

Auction terms and conditions

Bavarian Online-Foal auction 2024

A. General

1. Agency Business

The auction of the offered horses takes place in accordance with these auction conditions. The organizer of the auction is the Bavarian Horse Breeders' Association e.V., Landshamerstr. 11 81929 Munich. The organizer sells the foals listed on the internet platform <https://auction.bayerns-pferde.de> on behalf of the consignors (agency business). The auction is a public auction within the meaning of § 474 para. 2 sentence 2 BGB, in which the offered horses are sold as used goods in the legal sense. The provisions of consumer goods purchase (§§ 474 ff. BGB) do not apply. To the extent permitted by law, Munich is the place of performance and the relevant place of jurisdiction.

2. Quality characteristics

For the foals sold at auction, only the information/characteristics listed below are the content of a contractually agreed quality:

Pedigree, sex, color, age according to the auction platform

3. Warranty and limitation period

- a) The owner/exhibitor is exclusively liable for the quality characteristics in accordance with A. No. 2.
- b) Liability of the organizer for any claims for material defects and claims for damages is excluded.
- c) The characteristics resulting from the auction presentation with regard to age, sex, color and pedigree are agreed as quality. The texts on the sires and dams of the foals have been carefully researched. The organizer assumes no liability for the correctness of the information. Defects already known at the time of the auction will be announced in the inspection report/description text and are then subject to the auction conditions.
- d) Complaints must be addressed in writing to the seller and to the Landesverband Bayerischer Pferdezüchter e.V. for information. In the event of a reversal, claims for damages shall be excluded, in particular the reimbursement of maintenance expenses.
- e) Beyond the agreed quality, the sale of the horses shall take place to the exclusion of any liability for defects on the part of the owner/exhibitor and the organizer.
- f) The limitation period shall be six months from the acceptance of the bid.
- g) Excluded from all limitations of liability contained in the section "Warranty/Liability", including the statute of limitations, are claims for damages of the buyer arising from injury to life, body and health, as well as the liability of the seller/organizer for other damages, insofar as these are based on an intentional or grossly negligent breach of duty by the seller or organizer, his legal representative or his vicarious agent.

4. Organizer's liability

The organizer is exclusively liable for the proper execution of the auction in accordance with these terms and conditions. Otherwise, the liability of the organizer, its legal representatives and vicarious agents is limited to intent and gross negligence, even if the organizer is at fault in its selection. Excluded from the limitations of liability is the liability of the organizer for damages resulting from injury to life, body or health, which are based on a negligent breach of duty by the

organizer or an intentional or negligent breach of duty by a legal representative or vicarious agent of the organizer. Also excluded from the limitations of liability is the liability of the organizer for other damages that are based on a grossly negligent breach of duty by the organizer or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the organizer.

B. Auction

1. The bidding of the horses takes place in Euro. The online auction system specifies the bidding steps. The highest bidder wins the auction and is bound by his bid.
2. Horses are offered in euros, the minimum bid is 3,000 euros. The highest bidder wins the auction. Multiple bids will be accepted in increments of 250 euros up to 10,000 euros, in increments of 500 euros from 10,000 euros and in increments of 1,000 euros above 50,000 euros. Participation in the online auction on June 30, 2024 is based on the terms of use of the auction platform www.clipmyhorse.com. The terms of use can be viewed there under the heading "General Terms of Use". By participating in the auction, the buyer declares his agreement with the validity of these terms of use.
3. The hammer prices are net prices. The buyer is required to pay a 4% auction fee and the VAT indicated for the respective horse.
4. The invoice amount/purchase price is calculated as follows:

hammer price + VAT as indicated (0%, 9% or 19%)
+ 4% auction fee (+ 19% VAT on auction fee)
= purchase price
+ 1.5% insurance flat rate (+19% VAT on insurance flat rate)
= total purchase price / invoice amount

5. An additional fee of 150,00 euros for the procurement of export documents is due for purchases abroad and must be paid in addition to the above calculation example.
6. Auctioned horses can only be purchased on account. The buyer will receive the invoice for the auction purchase by e-mail. The invoice is due immediately.
7. Each foal is insured for the amount of the hammer price (max. 15,000 euros), up to a maximum of the purchase price in the event of death, emergency killing and permanent unserviceability, including accidental damage due to ataxia and tendon injuries.
8. Payment is made to the buyer at 80% less any proceeds from the sale. The insurance cover is granted from the time the bid is accepted and ends with the acceptance by the buyer (after unloading the foal at the buyer's stable), at the latest at the end of the current year.
9. The organizer may interrupt or cancel an auction at any time before the end of the bidding period if he decides to do so at his reasonable discretion for an important reason. In the event of system failures due to technical circumstances, the organizer is also entitled to interrupt or cancel the auction. The decision to interrupt or cancel the auction will be communicated on www.bayerns-pferde.de, stating the reason in keywords. It will also be communicated when and where and in which format (online or on site) the auction will be continued if the auction is to be continued within the next 24 hours in the event of an interruption. This reservation to revoke the offer to sell to the highest bidder expires at the end of the auction if the online auction is conducted in accordance with the announcement and ends at the end of the bidding period, without the need for a separate declaration by the organizer. Claims for damages by bidders in the event of technical problems in the processing of the Internet auction, in particular in the event of system failures, non-access to bids or their rejection for technical reasons, are excluded. This does not apply to damages resulting from injury to life, limb or health that are based on a breach of duty by the organizer that is at least negligent or an intentional or negligent breach of duty by a legal representative or vicarious agent of the organizer. This shall

also not apply to other damages that are based on a grossly negligent breach of duty by the organizer or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the organizer.

C. Participation in the online auction

1. The participant must register on the website <https://auction.bayerns-pferde.de>. A participation contract is concluded between the organizer and the participant, which is also based on these auction conditions and through which the organizer presents and offers the consignor's horses as a representative. There is no right to participate. The organizer reserves the right to block a user from placing bids and to revoke registration. Each participant can only have one account. Therefore, re-registration is particularly prohibited in the event that a participant's account has already been blocked. A registration can be deleted from the bidder's profile at any time without giving reasons; in this case, all registered data will be permanently deleted, unless they are required for an ongoing bidding process or the processing of a purchase that has already taken place. In this case, the deletion will only take place when it can be definitively ruled out that the data is still required.
2. When registering, the participant must provide complete and correct personal details. In particular, a valid telephone number, e-mail address, residential address and date of birth must be provided. The participant must also state whether he/she is submitting his/her bids as a consumer within the meaning of § 13 BGB (German Civil Code) or as an entrepreneur within the meaning of § 14 BGB. Incorrect information shall entitle the organizer to terminate the participation contract without notice.
3. Participants may be natural persons or legal entities. Natural persons may only register for use if they are of legal age and have unlimited legal capacity. Legal entities must name the natural persons authorized to represent them, e.g. managing directors or board members, with their full name, address and type of authorization to represent them.
4. The password can be changed by the participant, may not be passed on to third parties, must be treated confidentially and protected against misuse. The participant is liable to the organizer for all damages resulting from misuse of his/her password if the participant is culpable for the misuse. Liability also includes indemnification against third-party claims against the organizer. If the participant becomes aware of the misuse or loss of access data, he/she must inform the organizer immediately by telephone so that access can be blocked.
5. The participant may terminate the participation contract at any time without giving reasons. The Organizer shall then immediately deactivate the access with the corresponding password. Uncompleted auctions in which the participant has placed a bid shall nevertheless be completed in accordance with the conditions.
6. The organizer and third parties commissioned by him may also store and process the participant's data in addition to the participant's IP address, whereby the data may only be passed on to the seller and vicarious agents of the organizer.
7. Participants are obliged to inspect the horse they are bidding on themselves or through a vicarious agent and to inspect the current veterinary status.

D. Information on the state of health

The foals to be auctioned have been clinically examined by a veterinarian in accordance with their age. A report on the results of the examination has been drawn up in each case. This can be viewed by registered users on the auction website auction.bayerns-pferde.de. Bidders are strongly recommended to view the veterinary examination report and, if necessary, have it interpreted by a veterinarian of their choice. By submitting a bid, the bidder confirms that he/she has taken note of the reference to the possibility of inspecting the veterinary report. The veterinary report is a description of the health condition of the foal placed in the online auction but does not constitute a quality agreement within the meaning of § 434 ABS 1 S. 1 BGB. Neither the organizer nor the seller can make binding statements about the foal's state of health. The veterinarian's report has no legal effect for the parties.

E. Acceptance and transfer of risk

1. Acceptance of the foal must take place at the latest at the end of the sixth month of life at the exhibitor's place of residence. The risk shall pass to the buyer six months after the foal's birthday.
2. Earlier acceptance is permissible, but requires the agreement of the exhibitor. The exhibitor shall bear the risk and costs of maintenance, including veterinary and hoof care expenses, until the acceptance obligation falls due. At the end of the sixth month of the horse's life, the consequences of default of acceptance come into effect, so that the buyer must bear the costs of maintenance and other expenses.
3. A record of the handover of the horse shall be drawn up. The obligation to deliver the foal to the buyer's premises ends when the buyer or his authorized representative signs the acceptance report. The seller must ensure that the foal is in perfect condition at the time of handover, particularly with regard to its hooves. The foal has been wormed. The buyer shall be informed of the last deworming date upon delivery. The foal's dentition corresponds to the standard, as does the condition of the testicles in the case of colts (unless otherwise stated in the examination report).
4. If the buyer refuses to accept the foal due to health defects claimed by him, the assessment by Dr. med. vet. Michael Zeitelhack or a representative appointed by him shall be binding for the buyer and seller with regard to the veterinary assessment. The costs of consulting the veterinarian shall be borne by the buyer if his complaint proves to be unfounded, otherwise by the seller.

F. Right of withdrawal

For horses for which the seller is to be classified as an entrepreneur, i.e. horses marked with a VAT rate of 9 or 19%, there is a right of withdrawal within 14 days without giving reasons, if the buyer is a consumer and the sale is concluded exclusively by means of distance communication. The withdrawal period is 14 days from the day on which the buyer or a third party named by the buyer, who is not the carrier, has taken possession of the horse. In order to exercise the right of withdrawal, the buyer must inform the organizer by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of his decision to withdraw from the contract. In order to comply with the withdrawal period, it is sufficient for the buyer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period. If the buyer withdraws from the contract, the owner/provider must refund all payments received from the buyer without delay and no later than 14 days from the day on which the notification of withdrawal from the contract is received. The buyer must return or hand over the horse to the seller/procurer without delay and in any case within 14 days at the latest from the day on which the buyer informed the organizer of the revocation of this contract.

The revocation must be declared to the Landesverband Bayerischer Pferdezüchter e.V., Landshamer Str. 11, 81929 Munich.

E-mail: info@bayerns-pferde.de Phone: +49 89/926967 200

Fax: +49 89/907405

Please use the following withdrawal form:

Withdrawal form

If you wish to cancel the contract, please complete this form and return it to the above address or e-mail address.

To: Landesverband Bayerischer Pferdezüchter e.V., Landshamer Str. 11, 81929 Munich or e-mail: info@bayerns-pferde.de

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*):

Ordered on (*)/received on (*)

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only for notification on paper):

Date and place: _____

(*) Delete as appropriate

G. Severability clause

Should one of the auction conditions be wholly or partially invalid, this shall not affect the validity of the remaining conditions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the content of the invalid provision.

H. Priority of the German version

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

The organizer is the Landesverband Bayerischer Pferdezüchter e.V., which sells the horses listed on the website www.clipmyhorse.de on behalf of the owner/buyer as his representative.