

Terms and Conditions

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. (brooke-rage 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 feature 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 certificate 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 respect 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 time when the catalogue was printed. This information is no guarantee for any specific abilities of the horse. The seller's purpose for the foals up for sale is the presentation for the auction. To fulfill this use the foals have been made used to wearing a head collar, being transported in the horse box/lorry, having (partly) been shown publicly with the mother, having (partly) been injected vaccinations and dewormers, having been shown to the farrier and underwent a presentation in front of the selection committee.

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 x-rays have been taken according to the „Guidance for the radiological evaluation within the vet exam of the horse“ (Röntgen-Leitfaden 2018).

The following x-rays have been taken according to „Guidance for the radiological evaluation within the vet exam of the horse“ (Röntgen-Leitfaden 2018) with exposed marks in the x-ray, the horse being sedated and horse shoes taken off: (In German according to the Röntgen-Leitfaden 2018)

- Vordergliedmaßen (jeweils beidseitig)
- Huf 90° / Zehe 90° / Huf 0° nach Oxspring (mit Abbildung des Fesselgelenkspaltes)
- Hintergliedmaßen (jeweils beidseitig)
- Zehe 90° / Sprunggelenk 0° / Sprunggelenk ca. 45° / Sprunggelenk ca. 135° / Knie 90° / Knie 180°

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.

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According to the information printed in this catalogue under „Auction Purchase with Insurance“ some of the auction horses do not have the obligatory insurance coverage of the R+V insurance company, because they do not fulfill the health requirements for the insurance. This applies for the current status as well as the impossible follow-up insurance of those auction horses. The affected auction horses are marked in the catalogue. The exhibitors of these auction horses have discharged the auction veterinarians from their liability.

2. Foals

The foals offered for sale have been examined neither clinically nor radiological.

However, the foals have been submitted to a veterinary examination on the day of auction 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. Any further external characteristics, health or performance wise, of the foal have not been determined and are not part of the sales contract.

The auctioneer will notify all potential customers prior the auction if there are any changes to the catalog description or any current health issues of the foal.

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. 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/Ponies

The Purchaser resp. its authorized representative is required to take possession of the horse / pony immediately after signing the sales slip. With the knock-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 given out 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.

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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 Münster-Handorf the the Westfälisches Pferdestambbuch e.V.

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. The date for the hand-over has to be set by the buyer with the seller. In case of disagreement over the state of the health of the foal, a final examination and possibly the hand-over will take place at the association headquarters in Münster-Handorf. All foals are passed with a halter and rope.

E. Liability/Warranty

I. Liability/Warranty of Seller

I. If the seller is a consumer in regard to § 13 BGB or both parties are entrepreneurs in regard to § 14 BGB, the parties agree on the state agreement in lit B. and the exclusion of any guarantee or liability. The exhibitor/seller does not take on any liability or warranty for certain characteristics or purposes. The condition the state described in lit B. is contractually agreed.

II. The exclusion of liability as prescribed in figure I is not applicable if there is personal injury that is caused by a neglect of duty by the seller, his lawful deputy or an assistant. This also applies to gross neglect of duty by the seller, his lawful deputy or an assistant.

III. Necessary outlays are limited to the reimbursement of necessary feeding costs and stall costs, farrier costs as well as veterinary support. The costs for re-transportation will be

reimbursed by the seller, if those cost arose within Germany or will arise within the German border. The cost of transport will borne by the seller up to the German border.

The seller is not liable for further costs, like training, replacements and possible financial losses under consideration of the given standard in figure II.

The sellers right to balance claims in the value of the usage by the buyer, remains untouched by this regulation.

II. Liability/Warranty of the Association

I. Any liability or warranty for the Westfälisches Pferdestambbuch e.V. from the booked sales business is excluded.

II. The liability exclusion determined under E. II. 1. Does not apply, when personal injury occurred that relies on at least neglect of duty by the association or a lawful representative or an assistant. It also does not apply for damages that rely on at least gross neglect of duty by the association or a lawful representative or an assistant.

F. Limitation of liability in time

I. The buyer's warranty claims shall become time-barred one year after the horse / pony / foal has been handed over if a commercial seller sold to a private buyer. With all other buyer-seller situations the claims become time-barred after eight weeks from hand-over. Excluded from this agreement are deficit claims that relate to sexual ability to made in licensed stallions. (compare Regulation in lit B. II. Figure 2 and lit C. II) The limitation period for sexual ability to made for the sold stallions expires – independently to the statute of limitations in consumer goods trade – eight weeks after the limitation in lit C. II has been expired.

The liability limitation is excluded for all claims that rely on personal injury, that base on neglect of duty by the seller, his lawful deputy or an assistant. The liability limitation is also excluded for all damages that base on gross neglect of duty by the seller, his lawful deputy or an assistant.

Possible compensation claims against the Westfälisches Pferdestambbuch e.V. become time-barred within three months after agreeing on the sales contract. The liability limitation is excluded for all claims that rely on personal injury, that base on neglect of duty by the Westfälisches Pfer-

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destambuch e.V., its lawful deputy or an assistant. The liability limitation is also excluded for all damages that base on gross neglect of duty by the Westfälisches Pferdestambuch e.V., its lawful deputy or an assistant. The regulations named above do also apply for the limitation period for foals.

G. Bidding

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

Only bids of at least 500, 00 Euro will be accepted. The auctioning of ponies and foals is conducted in Euro. Only bids of at least 200, 00 Euro will be accepted.

II. The knock-down price is the net price. The added VAT varies according to the seller's lawful type.

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

In case of disagreements concerning the knock down, which must 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 net price. The buyer must pay the knocking down price of each horse/pony/foal plus the respective VAT.

The VAT can vary between 0 % (private sale), 10, 7 % (agricultural sale) and 19 % (commercial sale) depending on the tax assessment of the seller according to German VAT law.

In case the horse will be transported abroad, the VAT situation for the delivery has to be verified in each individual case (especially checking a possible tax-free situation for delivery within the EU, or a tax-free export delivery outside of the EU).

A buyer living outside EU-countries that does not underlie the regular taxing has to inform the Westfälisches Pferdestambuch e.V. uncalled for possible exceeding of any earning boundaries and frees the Westfälisches Pferdestambuch e.V. of any liability for damages caused by

omitted or wrong notification.

The respective VAT rate will be mentioned in the auction catalogue or an additional sheet. 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 % (+ 19 % VAT) 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 Pferdestambuch e.V. to take out the insurance in his name and on his account.

The buyer receives two invoices from the Westfälisches Pferdestambuch e.V. The amount invoiced is calculated as follows:

Invoice horse:

knocking down price

+ individual VAT (0%,10,7%,19%)

= amount invoiced

Invoice fees:

6 % Commission charge on knock down price

+19 % VAT on the commission charge

= subtotal

+ 1 % insurance costs (+19 % VAT) (service features and insurance premium) (charged on the knock down

price inc. VAT and fees charged inc. VAT)

= total gross amount invoiced

The Westfälische Pferdestambuch e.V. is authorized to accept the full payments in name of the seller.

Buyers that reside or live in EU-countries pay the German VAT, if they are in debt of it.

Horses may only be transported within EU-countries, if they have received an official veterinary health declaration (Richtlinie 2009/156 eG). The release of such certificate can be induced by the Westfälisches Pferdestambuch e.V., if

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the buyer informs the Westfälisches Pferdestambuch at least two days before the planned export of the horse and an official transportation plan has been handed in. The costs for this statutory declaration is invoiced with 100,00 Euro plus VAT to the buyer.

The cost for the export into a non-EU-country are invoiced to the buyer according to expenditure.

III. The purchase price and the fees must be paid immediately after the knock-down.

The invoiced amount has to be paid immediately at the auctioneer's office per bank transfer or by cheque or in cash. Payment in cash is accepted up to an amount of EUR 8.000,00.

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. For the auction fee itself a tax refund may be possible if the required proof documents are presented. If the exhibitor is commercial seller, the VAT refund remains untouched. Also, export and transportation arrangements for the horse have to be made soon after purchasing the horse.

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 Pferdestambuch e.V. The boarding agreement is based on the „General Terms and Conditions for the Boarding of Horses at the Westfälische Pferdezentrum “ even if it is a verbal agreement.

J. Horses / ponies / foals may not be removed before the payment has been fully balanced.

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 / ponies / foals free of charge but without carrying any responsibility for possible damages in the process. At the auctioneer's office exact addresses and loading places have to be handed in.

L. In the case of complaints or reclamations the buyer has to notify the seller immediately. He has to notify the Westfälisches Pferdestambuch e.V. about any complaints he has issued to the seller.

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 Pferdestambuch e.V.

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

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