

CONDITIONS OF REGISTRATION AND CONDITIONS OF SALE

The Sales' Organizer is the

Baden-Badener Auktionsgesellschaft (BBAG) e. V. (Baden-Baden Sales Company)

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Basis of contract

In registering the object of sale, the vendor fully accepts the organizer's conditions of sale which are part of the contract. By registering the horse for the sale, the seller is obliged to notify the organizer of his VAT rate and to state their tax ID number on the registration form provided by the organizer.

Object of Sale

1. Spring Sale:

Open to all thoroughbred horses.
Two-year-old horses can be presented in a breeze up.

2. Yearling Sale:

Open to yearlings. Every yearling entered in the sale will need to be viewed and nominated by a special commission elected by the BBAG members whose decision is not contestable.

3. October Sales:

Open to all thoroughbred horses.
With regard to all auctions above, it is mandatory for all horses to state their country of birth, date of birth, gender, sire and dam.

CONDITIONS OF REGISTRATION

I. Fees and nomination fees for BBAG auction races

1. All fees and costs stand for one horse and are payable at registration plus VAT. The Organizer has the right to deny the Object of Sale from being admitted to the catalogue if these fees have not been fully paid. Following a registration, the organizer may engage a third person to work out the catalogue style pedigrees at the Vendor's expense.
2. In the case of a horse entered in the Sale being withdrawn, the Vendor must:
 - Pay the amount registered under clause 1 regardless of the Organizer's right to raise a further damage cost as well as
 - Paying an indemnity of Euro 500,00 which is irrespective of the fact whether the object of sale has already been admitted to the catalogue or not. This indemnity payment will not be charged in the case of the vendor being able to present a veterinary certificate stating that the horse can not be transported to the sale, or attend the sale due to a severe or fatal injury or having died. This veterinary certificate must be presented to the organizer at least one hour prior to begin of the sale.
3. The auction fees payable to the Organizer can be calculated from the conditions of sale, note C VI 5 of condition of sale.
4. In the case of a stable box not being cleared 48 hours after the sale, the Organizer has the right to charge the Purchaser with Euro 50.00, per each new day. Vendor and Purchaser are both liable for the payment as joint debtors.
5. A yearling is not qualified for the BBAG auction races if the nomination fee is not paid before the sale.

II. Documents at arrival

1. The Vendor is responsible for the following documents; which must be presented to the yard management upon arrival of, and before unloading, the horses:
 - a) The horse passport with all vaccinations entered. The vaccination certificates need to be absolutely complete and signed off by a veterinarian and must clearly depict that all applied vaccinations are in accordance with the regulations of the Rules of Deutscher Galopp e.V. Yearlings must have two vaccinations with the last vaccination having been administered at least ten days prior to transport to the sales ground. Should there be no passport available, there must be a certified confirmation issued by the Deutscher Galopp e.V. (German Jockey Club) which asserts that all necessary documents for the horse in question's registration are complete and in existence.
 - b) A veterinary health certificate – issued on the special form provided by the Organizer – which is signed by the examining veterinarian and which states that the horse in question was examined within the last three days prior to transport to the sales ground and was found to be free of any clinical symptoms of a contagious or infectious disease and that in the past 40 days there were no reported cases of any contagious disease at the horse's home;
 - c) International transport papers (Intra trade certificate) stamped by the relevant department of agriculture. The certificate can not be older than 7 days.
 - d) A certificate as proof for the existence of valid liability insurance for the horse in question. In the case of a missing certification, the Organizer has the right to sign for liability insurance for the horse in question for the time of its stay on the sales premises with the Vendor being charged with the cost.
 - e) Following special documents depending on the sale:
 - for all sales a coggins test for horses from non-EU-countries as well as
 - In-foal mares need the original covering certificate and a written certificate confirming the pregnancy which must have been issued within the past 14 days.
 - Broodmares need the veterinary examination card.
 - Horses from abroad: transmission of the export certificate to Deutscher Galopp e.V.
 - The organizer can only pay the sales proceeds once the final export certificate has been received by Deutscher Galopp e.V.
 - f) At least two hours before the sales starts the vendor has to declare if the horse is a windsucker, weaver or boxwalker. The Vendor is obliged to inform prospective buyers this information. For vendors it is advisable to provide an Coggins-Test, EVA-Test and Piroplasmosis-Test. The results will be published.
 - g) The Vendor's address and a telephone number; under which he himself, or one of his staff, can be contacted at all times during the sale period.
2. Provided all above mentioned documents are available and in order as well as the horse in question being in good condition (see clause IV), the vendor is entitled to receiving the stable box keys and bump stickers with the catalogue numbers.

Stable box keys must be returned to the sales office after the sale, if not, the vendor will be charged for the cost of missing material.

III. Arrival, viewing time and presentation

1. All horses entered in the sale must have arrived on the sales grounds at least twelve hours prior to the first viewing period.
2. Horses are to be equipped with catalogue number stickers during the presentation and in the sales ring.
3. The Vendor must provide schooled and experienced staff at his own expense for his horses' entire stay on the sales' premises.

IV. The Organizer's rights

The Organizer has the right to exclude such horses from the sale whose documents are incomplete as well as reject

or isolate horses which have already been admitted to the sales' premises on the grounds that they are not correctly or insufficiently vaccinated, injured, show clinical symptoms of a contagious and infectious disease or are in a poor condition. In the case of such a rejection, the Vendor will still be liable to pay the Organizer the fee as in accordance with these conditions of registration. The Vendor himself may assert a minor damage however; the Vendor has no other rights. Especially the assertion of a right of restraint or an offset of cost can only be considered under undisputed and lawful demands.

V. Liability

1. The Organizer is not liable for the staff, as this is the Vendor's responsibility. The Conditions of Sale clearly depict the extent of liability in the various circumstances.
2. In working out the sales catalogue, the vendor's information regarding pedigree information will be taken into account. For this purpose, the vendor is obliged to provide an email address or fax number when registering the horse.

It is the Vendor's responsibility to proof the information regarding the sale object in the catalogue. The Organizer must be notified of any changes and additions in writing.

VI. Post-auction Sale

If no sale is made in the ring by fall of the hammer, the organiser is authorized to offer the horse for a four weeks period after the day of the sale to possible buyers. If the offer is accepted by the vendor the conditions of sale are valid as if the horse is sold in the ring (C VI Conditions of Sale).

VII. Debiting Authority

The Vendor grants the Organizer with registration the irrevocational power of attorney to debit all arising costs from the Vendor's account at the Deutscher Galopp e. V. (German Jockey Club).

CONDITIONS OF SALE

A General Information

I. Performance scope of the Organiser

The Organiser shall sell the Lot (horse of share therein) in the name and for the account of the Vendor by acceptance of a bid. The legal relationship that ensues upon purchase of the Lot shall arise and exist exclusively between the Vendor and the Purchaser. The substance of the legal relationship arises, in particular, out of B II and B III.

II. Liability of the Organiser

1. General

The Organiser shall be liable only for the proper performance of the Sale according to the conditions set forth herein. The liability of the Organiser shall be limited to intent and gross negligence. This also applies in cases where fault can be attributed to the Organiser through the actions of its servants or agents.

2. Relationship with the Purchaser

No liability shall attach to the Organiser for deficiencies or defects in the Lot. The descriptions and particulars communicated from the rostrum, in the catalogue and in the entry paperwork are based upon information provided by the Vendor; the Organiser has not checked this information for completeness or accuracy.

3. Relationship with the Vendor

The Organiser shall not be liable for any statements made in the catalogue or during the Sale with respect to the Lot, where these are based upon information provided by the Vendor. Incorrect or incomplete information shall be

immediately – if necessary, while the Sale is in progress – corrected or completed by the Vendor. The Organiser cannot vouch for the creditworthiness of the Purchaser.

III. Rights of the Organiser

1. The Organiser is entitled:
 - where justified, to change the time, date or venue of the Sale, to suspend the Sale, to cancel the Sale without bringing it to a conclusion, to decide on a different location for the Sale or to institute similar measures;
 - to exclude individuals from participating in the Sale or entering the auction grounds or the stable area;
 - to prohibit individuals from bidding;
 - to take out liability insurance for the duration of the Sale for any horse for which no proof of insurance is provided; to reject or isolate any horse, even if it has already entered the auction complex or is stabled on the premises, if it transpires that it has not been properly vaccinated or is suffering from a communicable or contagious disease and to exclude any horse from the Sale which, for example, exhibits signs of injury and/or a substandard feeding and/or grooming regime;
 - to instigate any other measures as may be necessary or appropriate for the conduct of the auction.
2. The Organiser's Executive Committee may institute the afore mentioned measures by majority vote, which can come about by any method. Where time is of the essence, any member of the Executive Committee shall be entitled to issue such orders without the need for a vote to be taken.

B The Sale

I. Character of the Sale

1. The Organiser aims the Sale at the general public. The Sale shall be conducted in public in the sales auditorium on the day of the Sale and is open to everyone.
2. The Lot shall be paraded during the Sale and auctioned by the auctioneer in accordance with these terms and conditions and awarded to the highest bidder. It shall also be available for closer inspection by prospective buyers prior to the Sale at the times detailed in the sales catalogue.

II. Offer and content

1. Only horses of thoroughbred breeding (mares and stallions) and race horses (foals, yearlings, racehorses in training) are offered at the auction. Both the breeding and the participation in horse races require a diverse, independent commitment; this is subject to the rules and regulations of the racing regulations of the Züchtervereinigung Deutscher Galopp e.V., Cologne, whose regulations are binding for everyone involved in thoroughbred breeding and racing (in particular the Animal Breeding Act).
2. With the acquisition of a horse, the purchaser pursues the purpose (unless the purchase is made for the purpose of recreational riding), to participate in thoroughbred breeding or in horse races and thus a planned, long-term activity in this professionally operated sport above under No. 1. In compliance with the provisions of the race regulations, a large number of organizational and accounting processes are objectively associated with the acquisition such as transport, accommodation and professional care of the horse in training or breeding operations, veterinary care, management of the use of the horse for Horse races including entry costs, race winnings, etc., trade, etc. This activity is also based on the desire and goal of achieving race winnings and financial results in the best possible way.

III. Content and subject matter of the sales contract

1. The horses offered in the auction (yearlings, racehorses, broodmares, stallions) are used items in the legal sense due to their age and the associated, already existing, diverse physical stress and individual development.

2. Via the auctioneer, the vendor only sells horses (auction goods) which, according to their descent, meet the legal requirements for taking part in performance tests (horse races) within the meaning of the racing regulations of the Deutscher Galopp e.V. in Germany and abroad (yearlings/race-horses) to be used for thoroughbred breeding (broodmares/stallions).
3. A declaration of the suitability of the auction goods for participation in horse races (yearlings/racehorses) or for the quality of use in breeding (broodmares/stallions) is not associated with this. The usability for use in horse races or the quality of the use in breeding is therefore not expressly or tacitly assumed according to this contract. Rather, the suitability of the auction item can also be hampered by obstacles that are not visible when the bid is accepted, but only become apparent later, possibly not until training or racing. Even the training places high demands on the horse's mental and physical resilience. It is uncertain at the time of the auction whether the auctioned goods will meet these requirements. Experience has shown that only some of the yearlings are able to take part in races later, only some of the horses are able to maintain training and/or racing operations over the long term. The same applies to suitability for breeding.
4. The use of yearlings and racehorses stipulated and agreed according to the contract is therefore solely in preparation for participation in horse races (trainability), that of broodmares and stallions solely in breeding use (required fertility). If the horse corresponds to the use stipulated and agreed upon in the contract, it is free of defects, subject to No. 6 below.
5. The auctioneer must therefore weigh up the information in the sales catalogue (in particular descent, gender, colour, date of birth) and the other characteristics of the auctioned item, which he has to determine himself through inspection, and decide whether he or she will buy the auctioned item possible chance to participate in horse races or to use the breeding. The purchaser is responsible for examining the horse himself before the bid is accepted or, if the relevant expertise is lacking, to have it examined or examined by a trusted veterinarian.
6. If the horse is a weaver, wind sucker or box walker, this is a material defect in the legal sense. The material defect will be announced on the board during the sale. Likewise, at the time of sale, a horse must not have any unauthorized substance doping in its tissue, body fluids or excretions according to the racing regulations. It is the responsibility of the vendor to inform interested parties and bidders, e.g. to hand over a copy of the medication book or a veterinary certificate in the event of an unauthorized agent. It is at the discretion of the vendor to have the horse tested for EVA and piroplasmiasis prior to the sale.

IV. Liability and Statute of Limitations

1. Apart from the content and object of the purchase contract agreed under letter B No. III above, the horse is sold as viewed to the exclusion of any further liability/warranty. The vendor assumes no liability or guarantee for certain properties or other uses. With regard to the conditions, the condition is contractually agreed, as shown under letter B No. III.
2. The exclusion of liability listed under No. 1 does not apply if the circumstances giving rise to liability are due to intent or gross negligence on the part of the vendor and/or personal injury is affected. In the event of personal injury, liability also applies in the event of simple negligence. The above exclusion of liability does not apply if there is a purchase of consumer goods within the meaning of § 474 BGB.
3. Claims for material defects by the purchaser (buyer) become statute-barred three months after delivery of the horse for business purchases within the meaning of § 14 BGB, and twelve months after delivery for consumers within the meaning of § 13 BGB.

V. Conduct of the Sale, Bidding and Fall of the Hammer

1. Lots shall normally be paraded in the sales ring in the order listed in the catalogue. The Organiser shall be entitled to change the order on justifiable grounds, i.e. should a horse fail to appear punctually in the ring or should the Organiser consider such a change to be expedient or appropriate. The Vendor shall have no say in this.
2. Bidding at the Sales shall be conducted in euros (EUR) as follows:

			to	EUR	10,000.00	in steps of min.	EUR	500.00
from	EUR	10,000.00	to	EUR	20,000.00	in steps of min.	EUR	1,000.00
from	EUR	20,000.00	to	EUR	40,000.00	in steps of min.	EUR	2,000.00
from	EUR	40,000.00	to	EUR	70,000.00	in steps of min.	EUR	3,000.00
from	EUR	70,000.00	to	EUR	100,000.00	in steps of min.	EUR	5,000.00
over	EUR	100,000.00				in steps of min.	EUR	10,000.00

3. Minimum bids:

- At Spring Sale: EUR 1,000.00
- At the Yearling Sale: EUR 3,000.00
- At the October-Sale: EUR 1,000.00

No bid shall be accepted beneath this minimum price during the Sale, even if a reserve price has not been named.

C Rights and Duties of the Vendor

I. Arrival of Lots and Vendor's Duty to Inform

The arrival of Lots takes place in order of the conditions of registration with all the afore mentioned documents. The Vendor is obliged to check that the statements made in the sales catalogue with respect to the Lot are accurate immediately upon publication. Any amendments or additions are to be communicated without delay to the Organiser, who is entitled to announce such changes from the rostrum during the Sale.

II. Reserve Price

1. The Vendor shall provide the Organiser with written notification of his reserve price in a sealed envelope not later than two hours before the auction starts. Verbal notifications of the reserve price or verbal or written increases thereof after submission of the written reserve price, especially during the auction, are inadmissible and shall not be entertained by the Organiser. The reserve price may be reduced only in writing. This is to be done early enough to allow time to inform the auctioneer. The organizer assumes no liability for reserve prices that are submitted later than 2 hours before the start of the auction.
2. Lots for which no reserve price has been specified in writing by the afore mentioned deadline shall be sold without reserve. In such cases the auctioneer shall knock down the Lot to the highest bidder, regardless of whether the bidder is a Purchaser or a Vendor wishing to buy back his or her own Lot.
3. The Auctioneer is entitled to raise the bids to the level of the reserve price himself or to take the horse out of the ring before knocking it down without having announced the reserve price.

III. Retention of Title

Title to the Lot shall remain vested in the Vendor until such time as the purchase price, including VAT, and all other costs have been paid in full. For all payments not made in cash, the transaction shall be deemed to have been completed only once the relevant account has been credited.

IV. Liability

1. Vendors warrant to the Organiser that all the information they provide is complete and correct, including entry paperwork, veterinary certificates and catalogue descriptions.
2. Should the Purchaser make a claim to the Organiser for whatever reason, then the Vendor shall indemnify the Organiser on demand and/or compensate the Organiser for any loss incurred in connection with said claim.
3. The Vendor and the Purchaser are jointly and severally liable for any fees and costs owing to the Organiser.

V. Transfer of Title, Resale

1. Title to the Lot – and thus use, burden and risk – shall pass to the Purchaser upon fall of the hammer. The Vendor is as such obliged to surrender the Lot to the Purchaser upon fall of the hammer. Reference is made to E II with respect to arrangements for the Contract of Sale and transfer of the passport.
2. It is up to the Vendor to decide whether to refuse or to surrender the pass out in accordance with E II Fig. 1 and have the Lot put up for resale during the auction if, for example, the Purchaser fails to discharge his duties as set forth at D I and D II without delay or should the Vendor have justified doubts as to the creditworthiness of the Purchaser. The legal consequences of this decision shall be borne by the Vendor. If it is communicated to the Sales Office within 30 minutes of the fall of the hammer, the Organiser shall attempt to meet the Vendor's request and put the horse up for sale again; no obligation exists in this respect, however.

VI. Costs

1. If the Lot is sold to a third party during the auction by fall of the hammer, the Vendor shall pay the Organiser 3% of the purchase price plus statutory value-added tax, in cases of D II. 2. additional 1% of the purchase price plus statutory value-added tax to BBAG Service GmbH.
2. If no sale is made in the ring by fall of the hammer, the Vendor shall pay the Organiser 2% of the reserve price plus statutory value-added tax.
3. Where the Lot is bought back by the Vendor after the fall of the hammer the Vendor shall pay the Organiser 2% of the buy-back price plus the statutory value-added tax.
4. If the contract between the Vendor and the Purchaser is cancelled after the fall of the hammer or if it is not performed for any other reason (e.g. as a result of being contested, withdrawn, or being made the subject of a court decision etc.), the Vendor shall pay the Organiser a fee of 1% of the purchase price, but no more than EUR 1,500.00, plus the statutory value-added tax.
5. In the case of a horse entered in the sale which is sold or transported abroad on behalf of a third party after it has been admitted to the catalogue, but before the actual day of the auction or within a month after the auction, the Vendor will be charged with the amount relating to the first owner's fee and in accordance with actual sales price. The Vendor is obliged inform the organizer of the sales price immediately and without further notice. In the case of the Vendor not naming the sales price after being requested twice, the organizer has the right to estimate the sales price without consulting an expert.
6. The costs of the forfeit stamp and the export certificate shall be borne by the Vendor.
7. All the aforementioned fees shall apply alongside the entry fees referred to in the Conditions of Entry.

D Rights and Duties of the Purchaser

I. Naming of Name and Acknowledgment of the Contract of Sale

1. The Purchaser shall furnish his full name and address to the Sales Office as soon as the Lot is knocked down to him.
2. Further, the Purchaser shall confirm in writing on a form provided by the Organiser that he read the General Terms and Conditions of Business prior to the fall of the hammer, is in agreement therewith, and, in particular, is familiar with the purpose of the item sold and its special traits.
3. In signing the purchase confirmation, the signor or his official representative confirmed in writing declare their liability for meeting the obligations in the contract.

II. Costs

1. The purchaser shall immediately pay the purchase price plus the associated costs:
 - a) the statutory value-added tax owed to the Vendor on the purchase price
 - b) "halter money" payable to the Vendor in the amount of 1% of the purchase price for distribution to the stud or stable staff in accordance with the German Rules of Racing;
 - c) a fee amounting to 6% of the purchase price, payable to the Organiser plus statutory value-added tax;

2. In cases, that the vendor is a domestic farmer with average sales tax according to §24 UStG and the lot has been knocked down to an entrepreneur from an EU country, the lot means fiscally to be delivered from vendor to BBAG Service GmbH, An der Rennbahn 18, D-76473 Iffezheim for sales tax purposes, and then delivered directly to the purchaser by BBAG Service GmbH. Sentence 1 does not apply for domestic farmers with average taxation in accordance with §24 UStG for sales to domestic purchasers.
In cases in which the lot from a domestic vendor is purchased by a purchaser from a non-EU-country, the lot the lot means fiscally to be delivered by the vendor to BBAG Service GmbH and then directly from BBAG Service GmbH to the purchaser.
In cases in which the lot from a foreign entrepreneur has been purchased by a domestic purchaser, the lot means fiscally to be delivered by the vendor to BBAG Service GmbH and then directly from BBAG Service GmbH to the purchaser for sales tax purposes.
3. The Vendor and the Purchaser are jointly and severally liable for the fees and costs owing to the Organiser.
4. Payment for Lots sold by auction or by private treaty shall be made at the Sales Office. If sold by auction payment shall be made immediately upon fall of the hammer for the relevant Lot. If sold privately, insofar as payment for the Lot purchased has been discharged, the sums owing to the Organiser shall be paid immediately as follows:
 - a) by irrevocable certified cheque made out to Baden-Badener Auktionsgesellschaft (BBAG) e. V., An der Rennbahn 18, D-76473 Iffezheim, Germany
 - b) by irrevocable instruction chargeable to the clearing account held at the Deutscher Galopp e.V. in Cologne, provided that the account is sufficiently in credit.
5. Interests: If the purchase price should not be paid on maturity, the vendor is entitled to charge 1,5% interests a month from the first day of the sale.
6. Furthermore, the Purchaser shall bear the costs levied by the Deutscher Galopp e. V. for registering the change of ownership and – in the case of export – for the studbook certificate.
7. If a box is not vacated within 48 hours of the Sale, the Organiser shall invoice the Purchaser the sum of EUR 50.00 per day.

E Miscellaneous

I. Special procedure for the hybrid auction

Registered bidders and prospective buyers can view the conditions and the procedure of the hybrid auction in detail via an online platform published by the organizer; the conditions listed there are part of these conditions of sale.

Registered hybrid bidders can submit bids to an employee of BBAG in real time and thus instruct the latter to bind to the auctioneer.

II. Implementing the Contract of Sale

1. The horse is not handed over by the sales company itself. After being knocked down, the sale purchase is handed over by the vendor to the purchaser in which process he may seek the assistance of the sales company. The latter will then hand out a pass ticket and the passport. In the case of the vendor being in doubt of the purchaser's ability to pay, he has to inform the sales company accordingly and in due time. This is most important in the case of the vendor linking the hand over of the purchase to the purchaser meeting his obligations and paying up beforehand (see DII). The decision of refusing a purchaser a pass ticket can only be made by the vendor. Thus it must be absolutely clear that the sales company will generally hand out instructions and pass tickets bar the fact of the vendor filing an objection. After the provision of law the purchaser is not allowed to transport the horse without the appropriate passport. Without any objection of the vendor the passport will be handed out to the purchaser.
2. The Vendor is obliged to keep the horse in his custody until such time as the Purchaser takes possession of it. The head collar shall also be released to the Purchaser. The Purchaser is obliged to take possession of the horse immediately upon fall of the hammer.

3. The purchaser shall inspect the horse immediately on handover and notify the Vendor without delay should a defect be found. If the purchaser fails to notify the Vendor within three weeks, it shall be assumed in case of doubt that the defect was not present at the time of handover.

III. Agents

1. Before the Sale commences, agents shall provide the Organiser with a written letter of authorisation containing:
 - a statement by the principal to the effect that the agent is entitled to issue statements and act in the name and for the account of the principal, in particular to sell or purchase Lots and to commit the principal under these Conditions of Sale to release or take receipt of the Lot and accept or effect payment of the purchase price.
 - a statement by the principal confirming he is aware of and unconditionally accepts these Conditions of Sale.
2. Should the Vendor fail to submit the letter of authorisation, the Organiser is entitled to exclude the horse from the Sale. If the Purchaser's letter of authorisation is not submitted, the Organiser is entitled to refuse to knock down the Lot to the agent. The agent is in any case liable as a representative without a power of attorney.

IV. Arbitral clause

In case of a dispute about the defectiveness of the purchased horse (veterinary certificates), vendor and purchaser can ask the organizer to settle the dispute. In this case, the organizer commissions a final veterinary report, the result of which the purchaser and vendor accept. Both parties bear half of the costs of this veterinary report (reimbursement of the costs incurred by the vet).

V. Notices

The attention of both Vendors and Purchasers is drawn to the fact that a veterinary surgeon is on hand to act at the expense and for the account of the person requesting his/her services.

VI. Concluding Provisions of Condition of Registration and Condition of Sale

1. If any of the afore mentioned provisions are or become invalid, or if they contain an omission, the remaining provisions shall not be affected as a result. The invalid provision or omission shall be replaced by a valid condition that corresponds to the aims of the Contracting Parties as closely as possible in commercial, civil law and tax-law terms. The relevant statutory provisions apply in all other cases.
2. The law applicable to the foregoing conditions shall be that of the Federal Republic of Germany.

Effective: 2024-07-15

Procedure and terms and conditions of online sales

The following conditions are part of the conditions of sale (see E, I).

1. The respective internet auction begins with an offer made by the organizer on the internet platform. This is a declaration of intent by the organizer aimed at concluding a purchase contract. At the same time, the bidding period is specified in the offer by specifying "auction end". This offer cannot be accepted with a simple "yes", but it is a previously declared acceptance of the highest bid. The organizer only accepts the highest bid that is effectively submitted by a bidder within the specified bidding period in accordance with the terms and conditions of sale.

2. Bids can only be submitted online using the mask installed on the platform for registered bidders. Bids that are submitted in any other way will not be considered, even if they are received by the organizer during the bidding period. Bids for which the bidder has not declared that he agrees to the validity of these terms and conditions and the auction conditions for his specific bid and has taken note of the cancellation policy there will also not be accepted. Bids submitted up to the end of the auction, which are submitted for the registered user under "Bid" in accordance with the terms and conditions, will only take part in the auction if they have been received by the organizer by the end of the auction. The transmission takes place at the risk of the bidder.

3. Before submitting a bid, the content of the bid is summarized on an overview page. The bidder can correct his bid there using the change fields provided. By clicking the "Submit bid" button, the bidder submits a binding bid to the organizer to conclude a purchase contract. After the bid has been submitted, the bidder receives an automatically generated email from the organizer, which confirms that we have received the bid and gives its details (confirmation of receipt). This confirmation of receipt does not constitute an acceptance of the contract, but only a confirmation of participation in the auction with the submitted bid. Each bid of each bidder is made resolutely by submitting a higher bid. The respective bidder is bound to the submitted bid until the end of the bidding period. Bids that are below the minimum bid will not take part in the sale, even if the organizer does not receive a higher bid by the end of the auction. The purchase contract for the auctioned horse comes about without a separate knock-down through the effective highest bid of the registered bidder (user or customer) at the end of the bidding period.

4. An effective bid must correspond to the minimum bid and, moreover, be at least one bidding step higher than the previous bidder's bid. The bidding step amounts to at least € 500.00 for the horses entered in the auction. It is only offered in Euros (€). The bidder will be informed by e-mail or in another suitable way on the internet platform that his bid will be accepted and also if he has been outbid. All specified bids are exclusive of the applicable sales tax.

5. The start time of the final of the online auction (bid up) is indicated by a countdown over the entire auction time on the overview list and on the detail page of the respective lot. The lots run out every 2 minutes. So if the first lot runs out at 2 p.m., then the second lot runs out at 2:02 p.m., the third lot at 2:04 p.m., and so on. In the last 2 minutes before the final end of the auction of a lot, each bidding activity extends the countdown timer by an additional 2 minutes. In other words, if a bid is made when there are only 35 seconds left, the timer is set to 2 minutes. If there is no further bid during this time, the auction ends and the hammer price is displayed on the bid board. An extension of the completion time for a previous lot does not lead to an extension for the following lot.

6. Notification of the conclusion of the contract: The bidder who has submitted the highest effective bid at the end of the auction will be notified of this in writing by email or in some other way on a permanent data carrier. The receipt of the notification is the confirmation of the already concluded purchase contract and not an additional requirement for its conclusion. Bidders who have not submitted the highest bid will not receive any notification. The highest bid is only given anonymously on the platform immediately after the bidding period has expired. According to § 312 f BGB, the notification to the purchaser contains a confirmation of the contract in which the content of the contract is reproduced and contains the information required in Article 246 a of the Introductory Act to the Civil Code, including the cancellation policy. After the auction period ends, the buyer will be announced in the auction results.

7. We are entitled at our discretion to block registered bidders for individual auctions of individual objects or for a certain period of time or in general and thus to exclude them from the right to participate in auctions to a limited or unlimited extent. This is only permissible if there is an important reason that shows that the continued existence of a legal relationship with the blocked person is no longer reasonable for us.

8. The organizer can cancel an auction at any time before the end of the bidding period if he decides to do so at reasonable discretion if there is an objective reason. In the event of system failures due to technical conditions, the organizer is also entitled to cancel the auction. In this respect, we expressly reserve the right to revoke our respective offer made on the Internet in accordance with 3. The decision to cancel will be communicated on the internet platform with key words indicating the reason. The already submitted bids expire with the notification without replacement. This reservation to revoke our offer to sell to the highest bidder expires at the end of the auction in the case of an auction carried out in accordance with the announcement and ended with the end of the bidding period, without a separate declaration from us being required. Claims for damages by bidders in the event of technical problems in the processing of the Internet auction, in particular in the event of system failures, non-receipt of bids or their rejection for technical reasons, are excluded.

9. The organizer maintains a hotline during the ongoing auctions, which can be reached at the time specified on the Internet platform with the fees stated there at the expense of the caller. This hotline is only used to resolve processing problems and not to accept bids. Neither promises nor contractual agreements of any kind are made via the hotline.

10. After full payment (purchase price and other costs), the auctioned horse must be picked up by Wednesday, August 21st, 2024, 4 pm at the latest. From Thursday, August 22nd, 2024, all maintenance costs will be borne by the buyer. The transport of the horse may only take place after presentation of a receipt of payment certificate issued by the organizer. The horses are handed over with halter.