

<p style="text-align: center;"><b>Conditions of Sale of the Trakehner GmbH</b> <b>Hybrid-Auction Trakehner Stallion Market Neumünster 2020</b></p>
--

## **I. GENERAL TERMS**

The Trakehner Gesellschaft mbH (= organizer), Rendsburger Straße 178a, 24537 Neumünster is conducting a Hybrid Auction on October 15<sup>th</sup> and 16<sup>th</sup> 2021 to sell stallions, riding horses, mares and foals. This Hybrid Auction is an auction, at which bidding is possible either via a physical presence at the Holstenhallen Neumünster, or via phone and an online presence in real time. The horses will be sold on behalf of the exhibitor (seller). Formation of a bill of sale (§ 433 German Civil Code) will take place between the exhibitor as seller and the buyer, who is participating in the auction as a bidder. The online participant agrees to these General Terms and Conditions with his/her registration. At the latest from the moment a person participates in the bidding process (online, phone, in person), that person agrees to the General Terms and Conditions of this Hybrid Auction.

These General Terms and Conditions shall apply exclusively; any conflicting conditions or conditions deviating from these General Terms and Conditions will not be recognized, unless they have been confirmed explicitly their validity in writing by the Trakehner GmbH. The General Terms and Conditions shall also apply if the Trakehner GmbH fulfils delivery without reservation even though the Trakehner GmbH is aware of conflicting conditions or conditions of the purchaser, which deviate from the General Terms, and Conditions.

All agreements reached between the Trakehner GmbH and the buyer for the purpose of the execution of an agreed contract shall be set forth in these General Terms and Conditions.

The General Terms and Conditions also apply to entrepreneurs (§ 14 German Civil Code) and consumers (§ 13 German Civil Code), unless their validity has been restricted explicitly in individual articles.

The organizer reserves all ownership and copyright to any and all images, videos, sketches, descriptions and other documents used for this auction. Dissemination of these items by third parties, participants, bidders, and buyers to other third parties requires the organizer's explicit written consent.

## **II. PARTICIPATION AT THE HYBRID AUCTION**

**1.** For participation in the online auction, the interested party has to register at (<https://bid.trakehner.auction/register>). A participation contract will be established between the organizer and the participant, which is based on these General Terms and Conditions. There is no right to attend. The Trakehner GmbH retains the right to refuse a participant from actively bidding and to rescind the registration. This is only permissible if there is an important reason for which the continuation of a legal relationship with the blocked person is no longer acceptable and reasonable for the Trakehner GmbH. Each participant can only hold one account.

A registration can be deleted in a participant's profile without giving reasons. In that case all registered data will be deleted permanently, as long as they are not required for an already concluded bid or an ongoing process. In that case, the deletion will proceed once it is established that the data are no longer required.

**2.** During the registration process, the participant has to provide complete, accurate and correct data. Furthermore, the participant has to state whether he/she/it is a consumer according to § 13 German Civil Code, or an entrepreneur according to § 14 German Civil Code.

Incorrect information will result in termination of the participation contract without previous notice by the organizer.

**3.** Participants may be natural or legal persons. Natural persons may only register if they are of legal age and have unlimited capacity to conduct business.

Legal persons have to disclose the natural person(s), for example, CEOs or presidents that act on behalf of them, with full name, address and the manner of representation.

**4.** The password associated with the registration may be changed by the participants, may not be forwarded to third parties, must be kept confidential and the participant has to prevent fraudulent use.

The participant is liable for any damage that the organizer experiences due to misuse of the password, if and when this misuse is based on the participant's negligence. This liability also includes third party claims against the organizer.

**5.** The participant may cancel the participation contract at any time without giving reasons. In that case, the organizer deactivates the account and its corresponding password. Auctions for which the participant has placed a bid and that are still ongoing will be concluded within the scope of the policy terms.

**6.** The organizer and third parties authorized by the organizer may store the IP-address and other data of participants. These data may only be disseminated to the buyer and vicarious agents of the organizer.

**7.** The participant must request a current veterinary protocol for the horse he/she/it is bidding on from the auction vet.

### **III. PLACING A BID VIA PHONE**

The participant of the Hybrid Auction may choose to bid via phone. In order to do so, the prospective bidder – before the auction – has entered into a written bidding mandate with the Trakehner GmbH. The participant is required to leave a full name, address and catalog number of the horse to be bid on as well as a maximum amount the participant is willing to

spend. The written mandate requires a current copy of the bidder's identification card. The bidder is required to look into the health report issued by the auction vet for the horse he/she/it is bidding on.

#### **IV. PUBLIC AUCTION**

The auction is held as a public auction, as outlined in §§ 383 paragraph 3, 474 paragraph 2, sentence 2 BGB, and conducted by a licensed professional auctioneer at the Holstenhallen facility, located at Justus-von Liebig-Str. 2-4, in Neumünster. The legal framework for commodity sales is not binding. The auctioneer is the sole person with the authority to offer the horses for sale at the auction and to accept bids for the same.

**The auction is open to the public.**

#### **V. SEQUENCE OF THE HYBRID AUCTION**

1. All horses will be presented on the organizer's internet site (<https://bid.trakehner.auction/auctions>) and can be viewed beginning with October 1<sup>st</sup> 2021.

2. Bids can be placed via the Trakehner GmbH online platform at (<https://bid.trakehner.auction/auctions>). Only registered participants can place bids online. Bids will not be accepted if the participant failed to agree to these General Terms and Conditions and acknowledges acceptance of the power of revocation terms. Bids placed until the end of the auction (placed as "bid" online and in accordance with these General Terms and Conditions) will only participate in the auction, if they have been received by the organizer before the auction of that individual horse is concluded. The bidder bears the risk of the submission.

Within the online tool, the bid and the content of the bid as well as required customer data will be summarized on a single page. The participant can verify all information on this summary page and can make changes if necessary. When the participant clicks the button "bid", the offer is binding and the participant agrees to enter a formal sales contract (bill of sale) with the organizer. Higher bids by third parties eliminate the current bid. Each participant is bound to the offered bid until knock down is achieved, even if the organizer does not receive a higher bid for the individual horse, or the participant's bid is met by a higher third party bid, in which case that participant's bid is no longer the winning bid. Each participant will be informed about the current highest bid via tool on the web platform. The participant can then place higher bids via the same web platform during the live auction.

#### **VI. CONCLUSION OF CONTRACT**

The bill of sale is concluded upon acceptance of the bid between the publicly appointed and sworn auctioneer and the bidder (live – online – phone) as the buyer, and the owner of the horse.

## **VII. INFORMATION ABOUT CONCLUSION OF CONTRACT AFTER ACCEPTANCE OF AN ONLINE BID**

The participant who posts the highest bid online until the end of the auction of that individual horse, and thus receives acceptance of the bid, will be informed about the matter via email or other means available via the online platform. Receipt of this notification merely confirms the already formed and binding contract. Participants that have not placed the highest bid will not receive any notification. The maximum bid will be indicated anonymously on the platform immediately after the end of the bidding period. The notification to the purchaser includes, according to § 312 f of the German Civil Code, a confirmation of the contract, in which the content of the contract is repeated, and contains the information required by Article 246a of the Introductory Law to the German Civil Code, including the right of revocation.

## **VIII. TERMINATION OF THE ONLINE BIDDING PROCESS**

The Trakehner GmbH may terminate the online bidding process at any such time that an important reason, determined by equitable discretion, requires such action. Also, system-wide breakdown due to technical issues may also lead to immediate termination of all online bidding. The decision to terminate and the reasons for such action will be announced on the website. All bids placed up to that point are immediately canceled. Claims for damages, especially due to technical problems during the online bidding process, particularly system crashes, failure of bid transmission or bid rejection, are excluded and inadmissible.

## **IX. PRESENTATION**

- 1.** Each horse up for auction will be presented in a video on the Trakehner GmbH's website at (<https://bid.trakehner.auction/auctions>). It will be publicly posted and can be viewed by anyone.
- 2.** During the auction, the stallions, mares, and foals will be presented in-hand and at liberty, respectively. Riding horses for sale will always be presented under saddle. An in hand presentation of these horses is reserved in appropriate cases.
- 3.** The order of auction horses will be determined by the auction management. Generally, the order of catalog numbers will be used as a guideline. However, justified occasions may arise for the auction management to change this order. Changes in order have to be stated publicly in writing no less than 2 hours prior to the auction and can be found in the auction office. Authority to decide rests with the auction management.

## **X. BIDDING**

The prices will be called in Euro.

The online bidding will begin with an opening bid posted by the Trakehner GmbH on the website of the Trakehner Verband at(<https://bid.trakehner.auction/auctions>).

The opening offers will be:

<b>Approved stallions:</b>	€ 15,000.00
<b>Non-approved stallions and 2yr old fillies:</b>	€ 8,000.00
<b>Non-approved stallions (under saddle):</b>	€ 10,000.00
<b>Foals:</b>	€ 3,500.00
<b>3yr old and older mares:</b>	€ 9,000.00

An effective bid must correspond to the minimum bid and at least one bidding step above the previous participant's bid. Only bids of at least **300.00 EUR** will be accepted.

Only bids of € 1,000.00 and higher shall be accepted.

The auctioneer determines the bidding increments and minimum bids and may deviate from the foregoing opening bids at his/her discretion.

The final price in the auction is considered a net price.

#### **XI. PAYMENT SLIP**

The successful bidder, who is physically present at the auction, must sign a purchase/payment slip, which will identify the purchased horse, the catalog number, the winning bid amount, and the name of the buyer.

If the successful bidder does not sign the purchase slip, or he/she otherwise refuses to pay for the horse, the auctioneer may return the horse to the auction lot. Even if the horse is returned to auction, the first bidder remains liable for his/her refusal to pay, including, without limitation, for paying to the organizer the difference in price should the horse be purchased by another buyer upon re-presentation at the auction.

The same terms apply to bidders that have participated via phone mandate. In this case, the signature if provided by the buyer's legal representative.

#### **XII. VALIDITY OF THE BID**

Any claims challenging the validity of a successful bid must be raised immediately, and no later than before the last horse is entered in the auction ring at the respective day of the auction. Claims must be addressed with the auctioneer as well as the General Manager of the organizer. The auctioneer has the authority to decide whether to annul the bid and place the horse back in the auction for re-bidding.

#### **XIII. PRICE**

1. The seller has passed the right to collect the purchase price to the Trakehner Gesellschaft mbH irrevocably, which the Trakehner Gesellschaft mbH has accepted.

2. The final price for each horse sold shall consist of the final bid plus VAT depending on the seller's tax rate (0% private, 10.7% agricultural entity, 16% entrepreneur); plus an amount equal to 6% of the final bid, as commission; plus applicable V.A.T., plus an amount equal to 1.19% of the final bid plus commissions, plus V.A.T., for insurance premiums and insurance tax. The tax rate of each seller is made public and printed in the catalog, to be found for each horse behind the owner's name. The Trakehner Gesellschaft mbH does not guarantee the correctness of stated tax rates.

### Information regarding agency transactions

The tax rate can vary depending on the rate of sales tax:

- Commercial agricultural entity/farmer = 19 %
- Individual agricultural entity/farmer = 10.7 %
- Hobby/private = 0 %
- German contractor/tradesmen and foreign commercial exhibitors that had to register in Germany = 19%

The individual tax rate is listed in the catalog.

We have created a sample transaction for a knock-down price of 10,000.00 €, details below:

Example:

Status of seller Tax rate	Private 0 % USt.	agricult. entity 10.7 % USt.	Entrepreneur 19 % USt.
Knock-down price Plus V.A.T.	10,000.00 € 0 €	10,000.00 € 1,070.00 €	10,000.00 € 1,900.00 €
<b>Subtotal 1</b> 6 % Buyer's fee plus 19 % V.A.T. on the buyer's fee	<b>10,000.00 €</b> 600.00 € 114.00 €	<b>11,070.00 €</b> 600.00 € 114.00 €	<b>11,900.00 €</b> 900.00 € 114.00 €
<b>Subtotal 2</b>	<b>10,714.00 €</b>	<b>11,784.00 €</b>	<b>12,614.00 €</b>
Insurance (1 % on the net knock-down price) plus 19 % insurance tax	100.00 € 19.00 €	100.00 € 19.00 €	100.00 € 19.00 €
<b>Total sum</b>	<b>10,833.00 €</b>	<b>11,903.00 €</b>	<b>12,733.00 €</b>

Purchase price, to be paid by buyer: 10,833.00 € (private sale) 11,903.00 € (sale by agricultural entity) 12,733.00 € (sale by entrepreneur).

3. Payment is due upon acceptance of a winning bid by the auctioneer and must be paid in cash (in Euro) immediately after the auction in the auction office. The seller must agree upon payment by bank check or via bill explicitly. Payment **has to be deposited** in the organizer's account no later than 7 days after the auction. Any fees related to payment via check are the responsibility of the buyer. Payment via check is only completed when the check has been

cashied irrevocably. If the seller does not agree to payment via check or bill, he/she agrees to take back the horse on his/her own account and risk of the buyer for 7 days until the horse is fully paid for. Beginning with the 8th day after the auction, the buyer is required to pay for board and keep of the horse (15 € plus VAT).

All horses remain the property of the seller according to § 449 German Civil Code until the full purchase price has been paid and was received by the organizer.

#### **4. Information for clients from other countries:**

The V.A.T. collected for individual agricultural entities/farmers (10.7%) cannot be refunded, because this tax is not collected by the tax authorities. A tax exemption can be granted for the auction fee after all necessary paperwork has been submitted. If the seller is a contractor/tradesman or other commercial exhibitor (16%) or a commercial agricultural entity/farmer (16%) and has a tax ID, a tax exemption is possible. Export papers have to be filed promptly.

### **XIV. AGREEMENT ON THE LEGAL AND FACTUAL NATURE**

All representations regarding the physical characteristics of the horses at auction are contained in the pedigree chart as outlined in the catalog, as well as the organizer's official statements regarding the horse's gender, color, date of birth and performance results, if applicable. In addition, a photograph of the horse may be shown in the catalog, accompanied by a short comment. These images/comments do **not guarantee** a sales standard, for which the organizer or seller can be held liable. They are not part of the agreement on the legal and factual nature of the horse. These **are not** declarations of intent, **but rather** declarations of knowledge in terms of subjective opinion. This is also applicable regarding comments on the horse's potential future usage. Neither the organizer nor the owner/seller makes any guarantees about the abilities of the horse. The seller **explicitly does not acknowledge liability for the accuracy of such statements.**

The same holds true for statements regarding size. They are **not considered** a quality assurance.

Prior to arrival at the auction place, the owners of the adult horses at auction had the horses evaluated in a clinical and radiological examination. The radiological exams have been conducted according to standard procedures (both front toes at 90° centered on hoof joint; both front toes at 90° centered on fetlocks; Oxspring both fronts with gap of fetlock joint visible; both hind toes at 90°; both hocks (0°, 45° and 115°) and both stifle joints (90°-110° and 180° same size = PA).

A health report evaluating these x-rays has been prepared by the examining veterinarian for the owner. This report has been evaluated by the auction veterinarians for the Trakehner GmbH. The auction veterinarians produce a written report regarding the radiographs. This report, all radiographs and a protocol outlining the clinical exam are available at the auction veterinary office. Since due to Corona, not every interested buyer can physically be at the office, an online option for everybody has been made available. Beginning on Thursday, Oct

16<sup>th</sup> at 7 PM, the following link will be accessible after prior registration: (<https://bid.trakehner.auction/register>). For stallions that will be for sale only after a positive approval, the same link is available after the official approval verdicts have been announced on Oct 17<sup>th</sup> 2020. The objective data/findings of the clinical and radiological exam are the sole representations regarding the physical condition of each horse and are considered legal and factual nature.

Any other reports, prognoses or classifications not based on the official veterinary report are not considered representations on the part of the organizer/vendor and buyers assume all risks associated therewith.

The Trakehner GmbH/organizer and the owner/seller point out that potential buyers may arrange for further veterinary exams that exceed the above mentioned examinations prior to the auction. Any extra exams are entirely the responsibility of and will be billed to the prospective buyer. All such exams must be arranged with the organizer before the auction starts.

The organizer/owner makes no warranties or representations regarding the condition of any horse in the auction other than those shown in the exams described above. Any other conditions of the horse that are not explicitly made public in the auction office by the official veterinary report are considered unknown and ambiguous, the risk of which is borne solely by the purchaser.

With respect to approved stallions and at time of transfer of risk (section XX) it is agreed that (a) the stallion is not an EVA shedder; (b) the stallion has demonstrated sufficient libido and ability to produce semen via a normal and undisturbed copulatory reflex; and (c) the semen is shippable. This is the case when the semen is fertile when stored at 5°C for 24 hrs in conserved form.

Every horse for whose parents no WFFS-test result is available, will be tested for WFFS. Results for all horses (excluding geldings) are available at the veterinary office and can be seen by interested parties or their authorized veterinarians. The test result of each horse at the time of transfer of risk (section XX) is considered as quality assurance.

Any acute health problems or deviation from the description as given in the catalog and from objective veterinary findings will be announced by the Trakehner GmbH/organizer and will be made available in writing in the auction office. It is therefore advised that potential bidders get up to date information on any last-minute changes on horses from the auction office. All veterinary reports, radiographs, and the results of the clinical examination are available for viewing and evaluation by all potential buyers, their representatives and veterinarians. The auction provides veterinary care for all auction horses while they are stabled in Neumünster and are absolved from any duty of confidentiality to their owner/representative for the duration of the event. They can therefore be consulted during the regular trial and inspection times in the veterinary office.

## **XV. USED GOODS**



All horses offered in the auction are considered used goods with regards to their training to lead, load, travel and experience with the farrier. They are further marked by microchips and have been examined by a veterinarian. Any other use, e.g. by participation at foal shows or inspections, or mare inspections, mare performance tests or competitions are outlined in the auction catalog.

## **XVI. NON-WARRANTY CLAUSE/LIABILITY DISCLAIMER**

### **1. Liability exclusion**

Any liability related to the condition of the horses at auction is limited to an intentional or grossly negligent breach of the representations described in **section XIV**, above. All warranties for defects and warranty rights are excluded, released, and disclaimed.

This release does not apply to claims for damages arising from personal injuries to life, body and health due to negligence from the seller, its legal representatives or its employees or agents.

This release of liability also does not apply for damages, which result from any other intentional or grossly negligent violation of a legal duty by the seller, its legal representative or its employees or agents.

### **2. Time limit for notice of defects**

The buyer is required to file any potential claims in writing within four (4) weeks of the close of the auction, addressed to the seller. Any claims regarding the breeding or fertility clause (**section XIV**) of approved stallions must be filed in writing with the seller by June 30th of the following calendar year. Any such claims must arrive at the seller by the deadlines stated above.

For claims regarding the breeding or fertility clause of approved stallions, a veterinary certificate **must** accompany such claim, stating that the horse did not meet the fertility criteria outlined in **section XIV** at the time of transfer of risk.

Decisive for the deadline is the receipt of the defect notification by the seller.

### **3. Procedure for remedy of defects**

If a buyer is entitled to relief resulting from the breach of a statutory warranty rights and/or based upon a claim that a purchased horse deviates from the official representations of the seller described above, the seller may choose to remedy such defects.

For the purpose of remedy of defects, the buyer must inform the seller in writing that a defect exists and must make the horse available for pickup.

The seller is granted an adequate time frame from the day of delivery of the horse remedy any defects. In case of claims regarding stallion breeding performance and/or semen quality, this time frame shall be at least 3 months.

The seller must prove, though the report of a veterinarian made available to the buyer, that any defect has been satisfactorily remedied within the timeframes stated above.

Buyer's claims are excluded in case of unsuccessful remedy of defects and rescission of the contract. This does not apply to damages caused by the deliberate or grossly negligent violation of a legal duty resulting in harm to body, life or health by the seller, their legal representative, or their employees or agents.

#### **4. Claim of damages**

If a defect cannot be remedied, the seller shall rescind the sales contract and refund of the sales price as well as any actual costs of feeding and board, necessary farrier work and veterinary work incurred since the sale. The seller shall not be liable for any costs resulting from the usage of the horse and the potential loss of value based on such usage.

Actual costs of transport will only be refunded for a single trip within Germany. In that regard, the actual refund will be 0.50 € per kilometer driven. In case of a return trip across borders, the seller only covers costs until border crossing commences.

The buyer and seller agree that board, including feeding, for the duration of any claim shall be reimbursed at a cost of 300.00 Euro per month. If it is not possible for a buyer to guarantee board and feed at this price, the seller agrees to place the horse in such board for the duration of the claim. The buyer is required to accept this offer. Claims of abatement are excluded.

Also, claims by the buyer in case of unsuccessful rectification of defect are exempt. This release does not apply to claims for damages arising from personal injuries to life, body and health due to negligence from the seller, his/her legal representatives or his/her employees or agents.

### **XVII. LIABILITY OF THE ORGANIZER**

The organizer cannot be held liable on grounds of the bill of sale. The foregoing release does not apply to damage claims arising from personal injuries to life, body and health, if the organizer, the seller, the auctioneer, their legal representative, or their employees or agents are responsible. This release of liability further does not apply to damages caused by the deliberate or grossly negligent violation of a legal duty by the organizer, the owner/seller, the auctioneer, their legal representative, or their employees or agents.

### **XVIII. STATUTE OF LIMITATIONS**

Any potential claims for remedy of defects or damages are must be asserted within 3 months of transfer of risk. Any warranty claim of the buyer with regards to the breeding and fertility clause of approved stallions must be asserted by September 30th of the next calendar year following the auction.

Any limitation on the statute of limitations as set forth herein shall not apply claims are made based on an intentional or grossly negligent action of the seller, his/her legal representatives or his/her employees or agents.

#### **XIX. OBLIGATION TO EXAMINE AND COMPLAINT OBLIGATIONS**

If the buyer is an entrepreneur according to § 310 paragraph 1 of the German Civil Code, his claim of damages require that he/she/it complies with his/her obligation to examine and complaint obligations according to § 377 German Commercial Code.

#### **XX. TRANSFER OF RISK**

The successful bidder assumes all risk of loss related to the horse immediately following the auctioneer's acceptance of the winning bid.

#### **XXI. TRANSPORT/REMOVAL FROM THE PREMISES**

1. No horse may be removed from the auction premises until payment has been finally settled with the Trakehner GmbH. The horse may only be removed from the premises only after an exit voucher issued by the Trakehner GmbH has been presented. Should a purchasing party require the help and assistance from the consigner/owner, his/its personnel or any other person involved officially in the conduct of the auction, the purchaser releases the organizer and any person providing such assistance from any and all liability connected therewith, except for personal injury caused by such person's gross negligence.

2. The horses (stallions, mares, with the exception of foals) will be equipped with a halter, lead rope and blanket and have to be removed from the premises by the end of the auction, or no later than the following day at 10:00 AM.

#### **XXII. INSURANCE**

With the net knockdown price, all horses are insured by the R+V/VTV at 80% of their value against death due to disease or accident as well as loss of use for riding purposes due to disease or accident, or transport-related damages resulting from the first transport from the auction venue to the buyer's stable. Transport insurance covers all transports within the insurance period to the first buyer's location (land, sea, air). The legal basis for this contract is the AVP TLP 01/2008 of the VTV. The insurance sum is the bidding price, for stallions and riding horses a maximum of 75,000.00 €, for mares and foals a maximum of 25,000.00 €.

Insurance coverage ends 8 weeks after the auction. The buyer has the opportunity to extend this insurance on his own account so long as payment to the insurer is made within 8 weeks after the auction. Under these circumstances, no new veterinary protocol or waiting period is necessary. Information is available from the R+V/VTV agent Alexander Kuschel, phone: +49 (0)4324/882390, fax: +49 (0)4324/8823919.

#### **XXIII. INCLUSION OF CONDITIONS OF SALE**

The conditions of sale are available online (<https://www.trakehner-verband.de/veranstaltungen/hengstmarkt/internationaler-trakehner-hengstmarkt-2021/>) and are printed in every auction catalog. Furthermore, the conditions of sale are made public in the auction office, the location of which will be announced via signs on the premises.

#### **XXIV. DATA PROTECTION**

The Trakehner GmbH collects and stores the participant's data necessary for business processing. With regard to the processing of personal data of the customer, the Trakehner GmbH complies with the legal provisions. Further details can be found in the online privacy statement at (<https://www.trakehner-verband.de/verband/datenschutz/>). The customer shall, at any time and upon request, obtain information regarding the recording of any personal data.

#### **XXV. APPLICATION OF LAW/GERMAN LAW**

For this auction and all potential out of court and legal measures regarding the terms and conditions of the contract of sale or this auction, German Civil Code and Commercial Code applies. Further, the United Nations Convention on Contracts for the International Sale of Goods in the version from April 11<sup>th</sup> 1980 is excluded.

#### **XXVI. PLACE OF FULFILLMENT AND JURISDICTION**

For all services rendered within the framework of the contracts, and disputes between the buyer and the organizer, the place of performance is the seller's place of residence. The agreement about the place of fulfillment and jurisdiction is applicable as long as the buyer is a merchant, a corporate body under public law or otherwise an entity/customer incorporated under German public law or a specialized agency subject to German public law.

#### **XXVII. SUPERIORITY OF THE GERMAN VERSION**

Conditions of sale are available in German and English language. In case of discrepancy, only the German version is binding. When interpreting, the German version is the authoritative version.

#### **XXVIII. SEVERABILITY CLAUSE**

If any term listed above is void or unenforceable, no other terms shall be affected.