

# Online Auction Terms and Conditions – Foals

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## I. General Information

The committee "Arbeitsgemeinschaft der Pferdezuchtvereine Lüneburg Nord GbR", Unter den Eichen 20, 21439 Marxen/Germany (hereinafter referred to as "Organizer") is holding an online auction for the sale of foals. The foals are offered for sale on behalf of the exhibitors (Seller). The committee does not offer foals itself and will not act as the contractual partner; all purchase contracts (§ 433 German Civil Code "BGB") shall be exclusively concluded between the buyers (hereinafter also referred to as "Participant" and "Bidder") and the owners of the foals (hereinafter also referred to as "Exhibitor"). The Participant acknowledges these Auction Terms and Conditions by submitting a registration.

The Auction Terms and Conditions shall apply exclusively. Opposing or deviating conditions will not be accepted unless "AG der Pferdezuchtvereine Lüneburg Nord GbR" has expressly agreed so in writing. This shall also apply if delivery is carried out without reservation in the knowledge of conflicting or deviating Terms and Conditions.

All agreements made between the owners of the horses and the bidders for the purpose of executing a concluded contract are based on these Auction Terms and Conditions.

The Auction Terms and Conditions shall apply in principle in the same way with entrepreneurs (§ 14 German Civil Code) and with consumers (§ 13 German Civil Code), unless their validity is expressly restricted with regard to individual clauses within their scope of application.

The property rights and copyrights of "AG der Pferdezuchtvereine Lüneburg Nord GbR" are reserved for all illustrations, videos, drawings, descriptions and other documents used for the auction. Participant, Buyer and any third party shall require the express written permission of the Organizer before passing them on to third parties.

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## II. Participating in the Online Auction

1. The Participant has to register with the website <https://live.fohlenauktion-luhmuehlen.de> to participate in the auction. A participation contract will be set up between Organizer and Participant, based on these Auction Terms and Conditions. No right to participate will be granted. "AG der Pferdezuchtvereine Lüneburg Nord GbR" reserves the right to block a user from submitting a bid and to revoke registration. Each participant shall only be entitled to hold one account.  
A registration can be deleted any time without giving reason in the profile of the Bidder. In this case, all registered data will be permanently deleted unless they are necessary for an ongoing bidding process or the processing of an already effected purchase. Data shall only be deleted if it is finally excluded that it is still needed.
2. The Participant has to provide complete and correct personal information upon registration including information whether he is a consumer as is laid down in § 13 German Civil Code or an entrepreneur as is laid down in § 14 German Civil Code. Misinformation shall entitle the Organizer to cancel the participation contract without notice.
3. Natural persons or legal entities are entitled to participate. Natural persons have to be of legal age and unlimited legal capacity to register for use.  
Legal entities are required to provide full names and addresses of the natural persons authorized to represent them, e.g. managing directors or board members, also indicating the type of authorization representation.
4. The Participant shall be entitled to change the password, but not be entitled to pass it on to third parties. The password has to be treated confidentially and to be protected against misuse. The Participant shall be held liable to the Organizer for all damages resulting from the misuse of his password if the latter has culpably caused the misuse himself. The liability also includes the release from claims of third parties against the Organizer.  
If the Participant becomes aware of misuse or loss of his access data, he has to inform the Organizer immediately by telephone so that access can be blocked.

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5. The Participant shall be entitled to terminate the participation contract any time without giving reasons. The Organizer will then immediately deactivate the access with the associated password. Auctions that have not been closed and where the Participant has placed a bid will still be completed as per the conditions.
6. The Organizer and third parties commissioned by the Organizer are entitled to store and process the Participant's data in addition to his IP address, whereby disclosure of data is only permitted to the Seller and vicarious agents of the Organizer.

### III. Details on the Foals

1. A list of foals will be released with the Organizer's website

[www.fohlenauktion-luhmuehlen.de](http://www.fohlenauktion-luhmuehlen.de).

The list features the following details on the respective foal: Foal name, sex, age, colour and pedigree as well as pictures and video clips. However, the aforementioned details are only a description of the foal. No guarantee is given for a corresponding quality. Information on the respective foal shall neither be subject of a quality agreement with regard to the future purchase contract.

The visual presentation, comments made on the foal's potential, visual appearance, performance capacity and information on pedigree are in particular not part of the quality agreement and not an owed quality.

No guarantee is given for the breeding suitability of the presented horse. Fertility or breeding ability are no agreed qualities.

2. The foals offered have been clinically examined by a certified contractual veterinarian of the Hannoveraner Verband. A veterinary examination report has been drawn up for the clinical examination. Registered Participants can inspect it on the Organizer's website. Participants are strongly recommended to have the veterinary examination report interpreted by their own veterinarians at their own expenses in order to be informed in their own interest about the health condition of the foals.

The objective veterinary findings result exclusively from the clinical examination. A written report has been drawn up and is available for inspection by the Bidder. The specifications of the offered foal listed in the examination report do not become the subject matter of the agreement on quality and are not an owed quality.

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No bid shall be submitted unless the Bidder has declared beforehand that he has been informed about the possibility to inspect the veterinary examination report.

### IV. Online Auction Procedure

1. The respective online auction starts with an offer placed by "AG der Pferdezuchtvereine Lüneburg Nord GbR" on the platform on the Internet. This is a declaration of intent of "AG der Pferdezuchtvereine Lüneburg Nord GbR", aiming at concluding a purchase contract. The bidding period is determined by stating "end of auction". This offer cannot be accepted by a simple "Yes", but is a pre-declared acceptance of the highest bid. The Organizer shall only accept the highest bid that is effectively submitted by a Bidder within the specified bidding period in accordance with the provisions of these Auction Terms and Conditions.

A countdown, visible in the upper area of the bidding page over the entire auction period, indicates the remaining time until the end of the auction for the respective foal (put up for auction).

In the last three minutes before the final end of the auction sale of one foal, each bidding activity will extend the countdown by three minutes, so that after a bid until the final end of the auction, the countdown will again be three minutes. The auction will be closed if no more bids are received during this time. An extension of the closing time for a previous horse shall not result in an extension for the next horse.

2. All bids are quoted in Euro (€). Minimum starting price for a foal shall be 4,000 €. A valid bid has to correspond to the minimum bid and has to be at least one bidding step higher than the bid of the previous bidder. Minimum bid increments for the horses presented in the online auction shall be 250 Euro, 500 Euro or 1,000 Euro, depending on the already achieved amount, and are determined by the system.

It is up to the Bidder to choose whether he wants to be informed by e-mail if his bid is accepted and also if he has been outbid.

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3. Bids can only be submitted online via the online form for registered bidders installed on the Organizer's website. Bids for which the Bidder has not confirmed that he agrees with the validity of these Auction Terms and Conditions and that he has taken note of the revocation instructions as well as the information on the examination protocol will neither be accepted.

A bid expires with the submission of a higher bid. The Participant shall be bound by his bid until that time. Incoming bids will be recorded and considered upon receipt. Bids submitted until the end of the auction and submitted for the registered Participant under "Bids" in accordance with these Auction Terms and Conditions will only be accepted if the Organizer has received them by the end of the auction. Transmission of bids will be at Bidder's risk. The Organizer will not be responsible for any technical delays, not even in case of overload of the transmission paths.

The highest bid received first will be knocked-down if two or more identically high bids have been placed at the end of the auction period.

4. By submitting his bid on the Organizers platform, the Bidder submits a binding bid to the Organizer for the conclusion of a purchase contract. Bidder shall receive an automatically generated e-mail from the Organizer after submitting the bid, confirming receipt of the bid and specifying all related details (confirmation of receipt). This confirmation of receipt does not constitute an acceptance of the contract, but only confirms participation in the auction with the bid submitted. Each bid of any bidder will be replaced by a higher bid. The respective Bidder shall be bound by the submitted bid until the end of the bidding period.

Bids below the minimum bid will not be accepted, even if the Organizer does not receive a higher bid by the end of the auction. The purchase contract for the auctioned foal is concluded without a separate knockdown by the effectively submitted highest bid of the registered Bidder (at the end of the bidding period).

5. The Bidder who has submitted the highest effective bid at the end of the auction will be informed by e-mail or by means of a permanent data carrier in text form. The receipt of notification serves as confirmation of the already concluded purchase contract and is not an additional prerequisite for its conclusion. Bidders who have not submitted the highest bid will not be notified. The highest bid will only be displayed anonymously on the platform immediately after expiry

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of the bidding period. In accordance with § 312 f German Civil Code, purchaser's information includes a confirmation of the contract, featuring all contract details. It also contains all required information as is laid down in § 246 a of the Introductory Act to the Civil Code.

6. "AG der Pferdezuchtvereine Lüneburg Nord GbR" is entitled, at its discretion, to block registered bidders for individual online auctions of individual horses or for a specified period of time or in general and thus to exclude them from the right to participate in its online auctions on a limited or unlimited basis. This shall only be permissible for reasons showing that "AG der Pferdezuchtvereine Lüneburg Nord GbR" can no longer reasonably be expected to maintain a legal relationship with the blocked person.
  
7. The Organizer is entitled to cancel an auction any time before the end of the bidding period if he decides to do so at his reasonable discretion for good cause. In the event of system failures due to technical circumstances, "AG der Pferdezuchtvereine Lüneburg Nord GbR" will also be entitled to cancel the auction. In this respect, the revocation of the respective offer placed on the Internet pursuant to 2.(3) shall be expressly reserved. The cancellation decision will be published on the Internet platform with a keyword-like statement of reason. Bids already submitted expire without substitution. This reservation to revoke the offer for sale to the highest bidder expires at the end of the auction in the case of an online auction carried out in accordance with the announcement and expires at the end of the bidding period, without a separate declaration by "AG der Pferdezuchtvereine Lüneburg Nord GbR" being required.  
Claims for damages by bidders when it comes to technical problems during the Internet auction, in particular in the event of system failures, non-receipt of bids or their rejection for technical reasons will be excluded.
  
8. "AG der Pferdezuchtvereine Lüneburg Nord GbR" maintains a telephone hotline during running auctions, available at caller's expenses at the times specified on the Internet platform with the fees stipulated there.  
This hotline only serves to solve processing problems and not to accept bids. Neither promises nor contractual agreements of any kind are made via the hotline. You can reach the technical support of the operators of the website [auctions.clipmyhorse.tv](http://auctions.clipmyhorse.tv) during business hours from Monday to Saturday from 8.30 a.m. to 10 p.m. by calling +49 (0)611 3608060.

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9. A contract is concluded between the Seller of the horse and the Participant after expiry of the auction time, called "Acceptance of bid".
10. The Organizer reserves the right to resume the auction if the highest bid proves to be invalid at the end of the auction. This bid will then not be accepted for knock-down.

### V. Settlement

1. All prices and bids quoted do not include the applicable value added tax. The tax rate will be shown separately on the invoices.
2. The highest bidding Participant who has won the bid shall pay as Buyer the Organizer a sales fee of 8% of the purchase price plus the statutory VAT of currently 19%. In addition, the Buyer shall bear the insurance costs for the foal, amounting to 1.25% of the purchase price - gross - including the sales fee - gross. Upon acceptance of the bid, the Buyer shall instruct the Organizer to take out this insurance in his name and for his account for the purchased horse.
3. Hammer prices are net prices.  
The Buyer owes as purchase price the accepted bid plus VAT. Sales tax will be raised from the hammer price and can vary, depending on the tax assessment of the Seller. The respective VAT rate for each foal is shown after the name of the exhibitor in the online offer.

The Organizer will not be held liable for the correct information of the sales tax rate of the Seller. If the tax rate should change after the auction, the difference has to be paid by the Buyer or will be refunded to him.

"AG der Pferdezuchtvereine Lüneburg Nord GbR" claims compensation for its activities as Organizer of the online auction as well as costs and taxes, the amount of which depends on the hammer price.

The Organizer issues the following detailed invoice to the Participant who has won the bid:

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**Invoice item 1**                      **final auction sales price** (= highest bid)  
+ individual VAT Seller ( 0% / 10,7% / 19%)  
(as stated in the online offer)  
= **subtotal 1 – sales price**

**Invoice item 2**                      **8% auction fee** on the hammer price  
+ 19% VAT  
= **subtotal 2 – auction fee**

**Invoice item 3**                      **75,00 € veterinary expenses**  
for vet check upon collection  
+ 19% VAT  
= **subtotal 3 – veterinary expenses**

**Invoice item 4**                      **1,25% insurance** on the hammer price  
+ 19% Vers.-Steuer  
= **subtotal 4 – insurance**

**Invoice items 1 - 4                = final amount to be settled**

4. With the confirmation of the conclusion of the purchase contract, the Bidder receives the invoice, featuring price and VAT. Deduction of discounts shall be prohibited.

The purchase price will be due immediately and without deduction upon confirmation of conclusion of the purchase contract. Surrendering the purchased foal to the Buyer or to the carrier will in any case only be possible after payment of the purchase price.

The Purchaser shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been accepted by us. The Purchaser shall only be entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

5. The settlement amount has been irrevocably assigned by the Seller to the Organizer for collection.

The horse remains the property of the Seller until the Buyer has paid the invoice amount in full (retention of title as is laid down in § 449 German Civil Code). Before transfer of ownership, pledging, transfer by way of security, processing



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or transformation of the horse shall not be permitted without the consent of the Organizer.

6. Upon conclusion of the purchase contract (according to paragraph IV. 9.), the risk as is laid down in § 446 German Civil Code shall be transferred to the Buyer, even if the horse remains in the custody of the Organizer or Seller in the first instance.
7. The foals stay with the Seller until they are picked up by the Buyer. The seller bears all costs for care and feeding until the foal is handed over to the Buyer; these costs are included in the purchase price. Buyer and Seller shall contact each other within the insured period (according to paragraph VI) regarding transfer date. The foal shall be collected at the Seller's premises. The place of collection shall be the place of performance agreed upon according to the concluded contract.

Shipping of the foal purchased at the auction will be prohibited even at Purchaser's request. On request, however, the contact details of several forwarding agents who will arrange the transport on behalf and for the account of the Purchaser against payment can be specified for selection without obligation.

8. The settlement amount is due for payment to "AG der Pferdezuchtvereine Lüneburg Nord GbR" immediately after the end of the auction.  
If Buyer does not pay the final settlement amount within 10 working days (including Saturday) after the end of the auction, the Seller shall be entitled to withdraw from the purchase contract. The Seller shall then also be entitled to sell the horse to third parties.  
In this case, Organizer and Seller reserve the right to claim damages - for example in the event of a loss of proceeds
9. Buyers from abroad will be charged the additional fee for the service of the official veterinarian. Seller has irrevocably assigned own payment claims to "AG der Pferdezuchtvereine Lüneburg Nord GbR" for collection and the latter has accepted the assignment.

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## VI. Insurance

"AG der Pferdezuchtvereine Lüneburg Nord GbR" has taken out life insurance for all foals offered at the online auction with the insurance company "R+V Allgemeine Versicherung AG, Niedersachsenring 13, 30163 Hannover/Germany". The respective contract passes on to the Buyer as legal successor with the acceptance of the bid.

After the end of the auction, insurance covers the period until October 31, 2021, at least until the foal will be six months old, at 1.25% of the hammer price plus 19% insurance tax, featuring the following benefits:

- 80% compensation in case of death or emergency killing due to illness or accident,
- 80% compensation in case of permanent unusability.
- There shall be no liability for warranty defects.

The insurance is concluded directly with the above-mentioned insurance company. Settlement will be made with the auction settlement. Contractual basis are the German General Terms of Insurance AVB TLP 01/2008 of the insurance company.

The transport to the Buyer's stable within the insurance period is also covered by this policy. Hammer price plus auction fee and VAT in the amount incurred is considered to be the sum insured.

However, the insurance sum amounts to a maximum of 15,000 €. Buyer can take out a follow-up insurance at his own expense. A waiting period does not apply.

If you have further questions or are interested in a higher or follow-up insurance, please contact our contact person: R+V Generalvertretung Mr. Michael Edzards (Phone +49 (0)172-4530249, michael.edzards@ruv.de).

## VII. Collection

The foal stays with the Seller until the agreed date for collection. Seller shall care for the foal until then free of charge. The risk of accidental loss and deterioration of the foal will pass on to the buyer upon collection of the foal, at the latest upon the foal reaching the age of six months.

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The Buyer has to pick up the foal at the Purchaser's premises.

Provided the foal stays with the Seller after having reached the age of six months, Buyer shall pay feeding and boarding costs including veterinary and farrier costs. 10 € plus statutory VAT shall then be charged per calendar day for boarding and care, irrespective of any other expenses to be reimbursed.

This regulation applies as of October 1, 2021 for all foals that have already exceeded the age of six months before September 30, 2021.

### VIII. Liability

1. All warranty rights and any liability for defects shall be excluded if the Seller is a consumer as is laid down in § 13 German Civil Code or both parties are entrepreneurs as is laid down in § 14 German Civil Code.
2. The exclusion of liability as is laid down under paragraph VIII 1. shall not apply to personal damages resulting from injuries to life, body or health which are based on at least negligent or intentional breach of duty of the Seller or its legal representatives or vicarious agents. The exclusion of liability does neither apply to other damages which are based on a grossly negligent or intentional breach of duty of the Seller, his legal representative or vicarious agents.
3. In the event of a defect, Seller shall be entitled to subsequent performance. Should subsequent fulfilment be unreasonable or impossible, Seller shall be entitled to subsequent delivery.
4. Should the Bbuyer effectively withdraw from the purchase contract, the Seller shall owe the repayment of the purchase price concurrently with returning the horse and retransferring ownership. In addition, Seller shall owe compensation for the necessary expenses of the purchased foal such as feeding and boarding, farrier and in specific emergency cases veterinary costs. Boarding costs are necessary up to the amount of 10 € per day.

Seller shall not be held liable for any other costs. This exclusion does not apply to Seller's liability for personal injury resulting from injury to life, body or health resulting from a negligent or intentional breach of duty of the Seller or its legal representative or vicarious agent.

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The same shall apply to other damages which are based on a grossly negligent breach of duty of the Seller or an intentional or grossly negligent breach of duty of his legal representative or vicarious agent.

Seller's right to release of use, compensation for value for drawn use, consumption, sale, encumbrance, processing, transformation, deterioration or death of the horse shall remain unaffected.

Seller shall reimburse the actual costs for a return delivery of the horse only within Germany. In this respect, costs up to 0.50 € per kilometre are to be refunded. Seller shall pay the costs from the time of crossing the border in the case of a return delivery of the horse from abroad.

5. A liability of the Organizer from the mediated sales contract shall be excluded. Exclusion of liability shall not apply to personal injuries due to injury to life, body or health which are based on at least a negligent breach of duty of the Organizer or an intentional or negligent breach of duty of his legal representative or vicarious agent. This shall neither apply to other damages which are based on a grossly negligent breach of duty of the Organizer or an intentional or grossly negligent breach of duty of a legal representative or vicarious agent of the organizer.
6. Organizer and Sellers do not assume any guarantees. This applies in particular to certain qualities or intended uses. It is known that the further development and the future performances of the foals are not foreseeable and depend on a multitude of different factors. Possible verbal information of Seller and Organizer about the foal's suitability in equestrian sport or breeding do not represent an agreement on quality, but are declarations of knowledge which are based on the subjective impressions of Seller and Organizer.

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### **IX. Liability Period, Inspection and Complaint Obligations**

The period for any defects, including any claims for damages, will be 12 months.

This shall not apply to claims as are laid down in § 437 German Civil Code if the Purchaser is a consumer and the purchased horse is not to be assessed as used goods as is laid down in § 475, par. 2 German Civil Code. In this case, limitation period shall be two years.

If the Buyer is an entrepreneur as is laid down in § 310, par. 1 German Civil Code, his claims for defects shall be subject to the condition that he has duly complied with his obligations to inspect the horse and to give notice of defects as is laid down in § 377 German Commercial Code (HGB).

### **X. German Law, Place of Jurisdiction, Severability Clause**

Place of performance for all mutual obligations from the purchase contract will be Lüneburg/Germany.

If the Customer is a merchant and the business relationship in dispute is to be associated with the operation of his commercial business, Organizer's place of business shall also be the place of jurisdiction.

All rights and obligations arising from and in connection with the contractual relationship are to be governed by non-unified German law, namely the law as is laid down in the German Civil and Commercial Code (BGB/HGB). The validity of UN purchase rights (CISG: United Nations Convention on Contracts for the International Sale of Goods dd. April 11, 1980) will be excluded.

Should individual provisions of these Auction Terms and Conditions be or become invalid or unenforceable, the validity of the contract in general shall remain unaffected. The invalid or unenforceable provision shall be replaced by statutory provisions. The same shall apply in the event that the contract proves to be incomplete.

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## XI. Final Provisions

1. These Auction Terms and Conditions are available in German and English language. Only the German version shall apply in case of contractions; in the event of interpretations, the German version shall also primarily apply and be authoritative for the interpretation of the English version.
2. Organizer reserves the right to amend or supplement these Auction Terms and Conditions in the future. The admitted bidders will be informed separately by e-mail of any changes or supplements to these Terms and Conditions during ongoing auctions. The amended or supplemented conditions shall only apply if Bidder submits a new bid after receipt of notice.

The EU Commission has provided a platform for online dispute resolutions (so-called "ODR Platform"). This platform is scheduled to serve the out-of-court settlement of disputes arising from online contracts. To access this platform, click on the following link for the OS platform:

<http://ec.europa.eu/consumers/odr>.

"AG der Pferdezuchtvereine Lüneburg Nord GbR" hereby informs you that we are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board as is laid down in § 36 German Consumer Dispute Settlement Act (VSBG).

Lüneburg/Germany, August 2021

