

Terms and Conditions for the Online Embryo Auction

I.

1. General – Scope

Westfälisches Pferdestammbuch e. V., Sudmühlenstraße 33, 48157 Münster, Germany – hereinafter also "Organiser" – undertakes the auction of horse/ pony embryos over the internet – hereinafter "online auction" – on behalf of and on account of the respective exhibitor (brokerage).

These Online Auction General Terms and Conditions – hereinafter also "GTC" – shall form the basis for the purchase contract with the Buyer and for the legal relationship to the Bidder (hereinafter also "Participant" and "Buyer") and the Exhibitor.

The Exhibitor, with the registration of embryos, has accepted these Online Auction General Terms and Conditions. The Bidder accepts the Online Auction General Terms and Conditions by participating in the bidding process. In the event of a successful bidding process, a purchase contract shall be concluded between the Exhibitor and the highest bidder only.

These GTC apply exclusively; any terms and conditions contrary to or deviating from these GTC shall not be recognised unless their validity is expressly agreed to in text form. These GTC also apply if the purchase contract is concluded without reservation in the knowledge that the Buyer's terms and conditions are contrary to or deviate from these GTC.

All agreements made between the Organiser and the Buyer for the purpose of executing a concluded contract are laid down in these GTC.

The Organiser retains the property rights and copyrights to illustrations, videos, drawings, descriptions, and other documents used by the Organiser for the auction. The Bidder, the Buyer and any third party must obtain the express consent of the Organiser in text form before passing these on to third parties.

These GTC apply principally in the same way towards entrepreneurs (§ 14 of the German Civil Code (BGB)) and towards consumers (§ 13 BGB), unless their validity is expressly limited with regard to individual clauses in their scope.

2. Structure and execution of the online auction

2.1 Registration and user account

Participation in an online auction is open to any natural or legal person who is registered with the Organiser. Participants may only be allocated one account. There is no right of participation. When registering, all questions asked by the Organiser in the registration form must be answered truthfully and completely, and any requested copies must be included. Every participant must also submit whether they are a consumer as defined in § 13 of the German Civil Code (BGB) or an entrepreneur as defined in § 14 BGB. If the Participant submits inaccurate information, the Organiser may terminate the contract of participation without notice. The Organiser and the vicarious agents commissioned by them for the implementation of the online auction are also authorised to store the Participant's IP address.

Representation and legal capacity:

(a)

Natural persons may only register to use the platform if they are of legal age and have unlimited legal capacity.

(b)

Natural persons who are authorised representatives of a legal person must be mentioned by name.

(c)

Registered users are given a password. Every user shall undertake to keep their password secret.

The Participant may cancel the contract of participation at any time, upon which their password access will be deactivated after the auction has run its course. If the cancelling participant has submitted a bid in an online auction that has not yet finished by that time, that auction will be nevertheless concluded in accordance with the contract.

The Organiser is entitled to terminate the contract of participation without notice for good cause. This applies in particular if the Participant refuses without grounds to fulfil the contract concluded by way of the auction, or never intended to fulfil this.

The Organiser is entitled to exclude the Participant from further events.

2.2 Online auction procedure

(a)

The online auction begins with an offer made by the Organiser on the internet platform. This is a declaration of intent by the Exhibitor to conclude a purchase contract. In the offer, the bidding time is specified through the information given under "end of auction". This offer cannot be accepted by a simple "yes", but rather involves an acceptance, declared in advance, of the highest bid. The Exhibitor shall only accept the highest bid effectively submitted by a bidder within the stated bidding period in accordance with the conditions of these GTC.

(b)

Bids may be given only through the interface installed on the platform for registered bidders and only online. Bids submitted by other means shall not be considered even if they reach the Organiser during the bidding period. A bid will also not be accepted if the Bidder has not declared that they agree to the validity of these GTC for the respective auction and acknowledge the cancellation policy. Bids entered which are submitted for the registered user under "Bid" before the end of the auction in accordance with these GTC will only be considered if they are received by the Organiser before the end of the auction. Transmission is carried out at the Bidder's risk.

(c)

Each bid of each bidder shall be released subject to the submission of a higher bid. Each bidder is bound by the bid they submitted until the end of the bidding period. Bids entered under the minimum bid shall not be accepted, even if no higher bid is received by the Organiser before the end of the auction. The purchase contract for the auctioned embryo shall be concluded by the effectively submitted highest bid of the registered Bidder (at the end of the bidding period) without a separate knock-down.

(d)

An effective bid must be equal to or more than the minimum bid as well as be at least one bidding step above the previous bidder's bid.

(e)

The contract between the Exhibitor and the highest bidder for the purchase of the embryo is concluded upon expiry of the auction period (i.e. the fall of the hammer). The Organiser is not responsible for technical delays – including overload of transmission paths.

(f)

If the highest bid at the end of the auction is found to be invalid, this does not mean that the next-highest bid wins the auction. The Organiser can in this case reopen the

auction and determine a new ending period. In this case, the starting price shall be the highest valid submitted bid up to that point.

2.3 Bidding phases

(a)

Maximum or highest bids may be submitted in the first bidding phase. Below €10,000.00, the price shall increase by increments of €250.00; from €10,000.00 and higher, the price shall increase by increments of €500 (hereinafter "increment"). Incoming bids are prioritised strictly according to the time of their receipt. If two or more identical highest bids are received at the end of the auction, the bid received first wins the auction. All times are determined by the system time of the server.

If a bid is submitted that includes a total or partial increment above the current bid, the current bid will change in relation to the newly submitted bid and all previously submitted competing bids. For example, if the current bid is for €5,000 and a maximum bid of €7,500 is received, the current bid is raised to €5,250.00 (i.e., one increment higher than €5,000). If there is already a competing maximum bid of €6,000.00 at that time, the current bid rises to €6,250.00 – i.e., by one increment above €6,000.00.

If a maximum bid has been placed, the Participant will receive an email confirming their bid, that they are the highest bidder, and including the bid amount. As soon as the highest bid is exceeded, the Participant will receive another email in which they will be informed that they have been outbid.

(b)

At the end of the auction the maximum bid will be replaced by a bid up process. The respective increment as well as the final price will be shown directly to the Participant. During the last 180 seconds before the end of the auction, each bidding activity extends the countdown by 180 additional seconds.

(c)

All placed bids are subject to applicable sales tax.

(d)

Notification of conclusion of contract: The bidder who has submitted the highest effective bid at the end of the auction shall be notified thereof in text form by email or by other means on a permanent data medium. The receipt of the notification is the confirmation of the already concluded purchase contract and not an additional condition for its conclusion. Bidders who did not place the highest bid will not receive notification. The highest bid will be provided without the Bidder's name on the platform immediately after expiry of the bidding period.

(e)

The Organiser is entitled at their dutiful discretion to block registered bidders for specific auctions of specific embryos or for a certain period of time or in general, and thus to exclude them from participating in auctions on a limited or unlimited basis. This is only permitted if there is good cause showing that a continuation of a legal relationship with the blocked person is no longer acceptable.

(f)

The Organiser may stop an auction at their reasonable discretion at any time before the end of the bidding period if there is an objective reason to do so. The Organiser is also entitled to cancel the auction in the event of system failure due to technical difficulties. In this respect, the right of revocation of the respective online offer for individual embryos is expressly reserved. The decision to discontinue will be communicated on the online platform with a heading stating the reason. Upon this notification, bids already placed will expire without substitution. In the case of an auction carried out in accordance with the announcement and concluded at the end of the bidding period, the reservation to revoke the offer to sell to the highest bidder shall expire at the end of the auction without requiring a separate declaration by the Organiser. Bidders may make no claims for damages in the event of technical difficulties in the execution of the online auction, in particular system failures, non-access to bids or their rejection for technical reasons.

(g)

During ongoing auctions, the Organiser shall maintain a hotline which can be reached at the time stated on the online platform at the caller's expense and at the charges stated there. This hotline serves only to resolve transaction processing problems and not to accept bids. No commitments shall be made nor any kind of contractual agreements concluded via the hotline.

3. Information on the auction object

(a)

The auction object is exclusively the horse/pony embryo. This is sold in the following ways:

(1) as a frozen embryo.

(2) as an embryo which was implanted in a surrogate mare (a recipient dam that is

not the genetic dam).

(3) as an embryo that is being carried by the genetic dam.

Insofar as 3 a (2) applies, the Exhibitor has the right to choose whether

(a) ownership of the surrogate dam is transferred to the Buyer
upon sale of the embryo

or

(b) the sale is reduced exclusively to the embryo and
ownership of the surrogate dam is not transferred to the buyer

Insofar as 3 a (3) applies, the object of sale is reduced exclusively to the embryo. The Seller remains owner of the genetic dam.

Which of the aforementioned shall apply can be taken from the respective description in the published offer. The same shall apply to the Seller's exercised right of choice on the question of the transfer of ownership of the surrogate dam. Insofar as the right to choose to which the Seller is entitled has not been exercised in the respective description, the sale is made of the embryo exclusively without transfer of ownership of the respective surrogate dam.

Apart from agreements of the GTC governing the purchase contract here, the contracting parties are at liberty to agree on a transfer of ownership of both the surrogate dam as well as the genetic dam.

(b)

Insofar as the condition of the embryos is concerned, there shall be

(1) for a frozen embryo, an embryo certificate, in which
the embryo's genetic dam and sire are confirmed

(2) for embryos that have been implanted in a surrogate dam or that
are present in the genetic dam (form variant of the aforementioned 3 a
(2) and (3)), in either case a veterinary certificate of pregnancy confirmed
by ultrasound examination as well as a corresponding certificate stating
that the embryo was successfully implanted in the surrogate dam and
confirming the embryo's genetic dam and sire.

The corresponding documents are available for inspection and can be obtained from the Organiser.

(c)

The above information is merely a description of the auction object and is not the subject of an agreement on qualities with regard to a future purchase contract. Comments or other verbal statements made assigning, currently or postnatally, appearance or ability to the embryo as well as the information on pedigree do not represent an agreement on qualities, but rather are declarations of knowledge and based on subjective impressions of the Seller, Organiser, or their vicarious agents.

No qualities with regard to special sporting or breeding abilities or talents of the embryo are connected with this, neither at present nor in the future. The same applies with regard to future health.

(d)

The purchase of the embryo expressly excludes a transfer of breeder status. The breeder remains the person who arranged the pairing.

4. Purpose of use/guarantee

The Seller and the Organiser expressly assume no guarantee. This also applies in particular to certain characteristics or uses of the embryo and its development.

The same applies for the suitability of the pregnant surrogate dam as well as, in the event of the transfer of ownership of the surrogate dam, for certain characteristics or uses pertaining to the surrogate dam.

The parties agree that the further development and capabilities of the embryo are not foreseeable. Any verbal statements made by the Seller or the Organiser regarding the classification of the embryo as a future riding, sport or breeding horse and regarding its predominant permanent suitability do not represent any characteristics of quality or guarantee promises but are based on subjectively formed impressions of the Seller/Organiser or their agents. They do not imply any quality or guarantee with regard to particular sport or breeding abilities or performance of the embryo or the recipient surrogate mare, neither now nor in the future.

5. Transfer of risk

The risk of accidental loss and / or deterioration of the embryo and, if sold, of the surrogate mare, passes to the Buyer upon conclusion of the contract, which also replaces the handover. This also applies if the surrogate dam / genetic dam and, accordingly, the embryo remain in the custody of the Seller or the Organiser.

6. Acceptance / place of performance, location of the surrogate dam / genetic dam

a) Frozen embryo

/ The Buyer or their agents shall undertake to collect the frozen embryo immediately after conclusion of the purchase contract. The embryo must be collected by the Buyer no later than two weeks after the end of the auction at the Organiser's registered place of business in Münster-Handorf, unless the Seller and the Buyer have agreed on another handover location.

(b)

The preceding regulation a) also applies in the event of the sale of the embryo with simultaneous transfer of ownership of the surrogate dam.

(c)

In the event of variants represented under 3 a (2) (b) and (3), the surrogate dam / genetic dam remains in the possession and custody of the Seller, unless the Seller and the Buyer have agreed otherwise.

The Seller undertakes to tend to and look after the mare and any born foal with *diligentia quam in suis* until the latter reaches weaning age (at the latest, six months after birth). Once the contract has been signed, the Buyer shall pay the Seller the monthly sum of €350.00 including value-added tax for the care of the surrogate dam / genetic dam until the birth of the foal, and the monthly sum of €350.00 including value-added tax after the birth of the foal until it reaches weaning age, to be paid into the account to be provided by the Seller.

Costs related to the dam's veterinary care as well as farrier costs shall be borne by the Seller. Any veterinary costs arising from the birth of the foal as well as additional costs for veterinary care including farrier services for the maintenance of the foal shall be borne by the Buyer.

(d)

The buyer undertakes to accept delivery of the foal or collect the foal by the 15th of October of the current year or at the age of six months at the latest. Earlier acceptance / handover may occur at the request of the Buyer in coordination with the Seller. The handover date is hereby to be coordinated by the Buyer with the Seller.

Place of performance for acceptance is the registered place of business of the Westphalian Horse Centre at Sudmühlenstraße 33, 48157 Münster-Handorf, Germany. The Seller and the Buyer may agree to another location for the handover.

(e)

Insofar as the Seller and the Buyer have reached a different agreement, in deviation of the aforementioned provision, that the Buyer should take possession and custody of the surrogate dam / genetic dam, the parties thus agree to the following:

(1)

Place of performance for transfer of ownership is the registered place of business of the Westphalian Horse Centre at Sudmühlenstraße 33, 48157, Münster-Handorf, Germany. The Seller and the Buyer may agree to a different place of handover.

The costs connected with delivery to the place of handover shall be borne by the Seller, insofar as the distance (one-way) between the horse's location and the registered place of business of the Westphalian Horse Centre in Münster-Handorf, or the otherwise agreed handover site, does not exceed 150 km. If this distance is longer, the Buyer shall bear the transport costs. Additional costs associated with the transport from the place of handover to the Buyer's destination shall be borne by the Buyer.

(2)

The Buyer undertakes to pay, prior to taking possession of the mare, a security corresponding to the mare's value into an escrow account named by the Seller and set up separately by the Seller. If the parties are unable to agree on the value of the mare and thus the corresponding amount of the security payment and/or if the security is not paid before the transfer of ownership, the mare shall remain in the Seller's possession and custody on the basis of the preceding provision (6 c).

(3)

The risk of accidental loss and/or deterioration of the mare as well as all costs associated with the necessary care and maintenance of the mare, including veterinary and farrier costs, shall be borne by the Buyer.

(4)

The Buyer shall hand over the mare in the same physical condition and health as at the original handover, as well as vaccinated and wormed, no later than six months after the birth of the foal to the Seller at the registered place of businesses of the Westphalian Horse Centre, Sudmühlenstraße 33, Münster-Handorf. The Buyer shall thus notify the Seller on the event of the birth of the foal.

If the Buyer does not fulfil their obligation to return the foal within two weeks calculated from the six-month return date after the birth of the foal, the Seller is thus entitled to either

- adhere to the claim for return and, if necessary, to pursue the return of the mare in court as well as to assert claims for damages

or

- take satisfaction with the security credit.

(5)

During the lactation phase of the born foal, the owner of the genetic dam may have the genetic dam covered or inseminated by a stallion of the owner's choosing. The Buyer agrees to such measures.

(6)

The Seller is authorised to keep the security payment in the event of a dispute regarding the proper return of the mare.

In the event of discrepancies and corresponding differences of opinion regarding the physical condition and health of the mare at the time of return, the Seller shall specify the existing impairments to the mare leading to the justification, in the Seller's opinion, of improper fulfilment of the return obligation and have this provided to the Buyer in text form as well as inform the Organiser thereof in writing.

Insofar as the Seller is not prepared to accept the health reasons leading to the refusal of acceptance, the Seller and Buyer agree to engage a veterinary expert who, through a veterinary examination, shall make a decision on the reported impairments and, if applicable, reduction in value / loss of value. The parties agree that recourse shall not be sought through legal action. Rather, these questions / assertions shall be submitted to the expert for subsequent decision both with regard to the existence of such impairments and to the question of a reduction in value; both parties shall accept the expert's decision unconditionally.

The Seller and the Buyer shall appoint one of the following persons as expert:

- Dr Viktor Baltus, Tierklinik Domäne Karthaus, Weddern 16 c, 48249 Dülmen

or

- Dr Carsten Weitkamp, Tierklinik Telgte, Kiebitzpohl 35, 48291 Telgte

or

- Dr Matthias Niederhofer, Tierklinik Telgte, Kiebitzpohl 35, 48291 Telgte.

If the parties cannot agree on the selection of a person to serve as expert, the Seller shall have the right to appoint the expert.

The examination shall take place at the registered place of business of the Westphalian Horse Centre at Sudmühlenstraße 33, 48157 Münster-Handorf, Germany. If, for veterinary reasons, it is not possible to carry out the examination at the registered place of business of the Westphalian Horse Centre in Münster-Handorf, the examination will take place at the expert's veterinary practice.

The costs of the expert opinion shall be borne by the unsuccessful party. In the event of a partial win / loss, the costs of the expert opinion shall be divided between the disputing parties according to the percentage ratio of the win to the loss.

Insofar as the contracting parties are represented by lawyers in the expert opinion proceedings, each of the parties shall bear their own lawyers' fees.

Otherwise the provisions of §§ 1025 et seq. of the German Code of Civil Procedure (ZPO) apply accordingly.

(7)

The Buyer shall take out horse owners' liability insurance cover for the mare transferred into the Buyer's possession. The Buyer furthermore releases the Seller from any applicable third-party claims inter se.

(f)

The parties agree that the aforementioned provisions on the Buyer's payment obligation shall automatically terminate upon the Seller's taking possession and custody of the mare, insofar as the desired receipt of a foal can no longer be fulfilled. In the case, for example, of foetal resorption or stillbirth, the Buyer's obligation to pay for care and maintenance ends at that time. Transfer of possession obligates the Buyer, in the event of the events described above, to return the animal without delay whilst upholding the other agreements.

7. Prices and payment terms

(a)

All submitted prices and bids do not include current applicable sales tax. The sales tax amounts to, depending on the taxation of the Exhibitor (Seller): 0% (private sale), 10.7% (flat-rate option for farmers) or 19% (commerce, etc.) The corresponding value-added tax rate is shown after the name of the Exhibitor on the auction page in the offer for the respective embryo. The information on the value-added tax will be provided by the Exhibitor after notification. Westfälisches Pferdestammbuch e.V. assumes no liability regarding this information.

(b)

For its mediation services, Westfälisches Pferdestammbuch e.V. will charge the Buyer a sales fee of 6% of the final price (net) plus 19% value-added tax.

(c)

In this context, the amount to be paid by the Buyer is calculated as follows:

1. Invoice embryo: Purchase price (highest bid)
+ Exhibitor's individual value-added tax (0%, 10.7%, 19%)
= Gross invoice amount 1
2. Invoice fees:
 6% fees from purchase price
+ statutory value-added tax (currently 19%)
= Gross fees

The Bidder will receive the invoices indicating the price and VAT with the confirmation of the conclusion of the purchase contract.

Discount deductions are not permitted.

(d)

The purchase price is due immediately and without discount. The statutory regulations concerning the consequences of default of payment shall apply. The auctioned embryo will be handed over to the Buyer or to the carrier only after full payment of the purchase price and fees. The invoice amounts are to be paid immediately by bank transfer to the account of Westfälisches Pferdestammbuch e.V. at

Sparkasse Münsterland-Ost
IBAN: DE35 4005 0150 0045 0213 00
BIC: WELA DED1 MST

(e)

The Buyer is entitled to offsetting rights only if their counterclaims are legally established, undisputed, or recognised by Westfälisches Pferdestammbuch e.V. The Buyer is only entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

(f)

The Exhibitor retains ownership of the respective embryo until full payment of the invoiced amount to Westfälisches Pferdestammbuch e.V. in accordance with § 449

BGB. In the case of payment by cheque or bank transfer, the transfer of ownership shall take place at the time of the unconditional receipt of the invoiced amount into the account of Westfälisches Pferdestammbuch e.V.

(g)

If the Buyer does not pay the invoiced amount within five working days (including Saturday) after the end of the auction, the Seller may withdraw from the contract and sell the embryo elsewhere. The original buyer is hereby liable for any shortfall in proceeds and is also liable to pay damages to the Organiser.

(h)

The Westfälisches Pferdestammbuch e.V. is irrevocably authorised by the Exhibitor to collect the invoiced amount from the Buyer on its own behalf and on its own account.

(i)

In the event that the Buyer comprises several persons for the purchase of an embryo at auction, these persons shall bear liability, jointly and severally, to the Exhibitor for claims arising from the auction purchase (purchase price, fees, commission, acceptance, etc.) The Buyers are furthermore entitled to their own claims from the auction transaction as joint creditors, so that the Seller/Exhibitor is entitled to make payment to each of the Buyers.

(j)

The value-added tax invoiced for buyers residing abroad cannot be refunded by farmers who use the flat-rate scheme (10.7%), as this tax is not payable by the Exhibitor to the tax authorities. The auction fee may be exempted from value-added tax upon presentation of the necessary documents. If the Exhibitor is a business or a farmer opting for 19% value-added tax, the exemption from sales tax does not change. The Buyer furthermore shall provide information regarding export and transport promptly after purchase.

8. Retention of ownership

Ownership of the embryo purchased at auction as well as ownership of the surrogate dam, if applicable, passes to the Buyer only after full payment of the purchase price plus brokerage fee and value-added tax.

The right is reserved to transfer ownership until all due claims from the business relationship have been paid.

Prior to the transfer of ownership, no pledging, transfer by way of security, handling or transformation shall be permitted without the consent of the Organiser and / or Seller.

9. Insurance

The Buyer has the option to take out insurance cover on the embryos being sold.

Directly on signing the purchase contract, the Buyer must inform the Organiser whether corresponding insurance cover should be taken out on the Buyer's behalf and at the Buyer's expense. Insurance cover will not be taken out insofar as the Buyer makes no declaration to this effect immediately after the conclusion of the purchase contract.

10. Liability

(a) Seller's liability

(1)

If the seller is a consumer (§ 13 BGB) or both parties are entrepreneurs (§ 14 BGB), there shall be no rights regarding defects nor liability for material defects.

(2)

The aforementioned agreed exclusion of liability in 1 does not apply insofar as the Seller is liable for personal damages resulting from injury to life, body, or health which is based on at least a negligent breach of duty on the part of the Seller or intentional or negligent breach of duty on the part of the Seller's legal representative or vicarious agent. Neither does the exclusion of liability apply to other damages based on at least a grossly negligent breach of duty by the Seller or the Seller's legal representative or vicarious agent.

(3)

In the event of an existing liability of the Seller, the Seller is entitled to subsequent performance. The Buyer has the option of rectification or subsequent delivery. The Seller is entitled to make a subsequent delivery if rectification of defects is unreasonable or impossible. If the Buyer effectively declares their withdrawal from the purchase contract, the Seller shall owe the repayment of the purchase price concurrently against handover and repossession of the surrogate dam which was sold as well and transferred as property. The Seller shall also owe compensation for any necessary costs pertaining to necessary feeding and stabling, necessary farrier services, and necessary veterinary care. Costs for rented accommodation in a boarding stable are necessary in the amount of up to €7.00 per day. The Seller shall reimburse the costs of a return transport only within the borders of the Federal Republic of Germany. In this respect, transport costs are reimbursable in the amount of €0.50

per transport kilometre driven. If the Buyer transports the surrogate mare outside of the country, the Buyer shall pay for the cost of return as far as the German border.

The Seller shall not be liable for damages, in particular in the form of expenses for replacement or other financial losses. This exclusion does not apply to the Seller's liability for personal damages resulting from injury to life, body or health based on at least a negligent breach of duty by the Seller or intentional or negligent breach of duty by the Seller's legal representative or vicarious agent. This exclusion likewise does not apply to liability for other damages based on a grossly negligent breach of duty by the Seller or on an intentional or grossly negligent breach of duty by the Seller's legal representative or vicarious agent.

The Exhibitor's right to the surrender of benefits and / or compensation for the value of derived benefits, use, sale, encumbrance, handling, transformation, deterioration or loss of the surrogate dam shall remain unaffected by the above provisions.

(4)

The Seller assumes no liability for the viability of the sold embryo and its successful implantation in a surrogate dam that has been inspected for suitability and quality by the Buyer. The Seller furthermore assumes no liability for the development of the embryo, in the form envisaged by the Buyer, into a viable foal. The Buyer is aware of and bears the risk associated with the further development of the embryo, including rejection or also stillbirth or miscarriage.

(b) Liability of the Organiser

(1)

Westfälisches Pferdestammbuch e.V. assumes no liability from the brokered purchase contract.

(2)

The aforementioned exclusion of liability does not apply to the extent that Westphalian Pferdestammbuch e. V. is liable for personal damages resulting from injury to life, body or health based on at least a negligent breach of duty by Westfälisches Pferdestammbuch e. V. or intentional or negligent breach of duty by its legal representative or vicarious agent. Neither does the exclusion of liability apply to other damages based on at least a grossly negligent breach of duty by Westfälisches Pferdestammbuch e. V., its legal representative, or vicarious agent.

11. Notification regarding complaints or material defects

The Buyer must report any defects or other complaints and a possible revocation to the Seller in text form. In this regard, the contractual parties shall undertake to notify the Organiser accordingly in text form.

12. Statute of limitations

(a)

In the case of a sale by an entrepreneur to a consumer, any liability claims of the Buyer against the Seller for material defects shall become statute-barred within two years of the handover of the embryo. For all other sellers (sale by an entrepreneur to another entrepreneur; by a consumer to an entrepreneur; by a consumer to a consumer), any claims shall become statute-barred within eight weeks of the transfer of risk.

Excluded from the easing of the statute of limitations are all claims for personal damages based on at least negligent breach of duty by the Seller or the Seller's legal representative or vicarious agent. Neither does the easing of the statute of limitations apply to claims due to other damages based on at least a grossly negligent breach of duty by the Seller or the Seller's legal representative or vicarious agent.

(b)

Any claims for damages against the Organiser shall become statute-barred within three months after conclusion of the brokered purchase contract. Excluded from the easing of the statute of limitations are all claims for personal injury based on at least a negligent breach of duty by the Organiser or the Organiser's legal representative or vicarious agent. Neither does the easing of the statute of limitations apply to such claims due to other damages based on at least a grossly negligent breach of duty by the Organiser or the Organiser's legal representative or vicarious agent.

13. Requirement to give notice of defects

Insofar as the Seller and Buyer are entrepreneurs in the legal sense, the Buyer's claims for defects presuppose that the Buyer has duly fulfilled their obligations to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (HGB). The Buyer shall not be entitled to any claims if they fail to meet this obligation.

14. Loss of rights

The Buyer loses the rights to which they are entitled due to a defect if they do not notify or send notification of the defect to the Exhibitor, as competent seller, in text form no later than eight weeks from the time of the transfer of risk. No loss of rights occurs if the Seller has fraudulently concealed the defect.

15. German law – place of jurisdiction – data privacy

All rights and obligations arising from and in connection with the contractual relationship shall be governed by non-uniform German law, namely the laws of the German Civil Code (BGB)/German Commercial Code (HGB). The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Data privacy

The necessary data from the auction participants is collected and stored to carry out the business transaction. The legal regulations are observed when processing personal data. Further details can be found in the data privacy policy available on the website. On request, the Participant can obtain information about their stored personal data at any time.

16. Final provisions

(a)

These General Terms and Conditions are provided in the German and English languages. In the event of discrepancies, the German-language version alone shall apply; the German-language version shall also be the primary and authoritative source for the interpretation of the English-language version.

(b)

The Organiser reserves the right to modify or supplement these online auction terms and conditions for the future. The approved bidders will be informed separately by email of any changes or additions to these conditions during the ongoing auction. The amended or supplemented conditions shall only apply if the Bidder submits a new bid after receipt of the notification.

(c)

The EU Commission has provided a platform ("ODR platform") for online dispute resolution. The ODR platform is intended for the extra-judicial resolution of disputes arising from contracts concluded online. The ODR platform can be found at the following link: <http://ec.europa.eu/consumers/odr>.

In accordance with § 36 VSBG, we inform you that we are neither willing nor obligated to participate in a dispute resolution process before a consumer arbitration body.

17. Severability clause

Should any individual provisions of these General Terms and Conditions be or become invalid or unenforceable, the validity of the remaining conditions of the contract shall remain unaffected. Statutory provisions shall then apply in place of the invalid or

unenforceable provision. The same applies accordingly in the event that the contract proves to be incomplete.