

AUCTION CONDITIONS

Foal Auction Prinsjesdag 2020



General conditions

1. Foal Auction Prinsjesdag BV (hereafter: 'VP') will organize multiple foal auctions (hereafter: 'the auction') on Tuesday June the 16th, - July the 21st and - August 18th through an online auction in Eemnes. The auctions will be supervised by a notary public.
2. The legal relationship between VP and the vendor is an order agreement.
3. These auction conditions apply to the legal relationship between VP and the vendor and VP and the bidder/purchaser. Both the vendor and the bidder/purchaser take part in the auction entirely at their own cost and risk. VP is not responsible for any obligations to the vendor and/or bidder/purchaser other than those outlined in these conditions.
4. A sales agreement is exclusively concluded between the vendor and the bidder/purchaser. The bidder/purchaser is still obliged to sign the written sales agreement as meant in item 11. VP is not bound by agreements between the vendor and the bidder/purchaser. Under no circumstances can VP be regarded as a vendor or bidder/purchaser.
5. All stipulations in these conditions of auction are also made for the benefit of all persons who have been or are employed by or have been or who are employed on behalf of VP. These legal entities or natural persons can invoke the stipulations of these auction conditions, as if they were VP.
6. Participation in the auction will be seen as acceptance of these auction conditions, with the exclusion of any conditions applied by the participant him/herself.

The auction

7. VP as well as the Selection Committee appointed by VP examine and select the foals that qualify for participation in the auction. VP/the Selection Committee is hereby authorized, but not required to seek advice from third parties. VP/the Selection Committee shall, at all times, have the right to refuse participation of a foal or foals to the auction on the basis of (physical) defects, as well as other grounds determined by VP/the Selection Committee, whether a foal or foals are already selected for the auction. A participation decision of VP/the Selection Committee is final. VP/the Selection Committee is/are never obliged, on any ground, to refund the costs incurred by the seller.
8. The selected foals will be sold outright, without proceedings or recompense, at the buyer's risk, in the condition they have at the time of sale, with the purpose that they will be reared to become adult horses by the bidder/purchaser. The foals entered for the auction will be sold to the highest bidder. If no opening bid is made, the auctioneer is entitled to lower the openings bid. The auctioneer is entitled to change the order of the foals to be sold or, without stating reasons, refuse a person as bidder/purchaser.
9. Bidders/purchasers are expected to have full legal capacity and to be in full possession of their mental faculties. Each bidder/purchaser is considered to have made the bid for him/herself and shall be bound by his/her bid until a higher bid is definitely accepted. Each bidder/purchaser is, along with his/her eventual principal, fully liable for any failure in the compliance with his/her obligations. A vendor who appears to have bought back his/her own foal is also considered a bidder/purchaser and for the vendor as here meant all the provisions (including all (payment) obligations) in these auction conditions concerning bidders/purchasers, shall also apply.
10. The risk concerning the foal is transferred immediately from the vendor to the purchaser at the moment of delivery of the foal / issuance of ownership.
11. Immediately upon allotment, the bidder/purchaser, upon production of identification, shall sign a written sales agreement. If the sales agreement is not immediately offered for signing, the bidder/purchaser must immediately report this to the VP administration.

Information

12. VP has tried to compose the catalogue with the utmost care. The information about the pedigrees has the aim to give an impression of the quality of the foals, without having the pretence to be complete.
13. It is the responsibility of the vendor to check the accuracy of the information in the catalogue and to notify VP in writing before the auction of any mistakes or inadequacies, thereby indicating in as much detail as possible which changes or additions should be made. The extent to which any changes/additions are included in the catalogue is at the discretion of the VP.
14. The vendor is obliged to make a veterinary report available to VP before the commencement of the auction which has been drawn up by a veterinary appointed by him/herself. The vendor must provide the aforementioned veterinary report to VP at least 14 days prior to the photo/video days. During the aforementioned photo/video day, as well as on the day of the auction and prior to the auction, a veterinarian appointed by VP will be present on the instructions of the vendor and at the vendor's cost (see however the provisions under 19) and risk will inspect the foal and check whether the aforementioned veterinary report is correct and complete. If this veterinarian discovers that the report is inaccurate or incomplete, he/she will attach his/her findings to the aforementioned veterinary report so that the best possible picture of the veterinarian's findings regarding the foal exists for the purchaser. On the day of the auction, a duplicate of the aforementioned veterinary report, possibly with the aforementioned attached findings, can be inspected. VP will not hold a veterinary inspection and/or test before, during or after the auction.
15. The bidders/purchasers are obliged, at the request of VP, to supply information concerning their financial solvency, in which case they must show VP documentation proving their solvency. By making a request for participation in the auction, bidders/purchasers authorize VP to obtain information concerning their solvency from third parties.

Costs and payment

16. All rates and prices in these auction conditions are excluding Dutch VAT. VAT will be charged on the purchase price and on the payable commission.
17. The commission amount to be paid by the vendor is determined on the basis of the price list agreed on in the "instructions to sell".
The vendor owes VP the minimum amount of € 750, - excluding VAT per foal from the moment that a registered foal is recorded on video and / or is listed in the Catalogue.

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18. If the highest bid comes from the seller of a foal, he will owe the sellers commission in accordance with the provisions of item 17 and following of these conditions. If this bid is higher than € 7.000,- the seller will also owe the buyer's premium over the full amount, in accordance with the provisions of item 20 and following of these terms and conditions. In the case of a so-called redemption, 50% of the paid registration fee is settled with the commission to be paid.
19. Immediately upon the minimum amount of the entry fee becoming payable by the vendor to VP in accordance with the provisions of item 17, the vendor shall ensure that the aforesaid amount is transferred, within 14 days, into the bank account in the name of Veulenvailing Prinsjesdag BV, stating the entry number. The vendor and his/her foal/foals are only admitted to the auction after having provided documentation indicating that the mentioned amount has been paid in full.
20. The bidder/purchaser shall pay the purchase price at the auction, increased with a 10% premium over the purchase price, excl. VAT (if applicable) and the cost of insurance (if applicable), in cash, in euros, at the VP secretariat, without reduction or retention.
21. If the purchaser fails to do the obligation under sub 20, VP has the right to immediately re-auction the foal, in which case the bid of the original purchaser will no longer be accepted. The original purchaser is obliged to pay the difference of his/her bid and a possibly lower purchase price, as well as the costs of re-auction, to VP. The bidder/buyer will not have any claims in the event of a higher purchase price upon re-auction.
22. Only with prior permission obtained in writing from VP, do bidders/purchasers have the right to pay by bank or by means of a non-recurring standing order (with sufficient financial means on the bank account concerned) in which case he/she shall make sure that the payment is received on the VP bank account within 8 days after the auction. VP also has, among other things, the right to refuse the above-mentioned permission in the event that, according to VP, the purchaser fails to demonstrate his/her solvency or fails to offer sufficient security by means of bank guarantees or suchlike. VP has the right to withdraw the permission already given by it at any time in case of any doubt about the solvency of the securities that have been supplied by the purchaser.
23. Only agents authorized by VP who, before the start of the auction, submitted to the VP's secretariat in writing that they are acting for one or more of the purchasers, may claim commissions from a sales amount of €22,000,- Excl. vat. This Commission is 5% excl. VAT on the entire purchase price. The agent will be equivalent to the purchaser after the signing of the purchase contract and the obligations set out in these general terms and conditions and are responsible for the correct (financial) handling. After the purchaser has fully fulfilled his (payment) obligations and the foal has been delivered to the purchaser, VP, not earlier than two weeks after delivery, owes the Commission
24. Payment to any other bank account than VP's does not release bidders/purchasers from their payment obligations towards VP. As long as VP has not received payment in full of the purchaser the vendor remains the owner of the foal.
25. In the event that VP has not received payment in full of the purchaser within 8 days after the sale, the purchaser will be legally in default. The purchaser is then, in addition to any other payment obligations, obliged to pay a compensation of an amount of 12% of the purchase price augmented by an interest of 1.5% per month over the total sum owed, to be calculated from the date of the auction until the date of full payment, without prejudice to VP's right to claim compliance and/or compensation of damage.
26. In the event that VP has not received full payment from the purchaser within 8 days after the auction, VP also has the authority, on behalf of the vendor and without his/her permission, to consider the sale dissolved. In such cases, the vendor and the purchaser remain obliged to comply with all their payment obligations to VP as laid down in these auction conditions, as far as this concern compensation due to VP.
27. If the purchaser or the vendor are in default concerning the compliance with any (payment) obligations towards VP, all judicial and extra judicial costs accrued by VP as a result of these circumstances shall be for account of the purchaser and/or the vendor, whatever the case may be, with a minimum sum of € 1.000.
28. When there is a foal with a known deficiency for which a veterinary that has been designated by VP has provided a written report saying that recovery (a cure) is possible, the purchaser is obliged to fulfill all conditions specified in item 20 up to and including 27. At the death or rejection of a foal by the above-mentioned veterinary (concerning the state of health of the foal, his/her decision being binding) before expiry of the time when delivery to the purchaser from the vendor should have taken place, the sales agreement will be dissolved and the purchase price, incl. possible VAT, will be restituted by VP. The entry fee and the premium will not be restituted by VP to the vendor nor to the purchaser and/or they will be indebted to VP. Concerning the time scale wherein the delivery of the above-mentioned foal should take place, refer to item 36.
29. Only if and when all (payment) obligations towards VP have been complied with, by both the vendor and the purchaser, VP shall, at the latest 10 days after the vendor has reported the delivery as meant in item 34, complete payment of the sale owing to the vendor. In the case where the purchaser reports to VP a deficiency or stable vice as in accordance with and as specified in items 38 up to and including item 41, and there is disagreement about such, VP is nevertheless not bound to pay the vendor or reimburse the purchaser. VP is only obliged to make meant payment to the vendor or meant reimbursement to the purchaser when and as soon as the aforementioned disagreement is settled, among other things, in accordance with the provisions of items 38 up to and including item 41, to the benefit of the purchaser and/or respectively the purchaser.

Absence of foals at the auction

30. A foal that has been selected must participate in the auction; if the vendor is in failure thereof, the vendor shall owe VP, in addition to his/her entry fee of € 750,- excl. VAT, a compensation of € 10,000, augmented by a 1.5% interest per month over the total owed sum, to be calculated from the date of auction until the date of full settlement.
31. If a foal, in the opinion of the vendor, is unable to participate in the auction because of health reasons, the vendor should notify VP thereof in writing, in good time, giving an as detailed as possible description of the impediment to VP, after which a veterinarian appointed by VP will assess the nature of the impediment. The conclusion of the veterinarian is binding. If the vendor fails to offer any and/or sufficient opportunity to the aforementioned veterinarian,

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whose judgment will be binding, to have the foal examined (in time), or, if the foal passed examination by the aforementioned veterinarian and nevertheless fails to take part in the auction, the vendor shall owe VP the compensation referred to in item 30 above.

Supply, removal and delivery of foals

32. Vendors must supply their foals and mare to the auction grounds in good condition for the auction at the time as specified by VP.
33. The vendor will deliver the foal to the purchaser by issuance of ownership to the address given by the purchaser within the Netherlands, taking into account item 33 up to and including 37. The costs of the delivery are for account of the vendor. Delivery will take place within the time limits as set by these conditions of auction.
34. After the purchaser has complied with his/her payment obligations (as in agreement with the provisions of item 20 and/or 22 concerning payment to the VP) VP will inform the vendor as soon as possible of the aforementioned payment by the purchaser. Delivery of the foal by the vendor to the purchaser must take place immediately and in any case not later than 7 days after VP has informed the vendor about receiving the payment, and the vendor will inform VP as soon as possible in writing of the consequent delivery by completing and signing the Proof of Delivery and returning this document to VP. Exceptions to this are the foals as meant in items 35 and 36. Delivery of these will take place in the manner specified in items 35 and 36, aforementioned notification of delivery by the vendor to be sent to VP will apply in full. Any delivery other than the aforesaid and otherwise specified in these auction conditions is at the full responsibility and risk of the vendor. Vendors must remove the foals, whether they have been sold or not, from the auction grounds at the latest 3 hours after the auction has finished. If the vendor fails to remove the foal in time, he/she will be legally in default. In that case VP is authorized to remove the foal and to have it stabled elsewhere, whereby the costs accrued, as considered reasonable by VP, must be paid by the vendor.
35. If a foal has not been delivered to the buyer within 3 months after the auction, because of facts/circumstances that are the risk of the buyer, the foal will be for account and risk of the buyer on the following day. Deviations from mentioned periods of delivery can only take place in special circumstances and after intervention from VP. A foal with a known deficiency as meant in item 28 will stay for account and risk of the vendor until the moment of delivery, with due observance of the provisions of item 38.
36. Delivery to the bidder/buyer of a foal under 4.5 months on the risk transfer date referred to in item 34 must take place within 1 month after the moment the foal has reached that age. Delivery of a foal with a known defect as referred to in item 27 shall be made to the purchaser, in case of its recovery referred to in items 28 and 38, to be confirmed by the veterinarian referred to in items 28 and 38, within 1 month after recovery but no later than 6 months after the auction.
37. The purchaser can only assume full ownership of the foal after he/she has fulfilled all payment requirements, amongst which also those due to VP, whereby he/she will then receive the appropriate documents of ownership.

Stable vices and deficiencies

38. Vendors are under obligation to deliver their foals free of deficiencies and stable vices; to allow their foals to be auctioned and to submit a guarantee to that effect. The absence of OC and OCD in the foal or the presence of the wffs-gen does not fall under this guarantee. In the case where the law and/or jurisprudence stipulate otherwise, such stipulation shall apply. If a foal with a deficiency known to both the vendor and as well as to the purchaser previous to the sale for which a veterinary appointed by VP has declared in writing that recuperation (cure) is possible, as meant in item 28, the vendor must undertake the responsibility of taking care of and ensuring the recuperation (cure) of the foal, without this causing extra costs for the purchaser. The foal will remain, until the time of delivery, the full responsibility of the vendor, at his/her cost and risk.
39. In the event that the purchaser detects that the foal purchased has a stable vice, being either crib-biting, weaving or wind-sucking, and not a known deficiency as meant in item 38, the purchaser shall notify VP in writing within 7 days after delivery to the new owner, with a description, in as much detail as possible, of the nature of the stable vice. In that case VP will move the foal to a location of its choice and have the foal examined by a veterinarian of its choice in connection with the alleged stable vice as described by the purchaser. The aforementioned veterinarian's conclusion about the cause and seriousness of the alleged stable vice shall be binding. If the veterinarian finds that the foal has the stable vice as described by the purchaser, the vendor is obliged to pay the costs accrued by VP, including costs of stabling, transport and veterinarian's fee. If the veterinarian finds that the foal does not have the stable vice, the purchaser must also pay mentioned costs to VP.
40. The provisions of item 39 equally apply when the purchaser detects deficiencies in the purchased foal other than those as meant in item 38 and other than the stable vices as described. The vendor must take the foal back immediately and at his/her own cost and refund the sale price if the sale is considered dissolved or annulled.
41. When the purchaser does not notify VP of the aforementioned stable vices or other deficiencies of the purchased foal in the proper way within 7 days after delivery and/or the above-mentioned veterinarian does not detect stable vices or other deficiencies, the right of the purchaser to have the purchase dissolved ceases to exist, as well as to claim absence of consensus ad idem, unless the law or jurisprudence stipulates otherwise.

Dissolution and annulment

42. In the event that the sale is legally dissolved or annulled by the vendor or purchaser, the vendor and the purchaser shall nevertheless comply with all their payment obligations, as mentioned in these auction conditions, towards VP, in as far as compensation to be paid to VP is concerned. A sale can be dissolved or annulled in due observance of the relevant current legal provisions, in as far as not deviated from in these auction conditions in a legally valid way.

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Liability

- 43. VP is not liable for the accuracy of the information in the catalogue, the information provided at the auction grounds and the information given at the auction.
- 44. VP is not liable for the accuracy of the information contained in the veterinarian's report (including any attached or supplemental findings), the veterinary information supplied at the auction grounds or any information provided during the auction.
- 45. VP is not liable for any damage incurred or caused by persons, goods or horses, before, during or after the auction.
- 46. VP will not take out insurance for horses or other matters on behalf of vendors and purchasers. As vendors and purchasers take part in the auction for their own account and risk, VP advises that they take out such insurance themselves.
- 47. In the event of the death of a foal on the day of the auction, while the vendor or purchaser concerned does not receive a remittance on grounds of an own insurance, VP shall reimburse the entry fee to the vendor concerned or the premium to the purchaser concerned.
- 48. VP is not liable for the failures of third parties, including purchaser's failure to pay.
- 49. VP is not liable for anything whatsoever, except in cases of willful intent or willful recklessness on the side of VP and/or those who work on behalf of or have worked on behalf of VP.
- 50. Anyone causing damage to goods and/or buildings from (or those used by) VP, and/or from those who work for or have worked for VP, shall be liable for such damage.

Miscellaneous

- 51. If for the transfer of auctioned foals to another member state of the European Union the purchaser requests to receive an invoice with a zero-rated VAT, the purchaser must comply with all the necessary conditions attached to a lawful intercommunity transaction.
- 52. If application of the VAT zero-rating tariff proves to be impossible, no matter what the circumstances (subsequently), the purchaser is still obliged to pay a sum to the amount that would be owed in the case of a delivery of the foal in the Netherlands. At the request of VP, the purchaser is obliged to immediately repay the above-mentioned sum to VP. In such cases, the reimbursement of such sum shall only take place when the purchaser has complied with the conditions of item 51 to the satisfaction of VP. In any case, the purchaser will hold VP harmless from any damage that may result from non-compliance with the conditions of item 51. In addition, the purchaser is liable for all judicial and extra judicial costs incurred by VP with a minimum sum of € 1.000.
- 53. All costs, commissions and compensations are based on tax law as applicable on 1 January 2020. In the event of any change of law at any time, VP is entitled to adapt all costs, commissions and compensations accordingly.

Transference of burden of proof

- 54. When one or more of the provisions of these auction conditions prove to be legally invalid or will become invalid in the future, this will not in any way affect the validity of any of the other provisions. In that case the legally invalid provision will be replaced by a new, legally valid provision which is as similar as possible to the old provision as far as contents, scope and objective thereof are concerned.

Disputes

- 55. In the event of a difference of opinion, during the allotment, about which person has made the last bid, or in the event of other difficulties, confusion or dispute in connection with bids and/or allotment, the auctioneer is authorized to give his binding view. In the case of the aforementioned difference of opinion regarding the last bid, the auctioneer is authorized to continue the sale by way of bidding.
- 56. In the event that the auctioneer calls in the notary public to make a decision, this decision shall be binding and irrevocable for all parties. During the auction the notary public is also authorized to make decisions about disputes of another nature than those regarding bids and allotment.
- 57. The legal relationship between VP, the purchaser and the vendor are exclusively ruled by Dutch law, with full exclusion of the Vienna Sales Treaty (CISG). Disputes, other than those subjected to the decision of the auctioneer or the notary public in virtue of items 55 and 56, shall exclusively be settled by the competent judge of Amsterdam.

These conditions are a translation from the Dutch language. In case of dispute only the original Dutch version is binding.