

## Auction conditions

### ‘Stichting Elite Dressage Pony Sales’

#### Articel 1: General

1. The Foundation Elite Dressage Pony Sales, located at Hogestraat 29A, (4011 KA) Zoelen, Netherlands, and registered with the Chamber of Commerce under the number: 72910461, email: [elitedressageponysales@gmail.com](mailto:elitedressageponysales@gmail.com) (hereinafter referred to as "**Elite Dressage Pony Sales**"), organizes various auctions for horses and ponies (hereinafter referred to as "**the Auction**").
2. These Auction Conditions of Elite Dressage Pony Sales ("**Auction Conditions**") govern the legal relationships between Elite Dressage Pony Sales and participants of the auction of horses via the internet organised by Stichting Elite Dressage Pony Sale on [www.elitedressageponysales.nl](http://www.elitedressageponysales.nl) ("**Auction Site**") and at a location. The person who bids on a horse or horses and/or a pony or ponies during the Auction ("**Bidder**"/"**Buyer**") is considered to have accepted the applicability of these Auction Conditions. The applicability of other general terms and conditions is excluded.
3. Elite Dressage Pony Sales organises and facilitates the Auction and puts up the horses/ponies for auction commissioned by a seller ("**Seller**"). Elite Dressage Pony Sales is not the owner of horses/ponies that are offered at the Auction unless this is explicitly stated on the Website.
4. Buyer is the person who places the bid during the Auction that is accepted as the highest bid by Elite Dressage Pony Sales as commissioned by the Seller. All clauses in these Auction Conditions have also been drawn up on behalf of those employed at this time or in the past, for the purpose of and/or on behalf of Elite Dressage Pony Sales. They can directly invoke the provisions of these Auction Conditions as if they were Elite Dressage Pony Sales themselves.

#### Article 2: Bids and purchase

1. The Auction will take place under the supervision of Elite Dressage Pony Sales. Elite Dressage Pony Sales will determine the order and sequence of the Auction. Elite Dressage Pony Sales is entitled to refuse anybody access to and/or participation in the Auction without stating the reasons therefore or to pose (further) conditions for participation in the Auction.
2. To be able to take part in the Auction as Bidder, registration as prescribed by Elite Dressage Pony Sales is required as well as unconditional agreement with the conditions and proceedings that are or have been declared applicable to the Auction by Elite Dressage Pony Sales. Elite Dressage Pony Sales reserves the right to refuse or unilaterally terminate registration for the Auction and (further) participation of a Bidder in the Auction for reasons of its own. Prior to participating in the Auction, Bidder must digitally register on the Auction Site. Bidder will receive a strictly personal user name and password that can be used to access the bidding system. Bidder is responsible for all actions that take place at the Auction that ensue from the use of the user name and password of Bidder. Bids take place digitally/electronically. The highest bid per horse/pony is indicated on the Auction Site.
3. For the establishment and execution of the agreement, Elite Dressage Pony Sales requests Bidder to provide personal data. The personal data of Bidder is processed by Elite Dressage Pony Sales in accordance with the General Data Protection Regulation.
4. The Auction closes on the previously indicated date and time. The duration of the Auction is stated on the Auction Site. If there are any new bids in the final 10 minutes before the indicated closing time, the closing time will (each time) be extended by 10 minutes. Final closing will take place ten minutes after the final bid.
5. When placing a bid, the person in whose name the account is created is presumed to be bidding for themselves and is personally liable for the obligations arising from their bid. If Bidder declares to act on behalf of a third party, he/she remains fully liable towards Elite Dressage Pony Sales, in addition to this third party.

6. Once a bid has been placed on a horse/pony, this bid remains valid until a potentially higher bid is accepted. A bidder cannot invoke bidding or typing errors or mistakes when placing a bid at the Auction.
7. A Bidder with the second highest bid is obliged to honour his/her bid for a period of fourteen (14) days after the closing of the online Auction for the eventuality that the highest bid is declared invalid or is not honoured.
8. The horses/ponies offered on the Auction are auctioned/ sold 'as is' without sales campaign or rebate, in the state they are in when awarded, without liability of Elite Dressage Pony Sales in relation to the value, the condition and/or the quality of the ponies put up for auction. The risk of loss of and/or harm/injury to and/or of damage caused by the auctioned/purchased ponies lies with the Bidder/Buyer from the time that the horse/pony is paid.
9. Bidder accepts the special circumstances that can occur during an online auction, including technical imperfections that may prevent a bid from being placed in a timely manner
10. Elite Dressage Pony Sales cannot guarantee that the Seller can transfer the ownership of the auctioned pony unencumbered to Bidder/Buyer and Elite Dressage Pony Sales is not liable for any related or ensuing damage.
11. If the Bidder is awarded the final bid by the auction site's server, the purchase is established, and Bidder is obligated to pay the final bid price including VAT (if applicable) and the applicable auction fees to Elite Dressage Pony Sales.
12. Participation in the Auction implies that Buyer explicitly and without any reservation agrees to these Auction Conditions and with the obligation to pay the auction costs of 10% of the Sale Price.

### **Article 3: Information**

1. Elite Dressage Pony Sales will draw up the Auction Site with the utmost care. The information on the Auction Site aims at giving an impression of the quality of the horses/ponies offered at the Auction, without Elite Dressage Pony Sales vouching for the completeness thereof and without any rights that may be derived therefrom.
2. The horses/ponies are auctioned "*as is, where is*", meaning "*in the condition and manner and location they are in*" at the time of the Auction.
3. The horses/ponies offered at the Auction have been veterinary clinically examined. The clinical inspections took place within a period of three months prior to the Auction. Any X-rays that may have been taken and the clinical report can be requested per email prior to the Auction.
4. The content of the stated veterinary reports is binding on Elite Dressage Pony Sales, on the Seller and on the Bidder/Buyer.
5. Prior to the Auction, the ponies offered at the Auction can be viewed on a location and time to be indicated by Elite Dressage Pony Sales.
6. Prior to the Auction, the horses/ponies offered for auction can be viewed at a time and location to be specified by Elite Dressage Pony Sales.
7. Obvious mistakes or clear errors in the offer of the horses/ponies, for example due to typographical or printing errors, do not bind Elite Dressage Pony Sales, and no rights can be derived from them."
8. All horses/ponies were measured as accurately as possible by Elite Dressage Pony Sales. All heights presented are approximate measurements +/-.

#### **Article 4: Sale Amount, Buyer's Premium, Purchase Price, Payment Obligation Buyer**

1. Within two (2) days after the time of the accepted bid, Buyer must pay the Purchase Price in Euro to Elite Dressage Pony Sales by transfer to the bank account number in the name of Elite Dressage Pony Sales, without any discount or set-off. The Purchase Price will be calculated as follows: the Sale Amount is increased by an amount equal to 10% of the Sale Amount ("**Buyer's Premium**").
2. When failing to pay the Purchase Price in time, Bidder/Buyer will be in default and Elite Dressage Pony Sales will have the right to immediately sell the horse/pony privately, whereby the bid of the original Bidder/Buyer will no longer be valid. Bidder/Buyer will never be entitled to surplus proceeds in a private sale and will be held to reimburse Elite Dressage Pony Sales for any reduced amount of proceeds. Elite Dressage Pony Sales will then also be authorized without any notice of default and on behalf of the Seller and without the consent of the Seller to consider the Purchase Agreement as terminated without any entitlement of the Bidder/Buyer to any compensation (for damages). In the event of default of the Buyer/Bidder, Elite Dressage Pony Sales will have a right of retention on the pony, the Bidder/Buyer will be due administration costs to Elite Dressage Pony Sales to the amount of 6% of the Sale Amount and the Bidder/Buyer will be due all in or out of court costs related to collection of Elite Dressage Pony Sale's claim against the Bidder/Buyer, with a minimum amount of €1,000 due to Elite Dressage Pony Sales. Buyer will not be entitled to set-off or settlement.

#### **Article 5 : Delivery, Transfer of Ownership, and Collection**

1. After the Auction and receipt of the Purchase Price by Elite Dressage Pony Sales, Buyer, Seller, and Elite Dressage Pony Sales will agree on the time and manner of the actual delivery of the horse and/or pony. Unless otherwise agreed between Elite Dressage Pony Sales, Seller, and Buyer, the horse and/or pony will be collected by Buyer at the owner's location. The actual delivery of the horse and/or pony must take place within 4 calendar days after Buyer has fulfilled all obligations to Elite Dressage Pony Sales under the agreement(s) concluded in the context of the Auction. After these 4 days, Seller of the horse and/or pony is entitled to charge Buyer for stabling and care costs. For transport abroad, the horse and/or pony must be collected within 7 days (Unless clearly agreed otherwise).
2. From the moment of payment, the horse and/or pony is at the expense and risk of Buyer, including developments concerning the horse and/or pony.
3. Buyer has received sufficient information about the horse/pony they bid on at all times.

#### **Article 6: Exclusion and Limitation of Liability of the Elite Dressage Pony Sales**

1. Elite Dressage Pony Sales is not liable for damage caused by the provision of incorrect and/or incomplete information, regardless of the nature and extent of that damage and of that information and regardless of the source of that information.
2. Elite Dressage Pony Sales is not liable for damage incurred before, during, and/or after the Auction caused by or to persons and/or by or to items and/or by or to horses/ponies
3. Elite Dressage Pony Sales is not liable for damage resulting from any accident occurring in or near the grounds or buildings where there is an opportunity to view and try out the horses/ponies or where the purchased horses/ponies can be collected, except in cases of deliberate intent or gross negligence by Elite Dressage Pony Sales. Entering the grounds and buildings of Elite Dressage Pony Sales is at one's own risk.
4. Elite Dressage Pony Sales is not liable for damage, direct or indirect and regardless of nature and extent, resulting from a failure to fulfill an obligation by a third party.
5. Elite Dressage Pony Sales is not liable for the failure to fulfill any obligation resulting from strikes, shortages, riots, disturbances, fire, flood, storm, explosions, natural disasters, war, epidemics and/or

pandemics, government intervention, labor conditions, earthquakes, lack of materials, or any other circumstance over which Elite Dressage Pony Sales could not reasonably have had any influence.

6. Bidder/Buyer is liable for all damage caused by him/herself and indemnifies Elite Dressage Pony Sales against any claim from a third party, including but not limited to Sellers and/or other Bidders/Buyers, related to that damage, regardless of its nature and extent.
7. Exclusions of liability of Elite Dressage Pony Sales do not apply in the case of deliberate intent or gross negligence attributable to Elite Dressage Pony Sales.
8. Any liability of Elite Dressage Pony Sales is always limited to a maximum amount of € 500. A claim for damages will lapse in any case two (2 months) after Buyer becomes aware of the damage, which directly or indirectly results from an event or circumstance for which Elite Dressage Pony Sales is or could be liable.

#### **Article 7 : No right of withdrawal for Consumer Buyer**

1. The auction of Elite Dressage Pony Sales qualifies as a public auction in accordance with Article 6:230g paragraph 1 sub j of the Civil Code. The right of withdrawal for a consumer buyer, as defined in Article 6:230o of the Civil Code and in accordance with Article 6:230p sub c of the Civil Code, is not applicable.

#### **Article 8: Tax**

1. Elite Dressage Pony Sales is a foundation and therefore not subject to VAT. An auction without a profit motive.

#### **Article 9: Applicable Law and Competent Court**

1. Dutch law applies to the legal relationship(s) between Elite Dressage Pony Sales and Bidder or Buyer, including any liability claims.
2. Any dispute arising from or related to the legal relationship(s) between Elite Dressage Pony Sales and Bidder or Buyer will be settled by the competent court in the district of the Oost-Brabant Court, located in 's-Hertogenbosch, which is competent to hear a dispute in the first instance.
3. These auction terms and conditions are drafted in both Dutch and English. In case of a dispute regarding the English version of these auction terms and conditions or its translation, the Dutch version prevails.