

**Of the 9. Foal auction PFERDEZENTRUM SCHLOSS WICKRATH  
- ONLINE EDITION – 01. – 04.06.2023**

**Auction terms of Online-Auction Pferdezentrum Schloss Wickrath**

**I. General**

Pferdezentrum Schloss Wickrath GmbH, Schloss Wickrath 7, 41189 Mönchengladbach, Germany (hereinafter referred to as the

"Organiser"), operates the auction of foals (hereinafter also referred to as "horse") on the Internet (hereinafter referred to as "Internet Auction" and "Online Auction") on behalf and for the account of the exhibitors (hereinafter also referred to as "Seller" and "Owner"). Pferdezentrum Schloss Wickrath GmbH does not offer foals itself and does not become a contracting party to the purchase contracts concluded exclusively between the buyers (hereinafter also referred to as "Participants" and "Bidders") and the owners of the foals (§ 433 BGB). The purchase contract with the buyer as well as the legal relationship with the bidder and the exhibitor shall be based on these online auction conditions (hereinafter also referred to as GTC).

By registering in the registration mask, the participant accepts the auction terms and conditions, data protection provisions and revocation instructions. Participation in the auction is not possible without acceptance of the Auction Terms and Conditions, Data Protection Provisions and Cancellation Policy. By registering the foal, the exhibitor accepts these conditions of the "Online Auction".

of the "Online Auction". In the event of a successful bidding process, a purchase contract shall only be concluded between the exhibitor and the buyer with the highest bid.

the exhibitor and the buyer with the highest bid.

These GTC shall apply exclusively; terms and conditions contrary to or deviating from these GTC shall not be recognised unless their validity is expressly agreed to in writing. These GTC shall also apply if the delivery is carried out without reservation in the knowledge of terms and conditions of the buyer that conflict with or deviate from these GTC.

All agreements made between the organiser and the purchaser for the purpose of executing a concluded contract are laid down in these GTC. In principle, these GTC apply in the same way to entrepreneurs (§ 14 BGB) and to consumers (§ 13 BGB), unless their validity is expressly limited with regard to individual clauses in their scope of application.

The proprietary rights and copyrights to illustrations, videos, drawings, descriptions and other documents used by the Organiser for the Auction shall remain reserved. The Bidder, the Purchaser and any third party shall require the express written consent of the Organiser before passing them on to third parties.

Participation in the auction is based on the terms of use and general terms and conditions of the auction platform and service provider WeAuction BV (<https://www.weauction.nl>) as well as ClipMyHorse.TV Auctions BV (<https://auctions.clipmyhorse.tv/>). By participating in the auction, the buyer and seller declare their agreement with the validity of these terms of use and general terms and conditions.

**II Participation in the online auction**

**1.**

Participation in an Internet auction is only permitted to those natural or legal persons who have registered with the organiser. Participants may only be assigned a single account. The organiser reserves the right to block a user from bidding and to revoke the registration.

and to revoke the registration. A participation contract is concluded between the Organiser and the participant, which is based on these General Terms and Conditions. There is no right to participate.

2.

When opening registration, all questions posed by the organiser in the registration form must be answered truthfully and completely and any copies requested must be enclosed. Likewise, each participant must state whether he or she is a consumer within the meaning of § 13 BGB (German Civil Code) or an entrepreneur within the meaning of § 14 BGB. By sending the registration form or the registration mask and confirmation by an email for account activation, the participation contract is valid. Sending the registration form simultaneously constitutes a binding offer to the operator of the online platform to conclude a contract of use. If the registration is accepted, the user receives a confirmation by email with a personalised link. This also constitutes a contract of use with the operator of the online platform. To complete the registration process, the user must click on the link contained in the confirmation e-mail.

Should a participant provide incorrect information, the participation contract may be terminated by the organiser without notice. Likewise, the Organiser reserves the right to block a user from bidding and to revoke the registration. In addition to the IP address of the participant, the organiser and third parties commissioned by the organiser may also store and process the participant's data, whereby the data may only be passed on to the seller and vicarious agents of the organiser. Should the data provided during registration change, the user is obliged to immediately notify [cg@pferdezucht-rheinland.de](mailto:cg@pferdezucht-rheinland.de) of the change in user data by e-mail.

Natural persons may only register for use if they are of legal age and have full legal capacity.

Natural persons authorised to represent a legal entity must be named with their full name, address and type of authorisation.

After registration, new users will receive an email with a temporary password and a link to activate their user account. This email also constitutes the confirmation of the user contract. By clicking on the confirmation link, a new personal password must be created. Every user is obliged to keep his password secret. 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 shall be liable to the organiser for all damages resulting from misuse of his/her password if the participant has culpably caused the misuse himself/herself. The liability also includes the indemnification of third party claims against the organiser. If the participant becomes aware of the misuse or loss of the access data, he/she must inform the organiser immediately by telephone so that access can be blocked.

The participant may terminate the participation contract at any time by sending an email to: [cg@pferdezucht-rheinland.de](mailto:cg@pferdezucht-rheinland.de). His access together with his password will then be deactivated at the end of the auction. All registered data will be permanently deleted after termination, unless they are required for an ongoing bidding process or the processing of a purchase that has already been made. This means that an online auction which has not yet been concluded at this point in time and in which the terminating participant has placed a bid will be concluded in accordance with the contract irrespective of this. The organiser is entitled to terminate the participation contract without notice for good cause. This shall apply in particular if the participant refuses without cause to fulfil the contract concluded by way of auction or never intended to do so. The organiser is entitled to exclude the participant from further events.

### **III. procedure of the internet auction**

1.

The respective Internet auction begins with an offer placed by the Organiser on the auction platform on the Internet. This is a declaration of intent on the part of the exhibitor directed towards the conclusion of a purchase contract. At the same time, the bidding period is specified in the offer by stating "end of auction". This

This offer cannot be accepted by a simple "yes", but is a pre-declared acceptance of the highest bid. The exhibitor shall only accept the highest bid that is validly submitted by a bidder within the stated bidding time in accordance with the conditions of these GTC. The exhibitor is entitled to set a minimum bid (= minimum price). The exhibitor's offer is then subject to the condition precedent that this minimum price is reached in the online auction by submitting corresponding bids. The remaining time until the end of the auction for the lot (foal to be auctioned) is displayed in the upper part of the offer by means of a countdown.

2.

Bids can only be submitted via the mask for registered bidders installed on the auction platform and only online. Bids submitted in any other way will not be considered, even if they reach the Organiser during the bidding period. Bids for which the bidder has not declared that he agrees with the validity of these General Terms and Conditions for the specific auction and has taken note of the instructions on revocation will also not be accepted. Bids submitted until the end of the auction, which are submitted for the registered user under "Bid" in accordance with these GTC, shall only participate in the auction if they have been received by the Organiser by the end of the auction. Transmission is at the risk of the bidder. The Organiser shall not be responsible for any technical delays, even if the transmission channels are overloaded.

By clicking the "Bid" button, the bidder submits a binding bid to the Organiser for the conclusion of a purchase contract. The bid submitted by the bidder must be higher than the minimum bid stated on the online platform. Each bid submitted by a bidder is conditional upon the submission of a higher bid. The respective bidder is bound by the bid submitted by him until the end of the bidding period. Bids that are below the minimum bid will not participate in the auction, even if the Organiser does not receive a higher bid by the end of the auction. An effective bid must be equal to the minimum bid and at least one bidding step above the bid of the previous bidder. The bidding steps are determined in advance by the Organiser and are not freely selectable by the bidder; the system specifies the respective possible bidding steps. However, the bidder has the possibility to choose the bidding step via the bidder button.

3.

In the last five minutes before the final end of the auction of a lot, each bidding activity extends the countdown by three minutes, so that after a bid until the final end of the auction the countdown is five minutes again. If there are no more bids during this time, the auction ends. An extension of the closing time for a previous lot does not result in an extension for the following lot.

4.

If the highest bid at the end of the auction turns out to be invalid, the next lowest bid will not win the online auction either. In this case, the organiser can restart the online auction and determine a new auction end. In this case, the highest effective bid submitted up to that point shall be set as the starting price.

5.

Notification of the conclusion of the contract: The contract of sale of the auctioned horse shall be concluded without a separate knockdown by the effectively submitted highest bid of the registered

bidder (at the end of the bidding period). The organiser is not responsible for delays due to technical reasons, including overloading of the transmission channels. The bidder who has submitted the highest effective bid at the end of the auction shall be notified thereof in text form by e-mail or otherwise on a durable 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 have not submitted the highest bid will not receive any notification. The highest bid will only be mentioned anonymously on the platform immediately after the end of the bidding period. Pursuant to § 312 f of the German Civil Code (BGB), the notification to the purchaser contains a confirmation of the contract in which the content of the contract is reproduced and contains the information stipulated in

Article 246 a of the Introductory Act to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch), including the cancellation policy.

6.

The Organiser is entitled, at his dutiful discretion, to block registered bidders for individual auctions of individual foals or for a certain period of time or in general and thus to exclude them from the right to participate in auctions on a limited or unlimited basis. This is only permissible if there is an important reason which shows that the continuation of a legal relationship with the blocked person is no longer reasonable for us.

7.

The organiser may 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 objective reason. In the event of system failures due to technical circumstances, the organiser is also entitled to cancel the auction. In this respect, the Organiser expressly reserves the right to cancel the respective offer placed on the Internet for the individual foals. The decision to cancel the auction will be communicated on the internet platform with a keyword-like indication of the reason. The bids already submitted

#### **IV Information on the object to be auctioned**

1.

The foals put up for auction on the organiser's platform are offered with the following details:

Horse name, sex, age, colour, pictures, video, pedigree.

However, the above information merely represents a description of the object to be auctioned, the Organiser thus does not assume any guarantee for a corresponding quality and the information also does not constitute the content of a quality agreement with regard to the future purchase contract. No guarantee is given for the breeding suitability of the horse put up for auction. In particular, the insemination ability of stallions and the breeding ability of mares have not been tested by the organiser. The ability to inseminate or the ability to breed are not agreed characteristics. Further information/descriptions of the Organiser on the internet platform regarding the respective foals, which are not listed above, shall also not be the subject of a quality agreement. The descriptions of the foals merely reflect the subjective impression of the Organiser. These details/descriptions do not constitute information in the sense of a quality agreement.

2.

The location of the foal at the time after the end of the auction is with the respective exhibitor. Due to the technical and organisational handling of the internet auction, an inspection of the foal prior to the conclusion of the purchase contract is only possible by prior arrangement.

3.

The foals entered in the Internet Auction have been clinically examined in preparation for the Internet Auction. A veterinary examination report has been drawn up on the clinical examination carried out, which can be viewed by registered customers via a link to the foal entered in the auction. The bidder is advised to have the veterinary examination report interpreted by his own veterinarian at his own expense. The bidder is strongly advised to make use of this possibility of being informed about the health condition of the respective foal in his own interest.

4.

The result in the form of objective findings, the written examination report, which is exclusively based on the clinical examination and can be viewed, is a description of the health condition of the foal entered in the Internet auction. However, the descriptions of the foal offered recorded in the examination report do not become the subject matter of the quality agreement and are not an owed quality.

## **V Prices and terms of payment**

1.

All prices and bids quoted are exclusive of the applicable value-added tax. The value added tax depends on the assessment of the exhibitor (seller) and may therefore vary depending on the exhibitor. The VAT will be indicated after notification by the exhibitor. Pferdezentrum Schloss Wickrath GmbH accepts no liability for this information. Should there be a change afterwards, the difference must be paid by the buyer or will be refunded.

2.

Pferdezentrum Schloss Wickrath GmbH claims remuneration for its activities as organiser of the online auction as well as costs and taxes, the amount of which depends on the hammer price. The highest bidder who has won the auction must, as the buyer, pay the organiser a remuneration of 6% of the purchase price plus the legally applicable VAT of 19%. In addition, the Buyer shall bear the costs of insuring the foal in the amount of 1.25% of the purchase price - gross - including the sales fee - gross. Upon acceptance of the bid, the buyer shall instruct the organiser to take out this insurance in his name and for his account for the object of purchase.

3.

The hammer prices are net prices

4.

Pferdezentrum Schloss Wickrath GmbH has arranged compulsory insurance with Vereinigte Tierversicherung for the foal to be auctioned off and shall charge the Buyer an amount of 1.25% of the gross price plus insurance tax for this purpose.

5.

In detail, the organiser shall issue the following invoice to the participant who has won the auction:  
Final price of the auction (=highest bid/surcharge price)

If applicable, plus the sales tax rate of the seller (as stated in the offer)

= selling price

plus auction fees in the amount of 6% of the selling price plus VAT in the amount of 19%.

= Subtotal

plus 1.25% of the subtotal for insurance plus 19% insurance tax on the insurance premium.

=settlement amount

6.

With the confirmation of the conclusion of the purchase contract, the bidder receives the invoices indicating the price and the VAT. The deduction of cash discount is not permitted. The purchase price is due immediately and without deduction upon confirmation of the conclusion of the purchase contract. The statutory regulations concerning the consequences of default in payment shall apply. Upon conclusion of the purchase contract, the risk within the meaning of § 446 BGB (German Civil Code) shall pass to the buyer, even if the horse initially remains in the custody of the organiser or seller.

7.

The delivery of the auctioned foal to the buyer or to the carrier shall only take place after full payment of the purchase price. The buyer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by us. The purchaser is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

8.

The settlement amount is irrevocably assigned to the organiser by the seller for collection. Until full payment of the settlement amount by the purchaser, the horse shall remain the property of the seller (retention of title according to § 449 BGB). In the event of payment by cheque or bank transfer, transfer of ownership shall take place at the time of unconditional crediting of the settlement amount to the account of Pferdezentrum Schloss Wickrath GmbH. Before transfer of ownership, pledging, transfer by way of security, processing or transformation of the horse is not permitted without the organiser's consent.

9.

The settlement amount is due for payment to Pferdezentrum Schloss Wickrath GmbH immediately after the end of the auction. The buyer from abroad will be charged additionally with the accruing fee for the services of the official veterinarian. The Seller has irrevocably assigned his own payment claims to the Organiser for collection and the Organiser has accepted the assignment. If the buyer does not pay the settlement amount within 7 working days (including Saturday) after the end of the auction, the seller may withdraw from the purchase contract and sell the foal elsewhere. In this case, the first buyer is liable for any shortfall in proceeds and is also liable to pay damages to the organiser.

In the event that several persons on the buyer's side have purchased a foal at auction, they shall be liable to the exhibitor for claims arising from the auction purchase (purchase price, acceptance, etc.) as joint and several debtors. Furthermore, the buyers are entitled to their own claims from the auction transaction as joint and several creditors, so that the seller/exhibitor is entitled to make payment to each of the buyers.

## **VI Place of performance, collection of the foal, transfer of risk**

1.

In principle, the bid prices/invoice prices apply from the location of the foal in case of collection by the buyer. The specified location is the place of performance agreed upon in the concluded contract. The auctioned foal will not be shipped, even if requested by the buyer. However, the organiser is prepared, upon request and without obligation, to name forwarding agents with contact details for selection who will undertake the transport on behalf and for the account of the buyer against remuneration as a favourable standard delivery.

2.

The foal shall remain with the Seller until the agreed acceptance, at the latest until the foal has

reached the age of six months. Until then, it shall be maintained by the Seller free of charge. A later acceptance can be agreed upon bindingly between the exhibitor and the buyer, whereby the buyer will incur costs of € 10.00 per day. A prerequisite for acceptance is that the foal has been examined by a specialist equine veterinarian to be commissioned by the Seller and found to be free of defects. If possible, the buyer should be present at the examination; if he is prevented from attending, he must be informed immediately of the result of the examination by sending a written certificate.

3.

The inspection date is to be agreed between the exhibitor and the buyer. The auctioned foal must be collected at its location by the buyer. The risk of accidental loss and deterioration of the animal shall pass to the buyer upon acceptance of the foal, at the latest when the foal reaches the age of six months. If the foal remains with the organiser or seller after reaching the age of six months, the buyer must bear the costs of maintenance including veterinary and blacksmith costs. For accommodation and care, 10.00 Euros per calendar day plus statutory VAT shall then be charged, irrespective of any further expenses to be reimbursed. In any case, the foal will only be handed over after full payment has been made.

## **VII Insurance**

Pferdezentrum Schloss Wickrath GmbH has insured all foals offered at the online auction for life in the event of a successful bid. The respective contract is transferred to the buyer as legal successor upon successful acceptance of the bid. The insurance premium will be invoiced with the auction settlement. Details can be found in the insurance conditions of Vereinigte Tierversicherung a.G., which are listed below. There is insurance cover from the time of acceptance of the bid with:

R+V Versicherung AG

Vereinigte Tierversicherung Gesellschaft a.G. Raiffeisenplatz 1, D-65189 Wiesbaden

Your contact person: General Agency Güldenbergs, Andreas Güldenbergs Phone: +49 2104-803820

Mobile: +49 171-3492180

Email: [ann-christin.gueldenberg@ruv.de](mailto:ann-christin.gueldenberg@ruv.de)

For 1.25% of the purchase price (including auction fee and value added tax in the amount incurred), the insurance cover extends until 31.10. of the year, but at least until the completed 6th month of life, with the following benefits:

- 80% compensation in case of death or emergency killing as a result of illness or accident
- 80% compensation in the event of permanent incapacity as a result of illness or accident.
- The contract is based on the AVB TLP 01/2008 of the VTV.
- Co-insured is any transport within the insurance period (land, air, sea transport) to the first buyer's stable.
- The sum insured is the hammer price, maximum € 25,000.00.
- For horses sold to countries outside Europe, the USA, Canada or Australia, the insurance cover ends when the horse is unloaded at the destination airport. The authorised recipient is the respective owner of the horse.
- The insurance is concluded directly with the above-mentioned company. Settlement shall be made with the auction settlement of the association.
- A follow-up insurance can be applied for at one's own expense within the insured period with the above-mentioned company.
- A new clinical examination is not required. The conditional waiting periods do not apply.

Please contact the above-mentioned partner of R+V Versicherung Ann-Christin Güldenberg if you are interested/ have any queries.

## **VIII Assumption of debt. Liability, limitation**

1.

If the seller is a consumer within the meaning of § 13 BGB or both parties are entrepreneurs within the meaning of § 14 BGB, all rights in respect of defects and any liability for material defects are excluded.

The exclusion of liability agreed in accordance with section IX 1. shall not apply to personal injury resulting from death, physical injury or damage to health caused by at least a negligent or intentional breach of duty by the Seller or the Seller's legal representative or vicarious agent. The exclusion of liability shall also not apply to other damages based on a grossly negligent or intentional breach of duty by the Seller, its legal representative or vicarious agent.

In the event of a defect, the Seller shall be entitled to subsequent performance. Should the rectification of the defect be unreasonable or impossible, the Seller shall be entitled to make a subsequent delivery.

Should the buyer effectively withdraw from the purchase contract, the seller shall owe the repayment of the purchase price concurrently against surrender and transfer of ownership of the horse. In addition, the seller shall owe compensation for the necessary use of the object of purchase, e.g. for feeding and stabling costs, blacksmithing costs and, in specific emergencies, veterinary costs. Costs of renting a boarding place are necessary up to the amount of € 7.00 per day. The seller is not liable for all other costs.

Excluded from this exclusion is the Seller's liability for personal injury resulting from death, bodily harm or damage to health caused by a negligent or intentional breach of duty on the part of the Seller or his legal representative or vicarious agent. The same shall apply to other damages based on a grossly negligent breach of duty by the Seller or on an intentional or grossly negligent breach of duty by its legal representative or vicarious agent.

The right of the seller to the surrender of benefits or compensation for the value of benefits derived, consumption, sale, encumbrance, processing, transformation, deterioration or destruction of the horse shall remain unaffected. The seller shall reimburse the actual costs of return transport only within Germany.

Germany. In this respect, costs up to the amount of € 0.50 per kilometre driven shall be reimbursed. For return transport abroad, the seller shall pay the costs from the point at which the border is crossed.

5.

Liability of the organiser from the brokered sales contract is excluded. The exclusion of liability does not apply to personal injury due to death, bodily injury or damage to health resulting from at least a negligent breach of duty on the part of the organiser or an intentional or negligent breach of duty on the part of his legal representative or vicarious agent. This also does not apply to other damages based on a grossly negligent breach of duty by the organiser or an intentional breach of duty by the legal representative or vicarious agent.



6.

The organiser and the sellers do not assume any guarantees. This applies in particular to certain characteristics or intended uses. It is known that the further development and the future performance of the foals are not foreseeable and depend on a multitude of different factors. Any verbal statements made by the sellers and the organiser regarding the allocation of the foals with regard to certain suitability in equestrian sport or horse breeding do not constitute an agreement on quality, but are declarations of knowledge based on the subjectively formed impressions of the sellers and the organiser.

**(1) Liability period, obligation to inspect and give notice of defects**

The liability period for any defects, including any claims for damages, is 12 months. This does not apply to the claims described in § 437 BGB (German Civil Code) if the purchaser is a consumer and the horse purchased is not to be assessed as a used item within the meaning of § 475 (2) BGB. In this case, the limitation period is 2 years, however, the liability for any defects, even towards consumers, is limited to one year calculated from the delivery of the foal. If the buyer is an entrepreneur in the sense of § 310 para. 1 of the German Civil Code (BGB), his claims for defects presuppose that he has dutifully fulfilled his obligations to examine the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).

**1 Jurisdiction, severability clause, German law**

1.

The place of performance for all mutual obligations arising from the purchase contract is Mönchengladbach. If the customer is a merchant and the business relationship in dispute is attributable to the operation of his commercial business, the organiser's place of business shall also be the place of jurisdiction.

2.

All rights and obligations arising from and in connection with the contractual relationship shall be governed by non-uniform German law, namely the law of the 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 11.04.1980) is excluded.

3.

Should individual provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by the statutory provisions. The same applies accordingly in the event that the contract proves to be incomplete.

**XI Data protection**

The necessary data of the participants in the auction will be collected and stored for the transaction of business. When processing personal data, the statutory provisions shall be observed. Further details can be found in the data protection declaration available in our online offer. Upon request, the participant will receive information about the data stored about him/her at any time.

**XII Final Provisions**

1.

These Auction Terms 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 authoritative for the interpretation of the English version.

2.

The Promoter reserves the right to amend or supplement these Auction Terms and Conditions for the future. The admitted bidders shall be informed separately by e-mail of any amendments or supplements to these Terms and Conditions during ongoing auctions. The amended or supplemented terms and conditions shall only apply if the bidder places a new bid after receiving the notice.

3.

The EU Commission has provided a platform for online dispute resolution (so-called "ODR platform"). The ODR platform is intended to serve the extrajudicial settlement of disputes in the context of disputes arising from online contracts. The ODR platform can be accessed at the following link: <https://ec.europa.eu/consumers/odr>. In accordance with § 36 VSBG, we inform you that we are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

#### Cancellation policy

You have the right to cancel this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract. In order to exercise your right of revocation, you must send us, the

Pferdezentrum Schloss Wickrath GmbH Schloss Wickrath 7 41189 Mönchengladbach Germany  
Tel: +49 (0)216662191-11 Fax: +49 (0)216662191-20

by post, by telephone or by e-mail by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. You may use the enclosed model withdrawal form for this purpose, which is, however, not mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.