/transport fees are non-refundable.
- Buyer is responsible for all costs to return the horse and to arrange shipping back to Seller's location.
- A 10% restocking fee applies to all returns and is deducted from the refund (the deposit counts toward/rests as this fee).

Condition on return

Horse must be returned in the same condition as when it left Seller's possession. Seller documents the horse (photos and movement video) before shipping. Video and pictures posted can be used as horses condition.

Any alterations or noticeable injuries void the warranty, including but not limited to: haircutting/pulling mane or tail, removing shoes, adding shoes, wounds, cuts, bites, etc.

The warranty is also void for medical conditions arising in transit or during the 10-day period, including but not limited to: shipping fever, colic, founder from trailering, injury from kicks or trailer ride, or death.

Care during the 10 days

- Buyer is responsible for all veterinary and care expenses while the horse is in Buyer's custody.
- While awaiting pickup or shipping, the Seller is not liable for any sickness, injury, or death occurring outside Seller's control.

Exchange option

If mutually agreed, an equal-value trade may be offered instead of a refund. If the trade horse is more expensive you will owe the difference. If the trade horse is less expensive there will be no refund issued.

Insurance

Seller recommends Buyer obtain mortality/major medical insurance for the horse. Insurance is actually cheaper than you may think. Feel free to ask about insurance—we can recommend some companies.

Transition after 10 days: When the 10-Day Guarantee period ends, all sales are final and the horse is sold "as-is, with all faults." The Standard Terms below then govern in full.

2. Sales, Deposits & Payments

Pricing & deposits

- Prices are in USD and may change until a deposit is received.
- Deposits are non-refundable and function as/are applied toward a 10% restocking fee if Buyer cancels or fails to complete the purchase within the agreed time, or chooses to return the horse in 10 days.

Payment methods

Accepted: credit/debit cards (+3% service fee), PayPal Friends & Family, Venmo Friends & Family (platform limits may apply), Cash App, Zelle, bank wire, and cash in person.

Checks are accepted only if the horse remains on site until cleared. Seller will not hold a horse while a check is mailed without a deposit.

Taxes/fees

- If sales/use taxes are assessed by any authority due to the sale, Buyer agrees to pay such amounts in addition to the purchase price.
- Buyer pays all third-party transfer or platform fees.

Sales-Tax Exemption (Pennsylvania)

If you are tax exempt and this purchase qualifies for one of the exempt categories below, check the box at checkout:

"I certify this purchase is exempt from PA sales tax because the horse/item qualifies under one of the reasons below, and I agree to provide documentation on request. I understand that if any tax is later determined to be due, I am responsible for all sales/use tax, penalties, and interest, and I agree to pay it."

Reasons:

- **Commercial Racing Activities** — Horse will be used exclusively for commercial racing. Related items (feed, bedding, tack, grooming supplies, farrier, portable stalls, sulkies) are exempt only if used solely for these racing horses.
- **Farming Operations** — Propagation/raising of horses exclusively for commercial racing (counts as farming); or horse is a draft animal directly used in farming; feed for such horses is exempt.
- **Farming Inputs** — Items used predominantly and directly in the business of farming (e.g., certain artificial breeding equipment/supplies, and medicines/grooming solutions to preserve the health of productive animals) may be exempt.
- **Resale/Rental** — Purchased exclusively for rental to others (e.g., riding stable/academy). I understand the stable must collect tax on rental fees.
- **Other valid PA exempt status**
- **Out of state purchase** and you are following your state's laws and will pay due tax in your state

C&K Stables LLC is not responsible for the buyer's sales/use tax liabilities if this claim is inaccurate. We may request an exemption certificate or other proof and may hold delivery until received.

3. Delivery, Shipping & Risk of Loss

Shipping is not included in the purchase price. After payment, call us for shipping quotes and scheduling, or arrange farm pickup by appointment.

Risk of loss transfers to Buyer upon delivery as follows:

- For shipped horses, at loading onto the carrier/transport arranged by or for Buyer.
- For pickups when buyer picks up horse or within 10 days.
- Seller will carry risk of loss up to 10 days after purchase or once horse is loaded onto shipping trailer, or once buyer picks up—whatever comes first.

4. Pre-Purchase Examination (PPE)

IMPORTANT: Most horses come with a vet check, shots, Coggins and dental work. If you would like your own vet check let us know before check out. Once you check out and pay you agree to waive your PPE and you accept the horse as is. The 10 days is for you to get to know the horse and ride it. Not for vet checks.

IF YOU WANT A VET CHECK DO IT BEFORE PURCHASE. DEPOSITS ARE REQUIRED TO HOLD HORSES FOR VET CHECKS AND WE WILL HOLD FOR 7 DAYS WITH 10 PERCENT. DEPOSITS ARE NON REFUNDABLE UNLESS HORSE IS FOUND TO BE NOT SERVICEABLY SOUND FOR TRAIL RIDING.

- Seller encourages a PPE by a qualified, licensed veterinarian of Buyer's choice.
- Buyer is responsible for all costs of any exam and related services.
- Exams occur at Seller's facility at a time that works for seller. Buyer or Buyer's agent may attend.
- Upon completion and Buyer's favorable acceptance of the report, Buyer agrees to purchase the horse "as-is" and "with all faults."
- Deposits to hold a horse for vetting are only refundable if the horse is found "not serviceably sound" for trail riding.

5. Buyer's Acknowledgment

Buyer acknowledges that:

- They had the opportunity to inspect the horse personally or by agent and/or use a licensed veterinarian for a PPE, or they voluntarily declined that opportunity.
- They are satisfied with the horse's condition at the time of sale based on their inspection and Seller's representations.

6. Warranties & Representations

- Seller warrants Seller is the owner of the horse for the purpose of completing the transaction or is a properly authorized consigner/agent for the owner (as applicable).
- Seller warrants the horse is free and clear of all encumbrances.

- Where applicable, Seller will provide name, sire, dam, gender, foaling date, and registration number.
- Except as expressly stated in the 10-Day Guarantee above and this Section, no other warranties are made or implied, including merchantability or fitness for a particular purpose.
- Parties acknowledge the horse is sold "as-is" and "with all faults" after the 10-day period.
- Seller makes no warranty against behavior. Horses are living animals and behavior can change due to stress, rider/handler, tack fit, environment, feed, turnout, etc. Seller recommends allowing ample turnout and at least 7 days to settle before riding.

7. Registration & Ownership Transfer

Upon payment in full, Seller executes all necessary papers and steps reasonably necessary to transfer ownership/registration (if any).

Papers are mailed or delivered to Buyer within a reasonable period after funds clear, or mailed to the association that horse is registered at.

8. Mares & Pregnancy (if applicable)

- Mares carry approximately 11 months; our program is typically 4–6 months. Seller cannot guarantee pregnancy status.
- If Buyer must avoid the possibility of pregnancy, Buyer must order a veterinary check before purchase (Seller will help schedule).

9. Default

On breach of any material term, the non-breaching party may terminate and recover all reasonable fees and costs, including attorney's fees, incurred due to the breach.

10. Limitation of Actions; Dispute Resolution; Governing Law

Limitation of actions

Any action or claim for breach of this agreement or for loss due to negligence (active or passive) must be brought within one (1) year of the date the claim or loss occurs. Parties waive any longer period otherwise available.

Litigation

If litigation the prevailing party is entitled to all reasonable costs, including reasonable attorney's fees, including those incurred on appeal.

Governing law & venue

These Terms are governed by the laws of the Commonwealth of Pennsylvania.

Venue/jurisdiction lie in courts in or serving Somerset County, Pennsylvania.

If buyer is out of state they must come to Somerset Pennsylvania to file any litigation against C&K Stables LLC.

11. C&K Stables LLC — Liability Waiver

By purchasing, handling, leasing, boarding, or otherwise interacting with any horse owned, trained, marketed, or represented by C&K Stables LLC, the Buyer and any of Buyer's agents, family members, riders, handlers, guests, or transporters (collectively, "Participants") acknowledge and agree to the following:

1. Inherent Risk of Equine Activities

Participants understand that horses are living animals with natural instincts that may cause unpredictable behavior. Risks include, but are not limited to, biting, kicking, rearing, slipping, falling, or being thrown, as well as injuries from tack, terrain, vehicles, or other animals.

2. Assumption of Risk

Participants voluntarily assume all risks, known and unknown, associated with equine activities, transportation, riding, handling, or visiting the property or facilities of C&K Stables LLC, including property owned, leased, or used for demonstrations, delivery, or pickup.

3. Release of Liability

To the fullest extent allowed by law, Participants hereby release, waive, and discharge C&K Stables LLC, its owners, officers, employees, trainers, agents, contractors, volunteers, successors, and assigns (collectively, "Released Parties") from any and all claims, demands, causes of action, or liabilities arising from personal injury, death, property damage, or economic loss related to any equine activity or transaction involving C&K Stables LLC—whether caused by negligence, accident, or otherwise.

4. Indemnification

Participants agree to defend, indemnify, and hold harmless the Released Parties against any claims, losses, damages, or expenses (including attorney's fees) arising from the Participant's actions, omissions, or breach of these Terms & Conditions.

5. No Warranty of Future Performance

Participants acknowledge that C&K Stables LLC makes no warranty regarding future performance, soundness, or behavior of any horse once ownership transfers or the 10-Day Guarantee period expires.

6. Governing Law

This Liability Waiver is governed by the laws of the Commonwealth of Pennsylvania, and any disputes shall be resolved in courts located in or serving Somerset County, PA.

7. Electronic Acceptance

By checking the "I agree" box at checkout, signing electronically, or completing a purchase, Participants acknowledge they have read and fully understand this Liability Waiver and agree it shall be binding upon them, their heirs, assigns, and personal representatives.

12. Privacy & Communications

We may contact you by phone, text, or email regarding your horse, shipping, and post-purchase support.

13. Entire Agreement; Changes; Severability

- These Terms, together with any Bill of Sale (for in-person sales) or order confirmation (for online sales), form the entire agreement for your purchase.
- We may update these Terms periodically. The version in effect at the time of your order governs that order.
- If any provision is held invalid, the remainder continues in full force and effect.

14. Digital Acceptance

Agree that your acceptance is legally binding and may be evidenced by our logs (timestamp, IP, order details).