

Terms and Conditions for the - Auction / Stallion Sale (Brokerage)

A. General information

1. The auction is organized by Westfälisches Pferdestammbuch e.V., Sudmühlenstraße 33, 48157 Münster-Handorf. It sells the listed stallions (hereafter referred to as horses) in the catalog on behalf of and for the account of the respective exhibitor (brokerage business).
2. The auction is a publicly accessible auction (§ 312g no.10 BGB).

B. Special information for consumers

As can be inferred from section A, no. 2, the event is a publicly accessible auction in the legal sense, with the result that the provisions governing the sale of consumer goods (*Verbrauchsgüterkauf*) do not apply.

The significant changes in relation to consumer protection regulations associated with this can be summarized as follows:

1. In the case of a consumer goods purchase (*Verbrauchsgüterkauf*), the commercial seller usually cannot invoke the validity of a disclaimer of liability vis-à-vis a buyer as a consumer. This restriction does not apply in the present case.
2. In the case of a consumer goods purchase of used items, the limitation period cannot be reduced to less than one year. Due to the non-applicability of the consumer goods purchase regulations (*Verbrauchsgüterkaufvorschriften*) in the present publicly accessible auction, a reduction of the limitation period to less than one year is also possible for used goods.
3. § 477 of the German Civil Code (*BGB*) regularly provides for a so-called reversal of the burden of proof in the case of a consumer goods purchase (*Verbrauchsgüterkauf*). If a defect becomes apparent within the first 6 months after the transfer of risk, § 477 of the German Civil Code (*BGB*) presumes that this defect was at least inherent in the item at the decisive point in time of the transfer of risk, unless the legally standardized presumption is incompatible with the nature of the defect.

This reversal of the burden of proof does not apply to the present purchase, as the provisions governing the sale of consumer goods (*Verbrauchsgüterkaufvorschriften*) do not apply. Thus, even if the buyer is a consumer and the seller is an entrepreneur in the legal sense, the buyer must prove that any defect that may have occurred already existed at the time of the transfer of risk.

4. In the case of a consumer goods purchase, the objective requirements for determining a material defect may only be deviated from if the consumer was specifically informed before submitting their contractual declaration that certain characteristics of the goods deviate from the objective requirements and these deviations were expressly and separately agreed in the contract.

This restriction also does not apply in the present case, as the provisions governing the sale of consumer goods do not apply.

5. Finally, the more extensive provisions of §§ 474–479 of the German Civil Code (*BGB*) applicable to the purchase of consumer goods (*Verbrauchsgüterkaufvorschriften*) also do not apply to the present contractual relationship, as these are provisions governing the purchase of

consumer goods which do not apply in the present case due to the existing publicly accessible auction. The provisions of §§ 474–479 of the German Civil Code (*BGB*), which do not apply, can be viewed on the Internet and are also available for inspection at the auction office upon request.

C. Representations and warranties

The horses presented for sale are not intended for food production and are sold as seen and at the time of handover exhibit the following characteristics, which at the same time form the object of the purchase contract:

I. External characteristics:

1. Pedigree as presented in the catalogue.

The pedigrees included in the catalogue are taken from the certificates of origin that are transferred to the buyers.

2. Sex, colour, and year of birth as presented in the catalogue.

The horse's presentation in the auction catalogue – including the classification of the respective horse with regard to its predominant talent in dressage/show jumping/eventing – is not a representation of its characteristics and does not imply a promise regarding particular abilities of the respective horse.

II. Health status

The horses presented for sale are, in accordance with the time schedule of Westfälisches Pferdestammbuch e. V., clinically examined and radiographed, at the latest directly following the stallion pre-selection, using the Veterinärstandards bei Körungen für Deutsche Reitpferdezuchten (veterinary standards for licensing for German riding horse breeders).

The following x-rays were carried out on the sedated horse without shoes in accordance with the Leitfaden für die röntgenologische Beurteilung bei der Kaufuntersuchung des Pferdes (X-ray guidelines 2018) and with the side (left, right) included on the image:

- Front limb (both sides)
Hoof 90° / Toe 90° / Hoof 0° according to Oxspring (with image of fetlock joint cleavage)
- Hind limb (both sides)
Toe 90° / Hock 0° / Hock approx. 45° / Hock approx. 135° / Knee approx. 90° / Knee 180°

The attending veterinary surgeon shall prepare an examination report which may be viewed by prospective buyers in the Auction Office or the surgery of the attending veterinary surgeon.

The above-mentioned x-ray shall not be evaluated but will be accessible for viewing by prospective buyers during the entire auction preparation time, along with the written report on the clinical examination.

Prospective buyers may have the x-rays interpreted by a veterinary surgeon of their own choosing or by the auction's two veterinary surgeons.

The result, in the form of objective diagnostic findings of the written report referring exclusively to the clinical examination, as well as the horse's physical condition as can be seen from the x-

rays, shall represent the horse's health status, whereby the Buyer recognises that the prepared x-rays are standard projections which cannot record complete radiographic findings.

Insofar as the health status is affected beyond the scope of the pre-purchase examination, the parties thus agree to an unknown and therefore imponderable state of health as a contractual condition. This applies in particular to areas that have not been assessed with regard to any existing hereditary diseases or genetic defects, for example PSSM.

Other characteristics with regard to performance, health, or other qualities of the horses, are not the subject of this purchase contract.

In addition to the quality agreement presented, the breeding suitability is agreed upon in the following form in the case of the sale of approved stallions:

- Sound condition of the genital organs, ascertained by palpation
- Sexual covering ability
- Fertility

III. Any present health impairments or significant changes in the catalogue descriptions will be announced by the auctioneer on the day of the auction.

D. Purpose of use/guarantee

The Seller and Westfälisches Pferdestammbuch e. V. expressly assume no guarantee. This also applies in particular to certain characteristics or purposes of use of the horse. The parties agree that the further development and capabilities of the horse are not foreseeable. Any verbal statements by the Seller / Westfälisches Pferdestammbuch e. V. on classification as a riding horse, sport horse, or breeding horse and with regard to its predominant long-term suitability do not represent quality characteristics, but are based on subjective impressions. They do not imply any quality or guarantee with regard to special sporting or breeding abilities or performance of the horse, neither now nor in the future. The parties agree that the agreement on quality in B. I and II is conclusive and all-encompassing.

E. Loss of rights

I. The Buyer loses the rights to which they are entitled due to a defect (deviation from a quality defined in B) if they do not notify Westfälisches Pferdestammbuch e.V. or the Seller of the defect in text form or send written notification to them no later than eight weeks from the time of the conclusion of the purchase contract.

No loss of rights occurs if the Seller or Westfälisches Pferdestammbuch e.V. has fraudulently concealed the defect.

II. Otherwise, the Buyer loses the rights according to them due to a defect in the horse's breeding fitness (see B. II.) with regard to

1. a defect in sound condition of the genital organs (within a period of eight weeks),
2. a defect in covering ability (within a period of six months),
3. a defect in fertility (within a period of nine months),

if they do not notify the Westfälisches Pferdestammbuch e. V. or the Seller in text form of the lack of fitness for breeding within a period of nine months calculated from the date of the sale or send notification to the Seller.

In the case of disputes about the existence of a defect concerning the above-defined sexual fitness for breeding, the Buyer shall request an expert opinion from the Foundation of the University of Veterinary Medicine Hannover, Foundation, Reproductive Medicine Unit, Equine Clinics, at the latest within two weeks after the rejection of the complaint previously made in text form. The requirements of this examination as well as the interpretation of its results are in accordance with the 2013 FN Recommendation on Warranty Provisions for Insemination and Stud Stallions. The findings in the expert opinion shall be binding for the contractual parties. If the deadline is missed, the Buyer loses any rights to which they may be entitled on account of the complained defect. If the complaint is found to be justified, the Seller shall bear the costs of the proceedings; otherwise they shall be borne by the Buyer.

F. Acceptance and transfer of risk

I. Horses / licensed stallions

The Buyer or their agents shall undertake to collect the horse immediately after conclusion of the purchase contract.

With the fall of the hammer, which also replaces the transfer of ownership, the risk is transferred to the Buyer, even if the horse initially remains in the custody of the Verband. However, ownership of the horse sold shall not pass to the Buyer until full payment has been made. This also applies if the Seller remains the conditional owner initially. The grooms shall continue to maintain the horses up to the horses' loading for transport, and assist with loading.

The horse will be handed over with headcollar and lead.

The Verband shall only be liable for damages of any kind to the stabled horse in the case of intent or gross negligence.

G. Liability

I. Liability of the Seller

1. With the exception of the agreement on qualities as set out in B, the horse/licensed stallion is sold as seen with complete exclusion of any liability/warranty. The Seller assumes no risk or guarantee for specific qualities or purposes of use. With regard to the characteristics, the condition of the horse is deemed to be contractually agreed as set out in B. The exclusion of liability includes possible hereditary diseases or genetic defects such as PSSM.

2. The exclusion of liability agreed in 1 does not apply insofar as the Seller is liable for personal injury resulting from injury to life, body or health which is based on at least a negligent breach of duty on the part of the Seller or intentional or negligent breach of duty by the Seller's legal representative or vicarious agent. Neither does the exclusion of liability apply to other damages based on at least a grossly negligent breach of duty by the Seller or the Seller's legal representative or vicarious agent.

3. In the event of existing liability on the part of the Seller, the Seller shall be entitled to subsequent performance. The Buyer has the option of rectification or subsequent delivery. The Seller is entitled to make a subsequent delivery if rectification of defects is unreasonable or impossible. If the Buyer effectively declares his withdrawal from the purchase contract, the Seller shall owe the repayment of the purchase price against handover and repossession of the horse. The Seller shall also owe compensation for any necessary costs pertaining to feeding and stabling, farrier services and necessary veterinary care. The costs of return transport shall be reimbursed or paid by the Buyer insofar this return transport took place or takes place within the borders of the Federal Republic of Germany. The transport costs in this regard are reimbursable in the amount of €0.50 per kilometre of transport. The Buyer shall bear the costs of transport up to the border of the Federal Republic of Germany.

The Seller shall not be liable for damages, in particular in the form of expenses for training, replacement or other financial losses taking into account the provisions set out in 2.

The above provisions shall have no effect on the Seller's right to the surrender of benefits and/or compensation for the value of benefits derived, consumption, sale, encumbrance, processing, transformation, deterioration, or destruction of the horse.

II. Liability of Westfälisches Pferdestammbuch e.V.

1. Westfälisches Pferdestammbuch e.V. assumes no liability from the brokered purchase contract.

2. The above-mentioned liability exclusion does not apply insofar as Westfälisches Pferdestammbuch e.V. is liable for personal injury resulting from injury to life, body or health based on at least a negligent breach of duty by the Organiser or intentional or negligent breach of duty by the Organiser's legal representative or vicarious agent. Neither does the exclusion of liability apply to other damages which are based on at least grossly negligent breach of duty by the Organiser or the Organiser's legal representative or vicarious agent.

H. Statute of limitations

The Buyer's claims for material defects and claims for damages against the Seller and Westfälisches Pferdestammbuch e. V. expire three months after the handover of the horses/licensed stallions.

Excluded therefrom are material defect liability claims against the Seller for possible defects in the form of sexual fitness for breeding in the case of stallions, for which the time limits listed in D. continue to apply.

Any claims for damages based on at least a negligent breach of duty by the Seller / Westfälisches Pferdestammbuch e.V., its legal representative, or vicarious agent with regard to life, body, or health are excluded from relief from the statute of limitations. Neither does the shortened statute of limitations apply to other damages based on at least a grossly negligent breach of duty by the Seller/Westfälisches Pferdestammbuch e.V. or their legal representative or vicarious agent.

I. Bids

I. The horses are offered for bidding in euros.

Only bids of at least 500 euros shall be accepted.

II. Bidding is carried out by means of raising bidding cards by hand and/or electronically. The latter requires that the bidder be registered and verified by the Organiser to participate in the bidding process. Registration is carried out via the Organiser's domain - onlineauction.westfalenpferde.de -.

The auction is carried out live online. Electronic participation in the bidding process allows prospective buyers present at the event as well as those not present at the venue the opportunity to take part in the bidding process electronically in real time (OnLive). Participation in the OnLive bidding procedure does not constitute participation in an online auction in the legal sense. The purchase contract is concluded accordingly by acceptance of the bid by the auctioneer at the venue.

III. The hammer prices are net plus statutory value-added tax.

IV. If several bids were submitted, the auction management shall determine the final bid; this may be done by drawing or allocation.

In the event of a dispute (which must be asserted immediately) regarding the final bid, bidding may be resumed and continued after a decision by a representative of the auction management. This is permissible even if the purchase slip has already been signed.

J. Billing and payment

1. All submitted prices and bids are subject to applicable sales tax. The sales tax amounts to, depending on the taxation of the exhibitor (Seller):

0% (private sale), 7,9% (flat-rate option for farmers) or 19% (commerce, etc.). The corresponding value-added tax rate is shown after the name of the exhibitor on the auction page in the offer for the respective horse/stallion. The information on the value-added tax will be provided by the exhibitor after notification. Westfälisches Pferdestammbuch e.V. assumes no liability for this information.

2. For its brokerage activity, Westfälisches Pferdestammbuch e.V. collects a fee from the Buyer in the amount of net 6% of the hammer price plus any applicable statutory sales tax (currently 19%).

Westfälisches Pferdestammbuch e.V. has arranged obligatory insurance cover with Vereinigte Tierversicherung for the horse/stallion sent for auction and, for this purpose, collects from the Buyer a sum in the amount of 1.5% of the hammer price plus fees in addition to statutory value-added tax. With the conclusion of the purchase contract, the Buyer authorises Westfälisches Pferdestammbuch e.V. to obtain this insurance cover on behalf of and on account of the Buyer.

3. The amount to be paid by the Buyer is thus calculated as follows:

1. Bill for horse/stallion:

Purchase price (highest bid/hammer price)

+ exhibitor's individual value-added tax (0%, 7,8%, 19%)

= Gross invoice amount 1

2. Invoicing fees:

6% fees from purchase price

(highest bid/hammer price) + statutory value-added tax (currently 19%)

= Gross fees

+ 1.5% insurance premium (calculation from gross invoice amount 1 and gross fees)

+ statutory value-added tax (currently 19%)

= Gross invoice amount 2

The Buyer will receive the invoices indicating the price and value-added tax with the confirmation of the conclusion of the purchase contract.

Discount deductions are not permitted.

4. The purchase price is due immediately and without discount. The statutory regulations concerning the consequences of default of payment shall apply. The auctioned horse will be handed over to the Buyer or to the carrier only after full payment of the purchase price and fees. The invoice amounts are to be paid immediately by bank transfer to the account of Westfälisches Pferdestammbuch e.V. at

Sparkasse Münsterland-Ost

IBAN: DE35 4005 0150 0045 0213 00

BIC: WELA DED1 MST

5. The Buyer is entitled to offsetting rights only if their counterclaims are legally established, undisputed, or recognised by Westfälisches Pferdestammbuch e.V. and/or the Seller. The Buyer is only entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

6. In accordance with § 449 BGB, the Seller retains ownership of the respective horse until full payment of the invoiced amount to Westfälisches Pferdestammbuch e.V. In the case of payment by cheque or bank transfer, the transfer of ownership shall take place at the time of the unconditional receipt of the invoiced amount into the account of Westfälisches Pferdestammbuch e.V.

7. If the Buyer does not pay the calculated amount in five (5) working days (including Saturday) after the end of the auction, the Seller may withdraw from the purchase contract and sell the horse elsewhere. The original purchaser is hereby liable for any shortfall in proceeds and is also liable to pay damages to the Organiser.

8. The Exhibitor irrevocably assigns the right to Westfälisches Pferdestammbuch e.V. to issue an invoice to the Buyer for services.

9. In the event that the Buyer comprises several persons for the purchase of a horse at auction, these persons shall bear liability, jointly and severally, to the Seller for claims arising from the auction purchase (purchase price, acceptance, etc.). The Buyers are furthermore entitled to their own claims from the auction transaction as joint creditors, so that the Seller/Exhibitor is entitled to make payment to each of the Buyers.

10. The value-added tax invoiced for buyers residing abroad cannot be refunded by farmers who use the flat-rate scheme (7,8%), as this tax is not payable by the Exhibitor to the tax authorities. The auction fee may be exempted from value-added tax upon presentation of the necessary documents. If the Exhibitor is a business or a farmer opting for 19% value-added tax, the exemption from sales tax does not change. The Buyer furthermore shall provide information on export and transport promptly after purchase.

Buyers with residence or registered place of business in the EU outside of Germany in principle pay the statutory value-added tax for Germany (currently 19%). They will be reimbursed if they present their VAT identification number to the Verband to prove that they are acquiring the animal for their business and exporting it immediately after acquisition. In individual cases, if the Buyer is not an entrepreneur and has residence or registered place of business in the EU outside of Germany, the VAT rate applicable to the Buyer's registered place of business may apply. In this case, the Buyer shall make subsequent payment of this amount. Furthermore, the Buyer with residence or registered place of business in the EU outside of Germany shall voluntarily inform Westfälisches Pferdestammbuch e.V. in the event that any acquisition thresholds have been exceeded, and releases Westfälisches Pferdestammbuch e.V. and the Seller from any liability for damages resulting from providing inaccurate information or from failing to provide information.

Horses may be transported across national borders within the EU only if they are accompanied by an official veterinary health certificate (Council Directive 2009/ 156EG). Issuance of this health certificate by the competent official veterinary surgeon may be arranged by Westfälisches Pferdestammbuch e.V. upon request if the Buyer informs Westfälisches Pferdestammbuch e.V. at least two days before the planned transport date and sends an official transport plan. The cost for this legally mandated certificate is a flat-rate fee of €100 plus statutory value-added tax. The cost for export to a non-EU country will be charged to the Buyer as incurred.

K. If, for certain reasons, the horse/licensed stallion remains with the Westphalian Horse Centre, the Buyer shall conclude a stabling contract with Westfälisches Pferdestammbuch e.V. accordingly. The stabling contract, even if concluded orally, shall be based on the General Conditions for the Stabling of Horses at the Westphalian Horse Centre. These Conditions may be viewed at the Auction Office.

L. No horse/licensed stallion may be removed from the premises before payment is settled. Removal may take place only on presentation of a document issued by the Auction Office.

M. Upon request, Westfälisches Pferdestammbuch e.V. will manage the loading of the sold horses/licensed stallions, free of charge and without guarantee.

N. The Buyer, in the event of complaints or material defect liability claims, shall make these directly to the Seller.

O. The Auction Terms and Conditions shall be publicly posted in the Auction Office on the day of the auction.

P. German law / jurisdiction agreement

If the Buyer neither maintains residence or a registered business office in Germany nor is a German citizen, the parties agree to apply German substantive and procedural law for the performance and execution of the contract with the exception of the United Nations Convention on Contracts for the International Sale of Goods/CISG. This also applies in the event of a legal dispute. If both parties are entrepreneurs, they agree that place of jurisdiction is the registered office of Westfälisches Pferdestammbuch e.V.

Q. Should any provision in these Terms and Conditions be or become invalid either in whole or in part, this will have no effect on the remaining provisions. Invalid provisions shall be replaced by provisions through which the economic success sought by the parties can be achieved in a legally effective and feasible manner.

The German language version of these Terms and Conditions shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions.

November 2025

In case of doubt the German auction conditions apply