

## Online Auction 2022 – Terms and Conditions – Foals

The auction conditions are published in German and English on the website <https://www.fohlenauktion-luhmuehlen.de> and must be expressly acknowledged by each participant or bidder when registering.

---

### 1. General

The AG der Pferdezuchtvereine Lüneburg Nord GbR, D-21439 Marxen, Unter den Eichen 2 (hereinafter referred to as the organizer) will conduct a public and publicly accessible auction for the sale of foals. The auction is responsibly conducted by the publicly appointed and sworn auctioneer Bernd Hickert. Therefore, the regulations of the consumer goods sales law do not apply and by these auction conditions, limitations of liability and relief from the statute of limitations are subsequently agreed upon.

The regulations of the distance selling law do not apply; because the buyers agree to inspect the foal prior to placing an online bid or to have it inspected by an authorized representative and to inform themselves about the veterinary status at the auction veterinarian or to inspect the veterinary reports. This is because the organizer wants to ensure that the sellers only sell their foals to buyers who have gained an impression of the foal's actual appearance and are convinced that a foal to be purchased by them meets their expectations.

There are property rights and copyrights to all illustrations, videos, drawings, descriptions and other documents used by the organizer for the auction. Therefore, any use by participants, buyers or third parties is subject to approval and only possible with the permission of the organizer.

### 2. Auction

2.1 The organizer shall have the foals listed in the catalog auctioned off publicly in the name of and for the account of the exhibitors/suppliers (sellers) in accordance with §§ 383 para. 3 p.1, 312g para. 2 and item 10, 474 para. 2 p.2 BGB (German Civil Code) (representative/agency business). Tickets are available for purchase by anyone wishing to attend the auction in person at the Kurt-Günther-Jagau-Halle in D-21376 Luhmühlen, as long as stocks last.

## Online Auction 2022 – Terms and Conditions – Foals

Anyone who does not wish to participate in the auction in person may participate online at ClipMyHorse by registering via the domain <https://live.fohlenauktion-luhmuehlen.de>, providing the information requested therein and confirming the conditions requested.

- 2.2 The buyers present in person can place their bids by visibly raising a bidding card. Buyers who have validly registered for bidding in the online procedure shall bid in electronic form in accordance with the provisions of the Online Participant Agreement. Effective bidding is only possible in the two aforementioned procedures. Transmission in other procedural methods, e.g. translation programs, does not necessarily lead to the receipt of a bid, because their receipt cannot be determined with certainty. Buyers who participate in the auction via the online procedure can only submit effective bids if they have previously personally inspected the horses they are interested in, either themselves or through a representative, and have asked one of the auction veterinarians for the current veterinary status. Otherwise, they will not be admitted to the bidding procedure.
- 2.3 The foals offered for auction will be shown running free. The starting bid is € 4,000.00. In the hall, higher bids of at least 200.00 euros will be accepted.
- 2.4 The purchase contract is concluded with all buyers in legal form by acceptance of a bid and with online buyers additionally by a purchase confirmation by email. If doubts arise about the validity of the surcharges, which must be asserted immediately, the offer can be resumed and continued. The registration of doubts about the validity of a knockdown is allowed even if the purchase slip has already been signed, but must be done at the latest until the final knockdown of the last horse of the auction. Doubts about the validity of the knockdown can only be raised by bidders of the horse in question, the auctioneer or the organizer. The doubts will be decided by the Auktion Management. The decision to cancel the knockdown requires unanimity.
- 2.5 If the buyer does not sign the purchase note or if he/she indicates during the auction that he/she does not accept the horse, the horse may be auctioned again at the auctioneer's judgement. The first buyer is liable to the organizer and the feeder for any shortfall in proceeds.

### 3. Settlement

3.1 The hammer prices are net prices. The buyer owes as purchase price the awarded bid plus value added tax. The sales tax shall be levied on the hammer price and may vary depending on the Seller's assessment. In the auction catalog, the applicable VAT rate is shown behind the name of the exhibitor for the horse in question. The sales tax will be indicated by the seller. The organizer assumes no liability for this information. The organizer receives a remuneration for his activity as selling agent, which is based on the hammer price, as well as costs and taxes. In addition, the organizer insures all foals in a group insurance and charges a premium contribution of 1.25% of the gross price plus insurance tax for this.

3.2 The settlement amount is calculated as follows:

<b>Invoice item 1</b>	<b>Final price of the auction</b> (= highest bid) + indiv. VAT of the seller (0% / 9,5% / 19%) (according to the information in the online offer) = <b>subtotal 1 - Selling price</b>
<b>Invoice item 2</b>	<b>8% auction fee</b> on the hammer price + 19% sales tax = <b>subtotal 2 - auction fee</b>
<b>Invoice item 3</b>	<b>75,00 € veterinary costs</b> for the veterinary examination at the acceptance of the bid + 19% sales tax = <b>subtotal 3 - veterinary costs</b>
<b>Invoice item 4</b>	<b>1,25% insurance</b> on the surcharge + 19% insurance tax = <b>subtotal 4 - Insurance</b>
<b>Invoice item 1 - 4</b>	<b>= Settlement amount</b>

## Online Auction 2022 – Terms and Conditions – Foals

- 3.3 The settlement amount shall be paid to the organizer immediately after the acceptance of the bid. Payment is to be made at the cash desk set up at the organizer in cash or by bank-confirmed check. Only if invoicing has been expressly agreed, the invoice settlement shall be made within 7 days. Costs and interest arising from the cashing of checks or from a bank transfer shall be borne by the buyer. From foreign buyers the fee for the service of the official veterinarian will be charged additionally. The Seller has irrevocably assigned its own payment claims to the Organizer and the Organizer has accepted the assignment.
- 3.4 Upon acceptance of the bid, the Buyer shall become the legal successor as policyholder of the animal life insurance policy mentioned below.
- 3.5 The sellers retain ownership of the respective foal in accordance with § 449 BGB (German Civil Code) until the settlement amount and any ancillary costs have been paid in full.
- 3.6 Upon conclusion of the purchase contract (see item IV.9.), the risk shall pass to the buyer, even if the horse initially remains in the custody of the organizer or seller.
- 3.7 The foals remain with the seller until they are accepted by the buyer. The costs for the care of the foal until it is handed over to the buyer shall be borne by the seller; they are included in the purchase price.

The shipment or delivery of the auctioned foal will not take place even if requested by the purchaser. On request, however, several forwarding agents with contact details can be named for selection without obligation, who will take over the transport on behalf and for the account of the purchaser against remuneration.

- 3.8 If the purchaser does not pay the settlement amount within 7 working days (including Saturday) after the end of the auction, the seller may withdraw from the purchase contract. The seller is then also entitled to sell the object of purchase to a third party. In this case, the organizer and the seller reserve the right to claim damages - for example, in the event of reduced proceeds.

### 4. Insurance

The organizer has taken out life insurance for all foals offered. The respective contract is transferred to the buyer with the knockdown as legal successor. The insurance premium will be settled with the auction settlement.

For 1.25% of the hammer price plus 19% insurance tax, the insurance coverage extends insurance coverage after the auction until 31.10.2022, but at least until the end of to the end of the 6th month of life, with the following benefits:

- 80% indemnity in case of death or emergency killing due to illness or accident,
  - 80 % compensation in the event of permanent unserviceability.
- There is no liability for warranty defects.

The insurance is concluded directly with the above-mentioned insurance. The settlement will be made with the auction settlement. Contractual basis are the AVB TLP 01/2008 of the R+V insurance.

### 5. Characteristics of the foals

5.1 Exclusively the following characteristics of the foals are contractually agreed upon: Parentage over three generations, sex, age, color, life number, possibly special family achievements.

The foals have the following degree of use or condition of use: halter-handled, first blacksmith treatment, veterinary examinations, registration and identification (transponder), transports to selection dates. Usage beyond this and further use such as participation in shows and successes achieved are to be taken from the catalog description. Fertility or ability to breed or mate are neither agreed upon nor owed nor guaranteed.

5.2 Insofar as a picture and/or a comment is shown in the auction catalog, these are impressions of the foal that existed at the time the catalog went to print, without the seller or the organizer making any declaration of intent regarding special of the foal. In addition, video films were made of most foals prior to the auction. These can be viewed by interested parties on the Internet. The film content is also not agreed or owed as a quality and therefore not the content of a quality agreement with regard to the future purchase contract. The descriptions are subjective impressions and assessments of the organizer.

5.3 Current health impairments and significant changes in the description of a foal will be announced by a final report as so-called "last reports" and/or by the auctioneer.

### **6. Liability of the Seller**

6.1 The seller assumes liability for material defects for negative deviations from the characteristics specified in section 5 in accordance with the statutory provisions with the following restrictions:

6.2 The seller shall primarily have the rights and obligations for subsequent performance. Subsequent improvement shall be owed to the extent that, according to an expert opinion of a veterinarian of the Pferdeklinik Nindorf, Dr. Anna Rötting, D-21271 Nindorf, which is binding for both parties, the elimination of a defect be expected within six months of treatment. Should the rectification be impossible, unreasonable or have failed, the seller may replace a defective foal with an equivalent, similar foal free of defects by way of subsequent delivery.

6.3 The claim for reduction is excluded.

6.4 Should there be significant deviations from the contractually agreed quality of the horse at the time of the transfer of risk, the buyer may declare the withdrawal from the contract and the seller shall take back the horse and repay the purchase price.

6.5 Should the buyer also be entitled to claims for damages, these shall be limited the following conclusively named circumstances: Transport costs from the auction location to the buyer's stable within Germany, necessary stable and feed costs, veterinary fees for necessary examinations and necessary treatments as well as blacksmith costs. Actual costs of a return transport will be reimbursed by the seller only within Germany. In this respect, costs up to the amount of 0.50 € per kilometer driven are to be reimbursed. In the case of return transport from abroad, the Seller shall pay the costs from the point at which the border is crossed.

6.6 All claims of the buyer asserted against the seller arising from the auction purchase shall be addressed to the Auction Management of the AG der Pferdezuchtvereine Lüneburg Nord GbR, D-21439 Marxen, Unter den Eichen 2, who shall handle the claim as the seller's representative.

## Online Auction 2022 – Terms and Conditions – Foals

- 6.7 Any claims arising from liability for defects shall become time-barred within six months after the transfer of risk.
- 6.8 The seller shall only be liable for negative deviations from the agreed quality. Any liability beyond this is excluded; to this extent the horses are sold as seen and to the exclusion of any liability for material defects. In particular, no liability shall be assumed for the state of health of the horses; the seller shall not be liable for the fact that the examining veterinarians have carried out a dutiful survey and evaluation of the findings, because they work independently and are not vicarious agents of the seller or his representative.
- 6.9 Excluded from all limitations of liability and alleviations of the statute of limitations in Section 6 are claims for damages arising from injury to life, limb or health that are based on at least a negligent breach of duty by the Seller or the organizer or an intentional or negligent breach of duty by a legal representative or vicarious agent of the Seller or the organizer. The same applies to claims for damages based on at least a grossly negligent breach of duty by the seller or the organizer or a legal representative or vicarious agent of the seller or the organizer.

### **7. Health status - no owed condition**

- 7.1 Outside of the condition agreement, all foals put up for sale shall be clinically examined by independent veterinarians. The extent of the examinations and the findings obtained will be documented by veterinary reports. The reports must be inspected by all prospective buyers, their authorized representatives and the veterinarians advising them for their own information, evaluation and review prior to participation in the bidding process. The inspection of the reports is possible both via the auction veterinarian Dr. Stefanie Spitzlei, D-21376 Salzhausen, Birkenberg 8, and after registration of the bidders on the website <https://www.fohlenauktion-luhmuehlen.de>.
- 7.2 The results of the examination of the veterinarians, their findings and evaluations are independent services of these veterinarians. They are not the subject of an agreed or owed condition or content of the contract. The veterinarians are not vicarious agents of the organizer or the seller, but act independently.

### 8. Handover

The foal remains with the seller until the agreed handover. Until then it will be maintained by the seller free of charge. The risk of accidental loss and deterioration of the animal shall pass to the buyer upon acceptance of the foal, at the latest when the foal reaches the age of six months. The exhibitor will ask a veterinarian for the inspection, who will carry out a clinical examination of the foal with the standard of a usual purchase examination and issue a certificate. This certificate will be sent to the organizer. The costs of the examination shall be borne by the buyer. The buyer has the right to additionally call in his own veterinarian for the inspection. In case of deviating findings of the veterinarians, the required defect-free physical condition shall be determined bindingly by the Pferdeklinik Nindorf, Dr. Anna Rötting, D-21271 Nindorf. The costs associated with the aforementioned examinations shall be borne by the buyer.

If the foal remains with the organizer or seller after reaching the age of six months, the buyer must bear the costs of maintenance including veterinary and blacksmith costs. For the accommodation and care, 13.00 Euro per calendar day plus statutory VAT will then be charged, irrespective of any expenses to be reimbursed beyond this. In the case of foals that have already exceeded the age of six months before September 30, 2022, this provision shall apply from October 1, 2022.

### 9. Amendments, applicable law, place of jurisdiction and severability clause

- 9.1 The auctioneer and the organizer reserve the right to make changes to the course of the event.
- 9.2 The Auction shall be governed by German law in the form of the BGB, HGB, GVG, ZPO and the provisions of these Auction Terms and Conditions.
- 9.3 The place of performance shall be 21439 Marxen. The local court D-Winsen/L./ district court D-Lüneburg is also agreed as the place of jurisdiction. If the buyer is not a merchant, the agreement on the place of jurisdiction shall only apply if the buyer moves his place of residence from Germany to another country after conclusion of the contract or if his place of residence or habitual abode is not known at the time the action is brought.



## Online Auction 2022 – Terms and Conditions – Foals

9.4 If individual provisions of the Terms and Conditions of Auction are or become invalid, the remaining provisions shall remain in force. The law shall apply in place of the invalid provision.

9.5 These Auction Terms are available in German and in English. In the event of any contradictions, the German version alone shall apply; in the event of interpretations, the German version shall also be primarily used and authoritative for the interpretation of the English version.

Luhmühlen, Germany, as of September 2022