

A. General

The auction is organized by the Westfälisches Pferdestammbuch e.V. Sudmühlenstr. 33, D-48157 Münster. The horses listed in the catalogue are sold by the Westphalian Studbook under the name of the exhibitors. (brokerage business).

B. Agreement on the legal and factual nature

The horses and ponies that are not intended to serve for food production will be sold as seen and they boast the following essential characteristics at the time of delivery, which are also subject-matter of the contract of sale:

I.External characteristics:

1. The pedigree as stated in the catalogue.

The pedigrees stated in the catalogue are based upon breeding certificated of origin which is handed over to the buyer.

2. Sex, coloring and year of birth as stated in the catalogue.

Any pictures of the horses and ponies in the auction catalogue as well as the respective captions classifying the respective horses, ponies and foals- also in view of their main talents such as dressage/ show jumping/ or as an event horse- do not constitute the characteristics but are merely founded on notifications of the exhibitors and on personal impressions gathered at the point of time when the catalogue was printed.

The information in the catalogue does not constitute a firm commitment as to special abilities of the respective horses, ponies.

II. State of health

1. Horses

The horses offered for sale have been clinically examined and x-rayed in preparation for the auction before delivery. The stallions for sale have been abstained from a 10 minute exercise performance test and no flexion test.

In the frame work of the radiological examination the following x-rays have been taken:

- both front navicular bones OXSPRING method
- front feet lateral view (approx. 90°)
- hind feet lateral view (approx. 90°)
- both hocks two oblique views (approx. 45° and 115°)
- stifle joint both sides lateral view (approx. 110°)

The findings of this clinical examination have been set out in a veterinary examination protocol that is available for public inspection at the veterinary office.

The above mentioned x-rays will not be evaluated but can be viewed together with the written examination protocol of the clinical examination during the whole preparation of the auction.

Bidders can have the x-rays explained to them by a veterinary surgeon of their choice or by the two auction veterinary surgeons.

The result in the form of the objective diagnosis of the written examination report which exclusively relates to the clinical examination is open for public inspection as well as the state of the horse shown on the x-rays constitute the health of the horse / pony and the buyer is aware of the fact that the x-rays only show standard projections which cannot include all radiological findings. Further veterinary evaluations beyond this are not subject-matter of the quality agreement.

The Association does not establish any further quality features of the horses in view of performance, health or other characteristics of the horses. They are therefore not subject-matter of the sale contract. The Westfälisches Pferdestammbuch e.V. will put the originals of the x-rays in the archives.

On the day prior to the auction a final test, which is open to the public, is carried out in the presence of a training director, a veterinarian, a farrier and others. The results of this final test are written down in a report that can be viewed in the auctioneer's office. Current health deficiencies and major deviations from the description in the catalogue will be disclosed by the auctioneer on the day of the auction.

2. Stallions

The sale of the licensed stallions also includes beside the agreement on the legal and factual nature a defined form of the breedability:

- Acceptable condition of the sexual organs through a palpation record
- Sexual ability to mate
- Fertilisation capacity

3. Foals

The foals offered for sale have been examined neither clinically nor radiological. However, the foals have been submitted to a veterinary examination which is restricted to a visual examination in view of the ascertainable state of health as well as possible deviations of the teeth and the testis. On the day of the auction the written results of the veterinary examination are available for inspection in the auctioneer's offices where they can be consulted any time.

The quality agreement constituting the subject matter of the sale is reduced to the content of the veterinarian certificate as well as to the "external quality features" listed in paragraph B. I.

The association does not establish any other health features, performance ability or characteristics of the foal. They are hence not part of the contract of sale. Current health deficiencies and major deviations from the description in the catalogue will be disclosed by the auctioneer on the day of the auction.

The auctioneer will notify the all potential customers prior the auction of any changes in the catalog description. The exhibitor / supplier as seller as well as the association expressly assume no guarantee. This applies in particular to certain characteristics of the horse / foal / pony or uses. The parties agree that the further development and further skills of the horse / pony / foal are not foreseeable. Any verbal statements made by the seller / association concerning the assignment of the horse as a riding, sporting and breeding horse and with regard to its predominant enduring suitability do not represent any quality features, but are based on subjective impressions. A condition or guarantee with regard to particular sporting or breeding skills and achievements is neither connected here nor in the future. The parties agree that the health conditionality agreement concluded in B. II. is conclusive and comprehensive.

C. Forfeiture

I. Horses and Ponies

The Purchaser shall forfeit his rights stemming from the absence of guaranteed qualities (deviation from the quality agreement in paragraph B) if he fails to notify the Westfälisches Pferdestammbuch e.V. in writing of such deficiency within eight weeks after the day of the auction or dispatches such written notification by mail within this period of time. Such forfeiture does not apply if the Seller has fraudulently concealed this deficiency.

II. Licensed Stallions

The buyer will lose his rights regarding a deficiency (deviation from the agreement on quality defined in lit. B.) of the breedability if s/he does not communicate (in written form) a deficiency;

1. of the perfect condition of genitalia within 8 weeks
2. of the mating ability within 6 months
3. fertilisation capacity within 9 months

from the date of purchase to the Westfälische Pferdestammbuch e.V. or in case of brokerage business to the seller. The aforementioned loss of rights shall not apply insofar as it is a sale of consumer goods defined by § 474 BGB (German Civil Code). In case of a dispute concerning the existence of a deficiency of the breedability as defined above, the buyer has to apply to the University of Veterinary Medicine Hanover (Stiftung Tierärztlichen Hochschule Hannover, reproduktionsmedizinische Einheit, Kliniken) for an expert's opinion of quality of semen within 2 weeks after refusal of the complaint to be prepared in writing beforehand. The report will be binding for all involved parties. If the buyer misses the deadline, he will lose the possible rights regarding the claimed deficiency. The seller will bear the costs of the proceedings, if the claim of deficiency is proven. Otherwise the seller will meet the costs of the proceedings.

III. Foals

Apart from the provision in paragraph C.I. the Purchaser of a foal forfeits its rights if it does not notify the Westfälisches Pferdestammbuch e.V. of the deficiency in writing within 8 weeks after the passing of the risk (please see the following paragraph D.) or dispatches the notification per mail within this period of time.

D. Delivery and Passing of the risk

I. Horses and ponies, licensed stallions

The Purchaser resp. its authorized representative is required to take possession of the horse / pony immediately after signing the sales slip. With the knocking down that substitute the transfer of possession the risk shall pass to the Purchaser, however the ownership of the horse / pony only passes on payment in full, even if the horse remains in the organizer's custody. This also applies if the exhibitor remains the conditional owner for the time being. The grooms shall continue tending the horses until it is loaded for transport and shall assist in the loading. The horses / ponies will be handed over with halter and rope. The Westfälisches Pferdestammbuch e.V. shall only be liable for any damage to horses in its custody that is caused with intent or by gross negligence. The same applies to damage caused by the horse with the exception of injuries to persons where liability even for basic negligence exists.

II. Foals

The acceptance/ handover by/to the purchaser must be made by October 15 of the calendar year or thereafter until the foal is six months of age. The seller delivers the foal to the buyer's residence, provided that the location of the foal/seller place of business is not more than 150 km from the buyers place. Otherwise, the handover will take place at Munster-Handorf or by agreement between seller and buyer.

Earlier acceptance/delivery of the foal is possible on the buyer's request to the seller and if the seller is in agreement. The risk of accidental loss and/or injury of the foal and any ensuing veterinary and blacksmith costs will be borne by the seller up until handover to the buyer. Once the buyer has accepted the foal for collection, all such expenses are to be borne by the buyer. In case of disagreement over the state of the health of the foal, final acceptance terms can be considered after inspection of the foal, at the Association headquarters in Munster-Handorf. All foals are passed to their new owner with a halter and lead.

E. Liability/Warranty

I. With the exception of the quality agreement in paragraph B. the horse/pony is sold as seen with any further liability/warranty excluded. The Westfälisches Pferdestammbuch e.V. does not accept any liability or warranty for certain characteristics or purposes.

In respect of the condition the state described in paragraph B is contractually agreed.

II. The exclusion of liability as prescribed in figure I is not applicable if the reasons and conditions justifying liability are on the part of the vendor wrongful or a matter of grave negligence /or in case of personal injury. In case of personal injury liability stands, even at simple negligence. The exclusion of liability mentioned before does not come into effect if it is about a sale of consumer goods according to § 474 law.

III. Necessary outlays are limited to the reimbursement of necessary feeding costs and stall costs, smith costs as well as veterinary support. The costs for re-transportation will be reimbursed by the vendor, is so far as this occurred or and will occur in the federal republic of Germany. The buyer is liable for transport costs as far as the borders of the federal republic of Germany. The association is not liable for further costs, like training, replacements and possible financial losses under consideration of the given standard in figure II.

F. Limitation of liability in time

The buyer's warranty claims shall become time-barred 3 months after delivery of the horse/pony to a commercial buyer in accordance with the law and 12 months after delivery to an end-user in accordance with the law. Excepted from this limitation of warranty is all possible compensation for damage based on at least gross breach of duty by the vendor, his legal representative or a person he has employed, concerning life, Body or health or a gross breach of duty in other claims.

As mentioned in Lit. E and F Liability and limitation period also apply to the foals.

G. Bidding

I. The auctioning of the horses/ponies is conducted in Euro.

Only bids of at least 500, 00 Euro for horses will be accepted.

Only bids of at least 200, 00 Euro for pony/foals will be accepted.

II. The purchase price is the net price. The Purchaser has to pay the knocking down price of each horse/pony/foal plus the respective VAT, depending on the tax assessment of the seller.

III. If there are several bids the auction's management has the right to decide who will receive the knocking down, which may be decided by drawing lots or by allotment

In case of disagreements about the knocking down which have to be expressed immediately the authorized representative of the auction's management can decide to resume and continue the bidding. This is also admissible if the sales slip has already been signed

H. Clearance and Payment

I. The purchase price is the nett price. The Purchaser has to pay the knocking down price of each horse/pony/foal plus the respective VAT. The VAT can vary between 0 % (private sale), 10, 7 % (farmer) and 19 % (industry) depending on the tax assessment of the seller. The respective VAT rate will be mentioned in the auction catalogue. The VAT is indicated by the seller. The association assumes no liability for this information.

Apart from the purchase price the Purchaser has to pay 6 % of the knocking down price of each horse/pony/foal as commission charge plus VAT.

Moreover, the premium of the insurance described in this catalogue amounts to 1 % of the knocking down price including the commission charge and the VAT which shall be worn by the purchaser. With his signature on the sales slip the Purchaser authorizes the Westfälisches Pferdestammbuch e.V. to take out the insurance in his name and on his account.

The buyer receives two invoices from the Westfälische Pferdestammbuch.

The amount invoiced is calculated as follows:

1. Invoice horse:

knocking down price
+ individual VAT (0%,10,7%,19%)
= amount invoiced

2. Invoice fees:

6 % Commission charge
+19 % VAT on the commission charge
= subtotal
+ 1 % insurance premium
= total gross amount invoiced

II. The Westfälische Pferdestammbuch e.V. is authorized to accept the payments received. Buyers residing or located in non-EU countries can have VAT reimbursed if the horses are moved directly after purchase into the foreign country. Buyers residing or located in other EU countries pay the legal German VAT. VAT can be compensated if prove is presented that the purchase/acquisition of the horse is for their business, the horse is directly exported/transferred after purchase and the tax identification number to the organizer is provided. Horses may be transported between EU countries only, if they are accompanied by an official-veterinary health certificate (policy 2009/156/ European Economic Community). The health certificate, issued by the responsible official veterinarian, will be arranged by us, if the buyer informs us 2 days prior to the planned transportation and hands over an official transportation plan. The buyer will be charged an all-inclusive amount of 100 Euros for this legally obligatory certificate. For the export into non-EU foreign countries the buyer will be charged according to expenditures.

III. The purchase price must be paid immediately after the knocking down.

Principally, the invoiced amount has to be paid in cash or by cheque at the cash desk in the auction's office or immediately after the auction via bank transfer.

Ownership shall only pass to the Purchaser on payment of the invoiced amount and in the case of payment by cheque only when the latter has been cashed.

A cheque cannot be stopped even if reclamation has been raised in connection with the horse for specific reasons.

No claims whatsoever entitle the Purchaser to withhold the purchase price or the surcharge.

IV. Important note for foreign clients: In case of buying a horse from farmers using a flat tax (10.7 %), the billed sales tax rate cannot be refunded in Germany, as the tax from the exhibitor does not get paid to the tax authorities. A refund may be possible in the home country of the purchaser. Upon presentation of the required documents, exemption from sales tax may be granted to calculate the auction fee. There will be no changes with exemption from sales tax if the exhibitor is a commercial farmer or opting to tax (19 %). Furthermore, arrangement of export details and the transport decision need to be done as soon as possible after the purchase.

The VAT rate for each horse/pony/foal is noticed in the auction catalogue. The Association takes no liability for the specification of the seller.

I. If the horse/pony is left at the Westfälisches Pferdezentrum for specific reasons the purchaser is required to conclude a respective boarding agreement with the Westfälisches Pferdestammbuch e.V. The boarding agreement is based on the „General Terms and Conditions for the Boarding of Horses at the Westfälische Pferdezentrum e.V.“ even if it is a verbal agreement.

J. Horses / licensed stallions / ponies / foals may not be removed before the payment has been effected. Driving off is only permitted on presentation of a certificate issued by the auctioneer's office.

K. On request the organizer will carry out the loading of the sold horses / licensed stallions / ponies / foals free of charge but without assuming any responsibility.

L. In the case of complaints the Purchaser has to notify the Westfälisches Pferdestammbuch e.V. in writing who will then contact the exhibitor and the insurance.

M. On the day of the auction the terms and conditions of the auction will be put up openly in the auctioneer's office.

N. German Law/agreement on the place of jurisdiction

If the buyer has neither a residence nor a business in Germany or is not a German citizen, then the parties agree on implementation and handling of this agreement, according to German materials and German procedure law. This is also valid in the case of a lawsuit. In case that both parties are entrepreneurs they agreed, that the place of jurisdiction is the place of business of the Westfälisches Pferdestammbuch e.V.

O. If one or more of the above provisions should be or become invalid as a whole or in part the validity of the other provisions shall not be affected.

Invalid provisions shall be substituted by provisions that will enable the economic success intended by the parties to be achieved in a legally effective and feasible manner.