



A. General information

1. agency business

The auction of the horses on offer will take place in accordance with these auction conditions. The organiser of the auction is Pferdezentrum Schloss Wickrath GmbH, Schloss Wickrath 7, 41189 Mönchengladbach. The organiser sells the foals listed in the catalogue and on the website "<https://auction.pferdezucht-rheinland.de/auctions>" with the names of the buyers (agents). The auction is a public auction within the meaning of § 474 para. 2 sentence 2 BGB (German Civil Code), in which the horses offered are sold as used goods in the legal sense. The provisions of the sale of consumer goods (55 474 f. BGB) shall not apply. To the extent permitted by law, Wickrath shall be the place of fulfilment and the place of jurisdiction.

2. characteristics

For the foals sold at auction, only the following information/characteristics shall form the basis of a contractually agreed quality:

Pedigree, sex, colour, age according to the auction catalogue

The texts on the foal sires and dams have been carefully researched. The organiser accepts no liability for the correctness of the information.

3 Warranty and limitation period

- a) The owner/exhibitor is only liable for the quality characteristics according to A. Section 2.
- b) The organiser shall not be liable for any claims for material defects or damages.
- c) Defects already known at the time of the auction will be announced in the inspection report or by the auctioneer and are then subject to the auction conditions, as are deviations from the information in the auction catalogue.
- d) Complaints must be addressed in writing to the seller and to Pferdezentrum Schloss Wickrath GmbH for information purposes. In the event of a cancellation, claims for damages are excluded, in particular the reimbursement of maintenance expenses.
- e) In addition to the agreed quality, the sale of the horses takes place to the exclusion of any liability for defects on the part of the owner/exhibitor and the organiser.
- f) The limitation period shall be six months from the date of 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/organiser for other damages, insofar as these are based on an intentional or grossly negligent breach of duty by the seller or organiser, his legal representative or his vicarious agent

4 Organiser's liability

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

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

B. Auction

1. the bidding of the horses takes place in Euro. The auctioneer sets the bidding steps and accepts the bids. The highest bidder wins the auction and is bound by his bid.
- 2nd highest bidder wins the bid. Buyers who win the bid online will receive a confirmation e-mail.
3. the minimum bid step is 250 euros.
4. the hammer prices are net prices. The buyer must pay a 6% auction fee and the VAT indicated for each horse.

A calculation example can be found in this catalogue under "Insurance & Billing"

5. horses sold at auction can only be purchased on account. The buyer will receive the invoice for the auction purchase by e-mail. The invoice is due immediately.

6. all foals purchased at this auction are covered by insurance from the time of the knockdown:

Vereinigte Tierversicherung Gesellschaft a.G.

Raiffeisenplatz 1, D-65189 Wiesbaden

Ihr Ansprechpartner: R+V GV GüldenberG GmbH

Telefon: +49 2104-803820

Mobil: +49 171-3492180

E-Mail: ann-christin.gueldenberg@ruv.de

7. in the event of a technical failure of the hybrid system, the auction will continue in the ring on site.

C. Participation via the hybrid module

1. the participant must register on the website "<https://auction.pferdezucht-rheinland.de/auctions>". A participation contract is concluded between the organiser and the participant, which is also based on these auction conditions and through which the organiser presents and offers the horses of the procurer as a representative. There is no right to participate. The Organiser reserves the right to block a user from placing bids and to revoke registration. Each participant can only have one account. Therefore, in particular, re-registration is prohibited in the event that a participant's account has already been blocked. In this case, all registered data will be permanently deleted, unless they are required for an ongoing bidding procedure or the processing of an already completed purchase. 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, home 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 participant 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 authorised to represent them, e.g. managing directors or board members, with their full name, address and type of authorisation to represent them.

4. the password may be changed by the participant, may not be passed on to third parties, must be treated confidentially and must be protected against misuse. The participant is liable to the organiser for all damages resulting from misuse of his/her password if the participant is culpable for the misuse. Liability shall also include indemnification against

claims of third parties against the organiser. If the participant becomes aware of the misuse or loss of access data, he/she must inform the organiser immediately by telephone so that access can be blocked.

5 The participant may cancel the participation contract at any time without giving reasons. The Organiser 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.

In addition to the participant's IP address, 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.

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 veterinarians in accordance with their age. A report on the results of the examination has been drawn up in each case. This can be viewed on the respective auction pages of the foals. Bidders are strongly recommended to view the veterinary examination report and, if necessary, have it interpreted by a veterinarian of their choice. By placing a bid, the bidder confirms that he 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 auction, but does not constitute a quality agreement within the meaning of §434 Abs 1S. 1BGB. Neither the organiser nor the seller can make binding statements about the foal's state of health. The vet's report has no legal effect on the parties.

E. Acceptance and transfer of risk

In the case of foals, the risk is transferred to the buyer upon acceptance. The buyer must agree the acceptance or handover date of the foal with the exhibitor no later than six months after the foal's birth. An obligatory acceptance inspection at the expense of the exhibitor is required at the time of handover.

This is carried out by the exhibitor's own vet and is recorded. In addition, a handover protocol must be signed by both the exhibitor (or his authorised representative) and the buyer (or his authorised representative) and then sent to Pferdezentrum Schloss Wickrath GmbH. Earlier acceptance of the foal by the buyer is possible by mutual agreement with the exhibitor. Until acceptance, the exhibitor bears the risk and the costs for maintenance, including veterinary and farrier costs. If the buyer delays acceptance of the foal, the risk of accidental deterioration or destruction of the foal shall pass to the buyer at the beginning of the delay, and the buyer shall also bear the costs of maintenance, including veterinary and farrier costs.

F. Right of cancellation

For horses for which the seller is to be classified as an entrepreneur, i.e. horses labelled with a VAT rate of 9 or 19%, a right of withdrawal applies within 14 days without giving reasons in the event that the buyer is a consumer and the sale is concluded exclusively by means of distance communication. The cancellation period is 14 days from the day on which the buyer or a third party named by him, who is not the carrier, has taken possession of the horse. In order to exercise the right of cancellation, the buyer must inform the organiser by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of his decision to cancel this contract. In order to comply with the cancellation period, it is sufficient for the buyer to send the notification of the exercise of the right of cancellation before the expiry of the cancellation period. If the buyer cancels this contract, the owner/provider must refund all payments received from the buyer immediately and no later than 14 days from the day on which the notification of cancellation of the contract is received.

G. Severability clause

Should any of the auction conditions be invalid in whole or in part, 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

The Auction Terms and Conditions are available in German and English. In the event of inconsistencies, the German version alone shall apply; in the event of interpretations, the German version shall also be used in the first instance for the interpretation of the English version and shall prevail.

Pferdezentrum Schloss Wickrath GmbH has life-insured all foals offered at the online auction in case of successful knockdown. The respective contract is transferred to the buyer with the successful knockdown as legal successor. The insurance premium will be invoiced with the auction settlement. The details result from the insurance conditions of Vereinigte Tierversicherung a.G., which are listed below. There is insurance coverage from the time of knockdown with:

R+V Versicherung AG

Vereinigte Tierversicherung Gesellschaft a.G.

Raiffeisenplatz 1, D-65189 Wiesbaden, Germany

Your contact person: R+V GV Guldenberg GmbH

Phone: +49 2104-803820

Mobile: +49 171-3492180

E-Mail: ann-christin.guldenberg@ruv.de

For 1.25 % of the purchase price (incl. auction fee and VAT in the amount incurred), the insurance cover extends with the acceptance of the bid at the auction and ends on 31.10.2023, but at the earliest after completion of the 6th month of life.

- 80% compensation in case of death or emergency killing as a result of illness or accident
 - 80% compensation in the event of permanent disability as a result of illness or accident.
 - Contractual basis are the AVB TLP 01/2008 of VTV
 - Co-insured is any transport within the insurance period (land, air, sea transport) to the first buyer's stall.
 - The sum insured is the hammer price, maximum 25.000,00 €.
 - For horses sold to countries outside Europe, USA, Canada or Australia, the insurance coverage ends with the unloading of the horse at the destination airport. The authorized recipient is the respective owner of the horse.
 - The insurance is concluded directly with the above-mentioned company. The settlement will 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 renewed clinical examination is not required. The conditional waiting periods do not apply.
- Please contact the above-mentioned partner of R+V Versicherung Ann-Chistin Guldenberg-Uiberall if you are interested/ have any questions.

You can see an example invoice for the billing system here.

The organizer issues the following detailed invoice to the participant who has won the bid:

final price of the auction (highest bid)

plus sales tax rate of the seller, if applicable (according to the information in the offer)

= sales price

plus auction fee amounting to 6% of the sales price

plus VAT, amounting to 19%

= subtotal

plus 1.25% of the subtotal for insurance

plus 19% insurance tax on the insurance amount

= final amount to be settled