

1. General – Scope

The Westphalian Horse Studbook e.V. (Westfälisches Pferdestammbuch e.V.), at Sudmühlenstr. 33, 48157 Münster (hereinafter called the Organizer), operates the auction of saddle horses on the Internet (hereinafter called the Internet Auction) in the name of and on account of the Vendors (Exhibitors) . The Purchasing Agreement with the Buyer and the legal relationship with the Bidder (hereinafter also called the Participant and the Buyer) and with the Vendor shall be based on these Online Auction Terms (German abbreviation: AGB).

Vendors already acknowledge these Online Auction Terms when they register the saddle horse for the Online Auction. As they participate in the bidding process, bidders accept the terms of the Online Auction. In case of a successful bidding process, a Purchasing Agreement is established only between the Vendor and the Buyer with the highest Bid.

These Online Auction Terms shall apply exclusively; any terms contrary to these or deviating from these shall not be recognized unless their applicability is explicitly agreed upon in writing. These Online Auction Terms shall also apply if delivery is made without prejudice in knowledge of the fact that the Buyer's terms are deviating from these.

All arrangements made between the Organizer and the Buyer regarding the performance of a concluded agreement are part and parcel of these Online Auction Terms.

All ownership rights and the copyright of any illustrations, videos, drawings, descriptions and other documents used by the Organizer for the auction shall be reserved. They can only be transferred to third parties by the Bidders, Buyers and third parties with the Organizer's express written consent.

These Online Auction Terms shall apply equally to enterprises (section 14, Code of Civil Law = BGB) and to consumers (section 13, BGB) unless their application range is expressly limited in terms of individual provisions.

2. Design and Handling of the Online Auction

2.1 Registration and User Account

Only legal entities and natural persons who have registered with the Organizer are allowed to register for participation in an Internet auction. Each participant may have Only one account can be assigned to each participant. There is no right of participation.

Upon registration, all questions asked by the Organizer on the registration form must be answered truthfully and completely; if any copies are required, these must be provided. Also, all participants must state whether they are consumers under section 13, BGB or enterprises under section 14, BGB. Should a participant provide any wrong information, the Organizer may cancel the Participant Agreement without notice. The Organizers and their authorized legal agents are also entitled to save the Participant's IP address.

Representation and legal competence

(a) Natural persons may register for participation only if they are of legal age and have unlimited legal competence.

(b) Natural persons representing legal entities must state their name.

(c) Registered users shall be given a password. Every user is obligated to keep the password confidential.

Participants may cancel their agreement of participation at any time. In that case, their access and their password shall be deactivated after completion of the auction. Any online auction not yet concluded at that time in which the cancelling participant has entered a bid will nevertheless be concluded according to the Agreement.

The Organizer shall be entitled to cancel the participation agreement for a valid reason without notice. This shall apply in particular when the Participant refuses to perform the concluded agreement for no reason or never had the intention of performing it.

The Organizer shall be entitled to exclude the Participant from other events.

2.2 Internet Auction Procedure

(a) An Internet Auction begins when an offer is placed on the platform on the Internet by the Organizer. This is a declaration of intention by the Vendor to conclude a purchasing agreement. In the offer, the bidding period is established by stating the "end of the auction". This offer cannot be accepted merely by a "yes" answer, but it is a previously announced amount of the maximum bid. What is accepted by the Vendor is only the maximum bid entered by a bidder within the named bidding period according to the provisions of these Online Auction Terms.

(b) Offers can only be placed via the mask installed on the platform for registered bidders and only online. Offers placed in an other way are not accepted even though the Organizer receives them during the bidding period. Neither are bids accepted in which the Bidder has failed to declare acceptance of the applicability of these Online Auction Terms for the concrete auction and knowledge of the cancellation instructions. Bids submitted up to the end of the auction, which are made for the registered user under "Bid" in accordance with these Online Auction Terms, will only take part in the auction if they have been received by the Organizer by the end of the auction. Transmission at the Bidder's risk.

(c) Each bid of each Bidder is subject to the submission of a higher bid. Bidders are bound by their bid until the end of the bidding period. Bidders are bound by their bid until the end of the bidding period. Bids below the minimum bid shall not participate in the auction even though the Organizer receives no higher bid by the end of the auction. The purchasing agreement for the auctioned horse is concluded without a separate knockdown by the effectively submitted highest bid of the registered Bidder (at the end of the bidding period).

(d) To be effective, a bid must be equal to the minimum bid and also at least one bidding increment above the previous bid.

(e) The purchasing agreement between the Vendor and the highest Bidder for the acquisition of the horse is concluded when the auction period ends (also called "the hammer"). The Organizer is not responsible for technically caused delays - even if the transmission channels are overloaded.

(f) Should the highest bid at the end of the auction turn out to be ineffective, the next lowest bid does not win the auction either. In that case, the Organizer may reassume the auction and determine a new end of auction. In that case, the next highest bid shall be regarded as the highest effectively placed bid to date.

2.3 Bidding phases

(a) In the first bidding phase, maximum bids can be placed. Up to a purchase price of € 10,000.00, the price increases by € 250.00; from a purchase price of € 10,000.00, it increases by € 500.00 (hereinafter called the bidding increment). Incoming bids will be prioritized strictly by the time at which they arrive. When the hammer price at the end of the auction applies to two or more identical bids, the bid first received is the winning bid. All times are determined by the Organizer's timing system.

When a bid is entered that contains a whole or partial increment above the current bid, the current bid replaces the newly entered bid and all other previous competing bids. In other words, when the current bid is € 5,000.00 and a maximum bid of € 7,500.00 is entered, the current bid changes to € 5,250.00 (i.e. one increment higher than € 5,000.00). If there is already a competing maximum bid of € 6,000.00, the current bid will change to € 6,250.00, i.e. by one increment above € 6,000.00.

When a maximum bid is entered, the Participant will receive an email that confirms his bid and informs him at what level he is presently the highest Bidder. As soon as the maximum bid is exceeded, the Bidder will immediately receive another email telling him that he has been outbid.

(b) At the end of the auction, maximum bidding is replaced by a "bid-up" function. The Participant is directly informed of the current increment and the end price. In the last 300 seconds before the auction ends, every bidding activity extends the countdown timer by another 300 seconds.

(c) All displayed bids are subject to the applicable value-added tax (at present 19 %).

(e) Information about the conclusion of an agreement: Bidders who have placed the highest effective bid at the end of the auction shall be notified by email or by some other means in text form on a permanent data carrier. Access to this information is via the already concluded purchase agreement and is not an additional condition for its conclusion. Bidders who did not place the highest bid receive no notification. The highest bid is only named anonymously on the platform immediately after the end of the bidding period.

(f) The Organizer is entitled at its sole discretion, to block registered Bidders for individual auctions of individual horses 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 allowed only when

there is good cause to believe that we can no longer be expected to continue a legal relationship with the blocked party.

(g) The Organizer may stop an auction at any time before the end of the bidding period, if he decides to do so at his own reasonable discretion and for objective reasons. In case of system failures due to technical circumstances, the Organizer is also entitled to cancel the auction. In this respect, we expressly reserve the right to revoke the respective offer placed on the Internet for individual horses. The decision about termination will be communicated on the Internet platform, stating the reason in short form. Upon notification, bids already placed expire without substitution. This reservation on the revocation of the offer to sell to the highest Bidder expires at the end of the auction in the case of an auction conducted in accordance with the announcement and terminated at the end of the bidding period, without requiring the Organizer's special declaration. There shall be no claims for damages by bidders in the event of technical problems in the handling of the Internet auction, in particular in the event of system failures, non-access to bids or their rejection for technical reasons.

(h) During on-going auctions, the Organizer shall maintain a hotline which can be contacted at the time indicated on the Internet platform at the caller's expense and for the fees indicated there. The only purpose of this hotline is to solve problems and not to accept bids. No promises are made or contractual agreements of any kind whatsoever are concluded via this hotline.

3. Information about the object to be auctioned

The horses put up for auction on the Organizer's platform are offered with the following information:

Name of the horse, gender, age, colour, pictures, videos, pedigree.

Name of the horse, gender, age, colour, pictures, videos, pedigree.

The above information is only a description of the horse to be auctioned; the Organizer does not assume a guarantee for a corresponding quality, and the data are not part of a quality agreement with regard to the future purchasing agreement. There is no guarantee as to the horse's suitability for breeding. In particular, the Organizer did not check the fertility of the stallions and the breeding ability of the mares at auction. Fertility and breeding ability are not part of the agreed-upon quality. The figurative representation of the horses and any kind of comment about the horse's talent in an individual equestrian sport category, descriptions of the external appearance and performance ability, and information about the pedigree do not constitute a quality agreement, but are merely declarations of knowledge and subjective estimates based on information by the Vendor and impressions by the selection commission at the time of admission to the auction.

The Vendors provide no guarantees. This applies in particular to certain characteristics or uses. It is known that the further development and the future performance of the horses are unpredictable.

The site where the horse is kept after the auction is at Münster-Handorf. Due to the technical and organizational circumstances of the Internet Auction, visiting the horse before completion of the purchasing agreement is possible, but only after prior appointment with the Organizer.

The horses offered for sale in the Internet Auction have been clinically examined and x-rayed (to a standard extent) in preparation for the Internet Auction. In the framework of the radiological examination x-rays of the following standard projections have been taken: Oxspring fore right, left and right fore toes, left and right hocks, left and right knees.

A veterinary health certificate has been issued about the clinical examination carried out, which can be viewed by registered customers via a link on the horse entered in the auction. We recommend for the Bidder to have the veterinary examination protocol interpreted by his own veterinarian at his own expense. We strongly recommend that bidders in their own interest make use of this possibility to inform themselves about the health condition of the respective horse. Bidders cannot place a bid until they have declared that they have taken note of the reference to the possibility of inspecting the prepared examination documents for clinical examination. The result in the form of an objective assessment of the findings of the written and accessible examination protocol relating exclusively to the clinical examination is a description of the health condition of the horse placed in the Internet Auction, but does not constitute a quality agreement in the sense of section 434, BGB.

4. Prices and Terms of payment

(a) All displayed prices and bids are subject to the applicable value-added tax (at present 16%). Depending on the assessment of the Vendor, added value tax is 0% (private sales), 10.7% (farmers at lump-sum rate) or 16% (commercial sales, etc.) On the auction site, the added-value tax rate is shown behind the Vendor's name. The Westphalian Horse Studbook e.V. assumes no liability for this information.

(b) For its brokerage, the Westphalian Horse Studbook e.V. charges a sales commission of 6% of the net end price plus 16% added-value tax.

Westphalian Horse Studbook e.V. has arranged for an obligatory insurance fee with the insurance firm of Vereinigte Tierversicherung, for which it charges the Buyer a fee of 1.5% on the knockdown price (see E) plus insurance tax plus the gross fee including the statutory added-value tax..

(c) Against this background, the invoice price charged to the Buyer is calculated as follows:

1. Invoice for the horse:

Purchase price (maximum offer)

+ added-value tax according to the Vendor's rate (0%, 10.7%, 16%)

= Gross invoice amount 1

2. Invoice for fees:

6% commission on the purchase price

+ 16% added-value tax

= Gross fees

+ 1.5% insurance fee (calculated from gross invoice amount 1 and gross fees)

+ 19% added-value tax

= Gross invoice amount 2

Upon confirmation of the Purchasing Agreement, the Buyer shall receive the invoices stating the price plus added-value tax.

Cash discounts are not permitted.

(d) The purchase price is due immediately and without deduction. This shall be subject to the statutory rules pertaining to the consequence of default of payment. Delivery of the auctioned horse to the Buyer or the carrier shall take place only after complete payment of the purchase via 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 shall only be entitled to rights of set-off if his counter-claims have been legally determined, are under dispute or acknowledged by us. The Purchaser is entitled to exercise a right of retention only insofar as his counterclaim is based on the same contractual relationship.

(f) Until complete payment of the invoice to Westfälisches Pferdestammbuch e.V., the Buyer shall reserve his right of ownership of the horse under section 449, BGB. In case of payment by cheque or transfer, ownership shall pass to the Buyer at the time when the amount is credited in full and unreservedly to the account of Westfälisches Pferdestammbuch e.V.

(g) If the Buyer fails to pay the invoice amount within 5 working days (including Saturdays) after the end of the auction, the Vendor may cancel the purchasing agreement and sell the horse elsewhere. In that case, the first Buyer shall be liable to cover the Organizer for lower revenue and is also liable to pay damages to him.

(h) The invoice amount shall be irrevocably assigned to Westfälische Pferdestammbuch e.V. for collection. The Vendor shall also irrevocably assign to the Organizer the right of legal action for recovering the sales price..

(i) In the case that several person have bought the horse at auction, they shall owe the payables from the auction (purchase price, acceptance, etc.) as joint debtors. Furthermore the Buyers shall be entitled to their own receivables from the auction transaction as joint debtors, such that the Vendor shall be entitled to pay each of the Buyers.

(j) The added-value tax charged to Buyers residing abroad cannot be refunded by farmers taxed at the lump sum rate (10.7%) because that tax is not paid to the revenue office by the Vendor. An exemption for the auction fee can be arranged after the necessary documentation is filed. If the Vendor is a full-time farmer charged at the full rate of added-value tax (19%), nothing changes in terms of added-value tax exemption. Also, the Buyer must submit information about export and transportation decisions soon after the time of purchase.

5. Pickup of the horse- Place of performance - Transfer of Risk

In principle, the bidding prices for picking up the horse in terms of self-pickup shall apply. The stated place is the place of performance agreed upon after the agreement was concluded.

Even when the Buyer requests it, the purchased horse shall not be delivered. However, the Organizer shall be prepared to name the contact data of carriers without prejudice to the place of performance as a favourable standard delivery who will forward the horse on behalf of and at the cost of the Buyer.

The Buyer shall pay the cost of export including health certificates. Upon request, the Vendor shall help with the organisation and shall be entitled to charge the Buyer an additional fee depending on the expenditures.

The Buyer must have the horse picked up no later than two weeks after the end of the auction at the Organizer's site at Münster-Handorf unless the Buyer is contracting with the Organizer and Vendor about the further boarding and care of the horse. Until the timely acceptance within two weeks after the end of the auction, the Vendor shall pay the cost of boarding including any veterinary and farrowing cost. A later acceptance can be arranged between the Vendor and the Buyer, in which case the Buyer's cost shall be € 25.00 per day plus the statutory added-value tax.

In any event the horse shall only be released after complete payment.

6. Reservation of ownership

Ownership of the auctioned horses shall only pass to the Buyer after full payment of the purchase price including commission and value-added tax. Transfer of ownership is reserved until all due claims under the business relationship have been paid.

Prior to transfer of ownership, there shall be no assignment, transfer by way of security, processing or transformation without the consent of the Organizer or Vendor.

7. Insurance

For all horses included in the auctions, Westfälisches Pferdestammbuch e.V. has taken out an obligatory insurance with Vereinigte Tierversicherung with the following terms:

- Insurance coverage begins at the end of the Online Auction for the horse in question.
- Insurance coverage ends twelve weeks thereafter.
- Within this time period, transportation of the horse to the first Buyer's stable shall be included in the insurance coverage.
- The amount of insurance to be paid shall be 80% of the insurance coverage (up to a maximum of € 50,000.00) minus the proceeds from a possible sale. Claims must be reported immediately to Westfälisches Pferdestammbuch e.V. and to the insurance carrier.

8. Liability

(a) Liability of the Vendor

1. If the Vendor is a consumer (section 13, BGB) or if both Parties are entrepreneurs (section 14, BGB), there shall be no defect rights or liability for material defects whatsoever.

2. The exclusion of liability agreed upon under No. 1 above shall not apply if the Vendor is liable for personal injury or damage to health caused by his at least negligent breach of duty or deliberate or negligent breach of duty by the Vendor's legal representatives or employees. This exclusion of liability shall also not apply to other damage based on the Vendor's at least negligent breach of duty or deliberate or negligent breach of duty by the Vendor's legal representatives or employees.

3. In the event of a defect, the Vendor is entitled to subsequent performance. The buyer has the right to choose between correction of the defect or replacement. Should correction of defect be intolerable or impossible, the Vendor shall be entitled to provide a replacement. Should the Buyer effectively declare the withdrawal from the Purchasing Agreement, the Vendor owes the reimbursement of the purchase price step by step against return and retransfer of ownership of the horse. Furthermore, he shall owe reimbursement of necessary expenditures in the form of necessary feeding and stabling costs, necessary farrowing costs and necessary veterinary care. The cost of renting a boarding place is necessary up to € 7.00 a day. The Vendor shall reimburse the cost of transporting the horse back to a place within Germany. In that respect, transportation costs can be reimbursed at a rate of € 0.50 per transportation kilometre. If the Buyer takes his horse to a foreign country, the return costs will be reimbursed up to a German border.

The Vendor is generally not liable for damages, especially in the form of expenses for riding, procurement of a replacement or other financial losses. This exclusion shall not apply to personal injury or damage to health caused by the Vendor's at least negligent breach of duty or deliberate or negligent breach of duty by the Vendor's legal representatives or employees. This exclusion of liability shall also not apply to other damage based on the Vendor's at least

negligent breach of duty or deliberate or negligent breach of duty by the Vendor's legal representatives or employees.

The Vendor's right to demand the surrender of use and/or compensation for lost value for drawn uses, consumption, sale, encumbrance, processing, transformation, deterioration or destruction of the horse remains unaffected by the above provisions.

(b) Liability of Westfälisches Pferdestammbuch e.V.

1. There shall be absolutely no liability of Westfälisches Pferdestammbuch e.V. under the brokered Purchasing Agreement.

2. The above exclusion of liability shall not apply if the Organizer is liable for personal injury or damage to health based on an at least negligible breach of duty by the Organizer or by the Organizer's legal representatives or employees.

9. Reporting claims or material defects

The Buyer must report defects or other claims and any resulting cancellation to the Organizer in text form. The Organizer shall accept the claims and declarations on behalf of and in representation of the Vendor and forward them to the Vendor.

10. Limitation period

The limitation period for claims including those for compensation is 12 months calculated from the start of the statutory limitation period. This does not apply to the claims described in section 437 BGB if the Vendor is an entrepreneur and the Buyer is a consumer. In that case, the period of limitation is two years, but the liability for any defects, also towards consumers, is limited to one year from the date when the horse was accepted.

If the purchaser is an entrepreneur in the sense of section 310 (1), BGB, the Buyer's claims for defects assume that he has properly fulfilled his obligations to inspect and notify defects in accordance with section 377, Commercial Code (HGB).

Unless the Buyer informs the Organizer of the defect in text form no later than 8 weeks after transfer of the risk, the Buyer shall lose the right to claim for damages. The timeliness of such information shall depend on the date when it was received by the Organizer.

11. German Law - Jurisdiction - Privacy Protection

Non-uniform German law shall apply to all rights and obligations under and in connection with the contractual relationship, namely the law of the German Civil Code and Commercial Code (BGB/HGB). The application of the UN Convention on Contracts for the International

Sale of Goods (CISG: United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980) is excluded.

Place of jurisdiction for all disputes under the agreement between the Buyer and the Organizer is the Organizer's place of business if the Buyer is an enterprise, a legal entity under public law or a special fund under public law, or if the Buyer has no general place of jurisdiction in Germany.

Privacy Protection

For business transactions, the necessary data of the participants of the auction are collected and stored. The statutory provisions shall be observed for all personal data. Other details are contained in the privacy protection declaration which can be read in our online offer. Upon request, participants can always obtain information about the personal data stored about them.

11. Final provisions

(a) These General Terms of Business exist in a German version and in an English version. In case of disputes, only the German version shall apply; In case of interpretation, the German version shall also primarily apply to the interpretation of the English version.

(b) The Organizer shall reserve the right to amend or supplement these Internet Auction Terms in the future. In case of amendments or supplements while auctions are under way, the registered bidders are separately informed accordingly by email, The amended or supplemented terms shall be applied only when the bidder places another bid after receiving the information.

(c) The EU Commission has prepared a platform for the resolution of online disputes (ODR Platform). Purpose of the ODR Platform is the out-of-court settlement of disputes arising from online agreements, and it is available under the following link:
<https://ec.europa.eu/consumers/odr>.

In accordance with section 36, Act pertaining to the Alternative Dispute Resolution (VSBG), we hereby inform you that we are neither prepared nor obligated to participate in a dispute resolution process before a consumer dispute resolution agency.

(d) Should any individual provisions of these Online Auction Terms be or become ineffective or impracticable, this shall not affect the effectiveness of the Agreement on the whole. The statutory provisions shall replace the ineffective and impracticable provisions. The same applies in a case where the agreement proves to be incomplete.