

<p style="text-align: center;">Conditions of sale of the Trakehner Gesellschaft mbH Foal <u>online auction on 11 - 17 September 2023</u></p>
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I. GENERAL

The Trakehner Gesellschaft mbH, Rendsburger Straße 178a, 24537 Neumünster, hereinafter referred to as the organizer, is organizing an online auction for the sale of foals from September 11th – 17th, 2023. An online auction is an auction with an online tool. Bids can only be submitted on the online platform at: <https://bid.trakehner.auction/auctions> .

The purchase contract for the foal is concluded directly between the exhibitor as the seller and the successful bidder as the buyer. It is a purchase contract within the meaning of §§ 433 et seq. BGB, which is not concluded via a public auction within the meaning of § 383 para. 3 BGB. By registering, the online participant accepts these conditions of.

The terms and conditions of the auction apply exclusively. Conflicting or deviating terms and conditions shall not be recognized unless their validity has been expressly agreed upon in writing by the Trakehner GmbH. This also applies if the organizer or the exhibitor carries out the delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the buyer.

All agreements made between the organizer and the buyer as well as the exhibitor and the buyer for the purpose of executing a concluded contract are based on these conditions of sale.

As a rule, the auction terms and conditions apply in the same way to entrepreneurs (§ 14 BGB) and to consumers (§ 13 BGB), unless their validity is expressly restricted with regard to individual clauses in their scope of application.

II. PARTICIPATION IN THE ONLINE FOAL AUCTION

1. The participant in the online bidding process must register on the bidding platform of the Trakehner Verband (<https://bid.trakehner.auction/register>). A participation contract is concluded between the organizer and the participant, which is based on these conditions of sale. There is no right to participate. For its part, the Trakehner GmbH expressly reserves the right to block a user from bidding and to revoke registration. This is only permissible if there is an important reason from which it follows that the continuation of a legal relationship with the blocked person is no longer reasonable for the Trakehner GmbH. Each participant can only have one account.

A registration can be deleted at any time without giving reasons in the participant's profile. In this case, all registered data will be permanently deleted, unless they are required for an ongoing bidding process or the processing of an acquisition that has already taken place. In this case, the deletion will only take place when it is finally ruled out that the data is still needed.

2. When registering, the participant must provide complete and correct personal information. It must be stated whether he is a consumer within the meaning of § 13 BGB or an entrepreneur within the meaning of § 14 BGB.

Incorrect information entitles the organizer to terminate the participation contract without notice.

3. Participants can be natural persons or legal entities. Natural persons can only register for use if they are of legal age and have unlimited legal capacity.

Legal entities must name the natural persons authorized to represent, e.g. managing directors or board members, with their full name, address and type of power of representation.

4. The password can be changed by the participant, must not be passed on to third parties, must be treated confidentially and protected against misuse. The participant is liable to the organizer for all damages resulting from misuse of his password if the organizer culpably caused the misuse himself. Liability also includes the indemnification of third-party claims against the organizer.

If the participant becomes aware of the misuse or loss of the access data, the participant must inform the organizer immediately by telephone so that access can be blocked.

5. The participant can terminate the participation contract at any time without giving reasons. The organizer will then immediately deactivate the access with the corresponding password. Unclosed auctions in which the participant has placed a bid will still be closed conditionally.

6. In addition to the IP address of the participant, the organizer and third parties commissioned by him may also store and process the participant's data, whereby the data may only be passed on to the seller and vicarious agents of the organizer.

7. The participant is obliged to view the veterinary status of the foal on which he is bidding on the online platform at: <https://bid.trakehner.auction/auctions>.

III. PROCEDURE OF THE ONLINE AUCTION

1. The foals will be posted on the organizer's auction platform and can be accessed there from September 11th, 2023 at the latest.

2. Bids can only be submitted via the mask for registered bidders installed on the platform of the Trakehner Verband (<https://bid.trakehner.auction/auctions>) and only online. Bids submitted in any other way will not be considered, even if they are received by the organizer during the bidding period. Bids for which the bidder has not declared that he agrees with the validity of these auction conditions for his specific bid and has taken note of the cancellation policy will not be accepted. Bids submitted up to the end of the auction, which are submitted for the registered user under "BID" in accordance with these auction conditions, will only participate in the auction if they have been received by the organizer by the end of the auction of the respective foal. The transmission is at the risk of the bidder.

Before a bid is submitted, the content of the bid, including the customer data, is summarized on an overview page. The bidder can correct his bid there using the provided change fields. By clicking on the "BID" button, the bidder submits a binding bid to the organizer to conclude a purchase contract.

After submitting the bid, the bidder will receive an automatically generated e-mail from the organizer confirming receipt of the bid (confirmation of receipt). This confirmation of receipt does not constitute acceptance of the contract, but only the confirmation of participation in the auction with the bid submitted. Each bid of each bidder is submitted on a resolute basis by the submission of a higher bid. The respective bidder is bound to the submitted bid until the end of the bidding period. Bids that are below the minimum bid will not participate in the auction, even if the organizer does not receive a higher bid until the end of the auction. The purchase contract for the auctioned horse is concluded without a separate knockdown by the effectively submitted highest bid of the registered bidder (user or customer) at the end of the bidding period.

IV. CONCLUSION OF THE PURCHASE CONTRACT

The bidder who has submitted the highest effective bid online at the end of the auction of the respective foal and has subsequently been awarded the contract will be informed of this by e-mail or other appropriate means. The receipt of the notification merely represents the confirmation of the purchase contract already concluded and concluded by knockdown. Bidders who have not submitted the highest bid will not receive a separate purchase notification. The highest bid will be announced anonymously on the platform immediately after the end of the bidding period. In accordance with § 312 f BGB, the notification to the purchaser contains a confirmation of the contract in which the content of the contract is reproduced and contains the information required by Article 246 a of the Introductory Act to the Civil Code.

V. TERMINATION OF THE ONLINE BIDDING PROCESS

The Trakehner GmbH may terminate the online bidding process at any time if it decides to do so at its reasonable discretion if there is good cause. In the event of system failures due to technical circumstances, the Trakehner GmbH is also entitled to terminate the online bidding process immediately. The decision to cancel will be communicated on the Internet platform, stating the reason. The bids already submitted expire with the notification without replacement. Claims for damages by bidders in the event of technical problems in the handling of the online bidding process, in particular in the event of system failures, non-receipt of bids or their rejection for technical reasons are excluded.

VI. PRESENTATION

1. For each foal up for auction, a video will be created and published on the bidding platform of the Trakehner GmbH under (<https://bid.trakehner.auction/auctions>) and can be viewed by anyone there.

VII.BIDS

Bidding is in euros.

The bidding process begins with an initial bid of 3,500 euros posted by the Trakehner GmbH on the online platform <https://bid.trakehner.auction/auctions>.

An effective bid must meet the minimum bid and be at least one bidding step above the bid of the previous bidder. The bidding steps are € 250.00 / € 500.00 / € 1,000.00 / € 2,000.00 and are specified by the system.

Only offers of at least € 250.00 will be accepted.

The bid (knock-down price) is considered the net price.

VIII.SETTLEMENT PRICE

The settlement price/purchase price has been irrevocably assigned by the seller to Trakehner Gesellschaft mbH for collection and the latter has accepted the assignment.

1. The settlement price is made up of the bid (knock-down price) plus statutory value added tax, which varies between 0% (private sale), 9% (farmer) and 19% (trade) depending on the seller's assessment, plus 6% buyer fees from the knock-down price plus the statutory value added tax attributable to the fees, as well as 1.19% insurance premium (including insurance tax). As part of the individual presentation of the foals on the online platform (<https://bid.trakehner.auction/auctions>), the respective VAT rate is shown behind the name of the exhibitor for each auction aspirant. The VAT is indicated by the seller. The Trakehner Gesellschaft mbH does not assume any liability for this tax information provided by the seller.

Billing notes on the brokerage business

Depending on the seller's VAT rate, the tax rate varies:

- commercial or opting farmer = 19 %
- flat-rate farmer = 9 %
- Hobby breeding/private = 0 %
- German tradesmen as well as commercial, foreign exhibitors who must have registered in Germany = 19%

The tax rate due in each case is listed in the catalogue.

We would be happy to explain the composition of the settlement amount to you using the example of a knock-down price of € 10,000.00:

Hammer price:	10.000,00 €
Buyer's fee:	6 %

Calculation example:

Seller Status Sales tax	Hobby/Private 0%	Flat rate Farmer 9 % USt.	Industry 19% USt.
Knock-down price plus VAT.	10.000,00 € 0 €	10.000,00 € 900,00 €	10.000,00 € 1.900,00 €
Subtotal 1	10.000,00 €	10.900,00 €	11.900,00 €
Buyer's fee	600,00 €	600,00 €	600,00 €
plus 19% VAT on the buyer's fee	114,00 €	114,00 €	114,00 €
Subtotal 2	10.714,00 €	11.614,00 €	12.614,00 €
Insurance (1% of the net knock-down price)	100,00 €	100,00 €	100,00 €
plus 19 % insurance tax	19,00 €	19,00 €	19,00 €
Settlement price	10.833,00 €	11.733,00 €	12.733,00 €

Settlement price/purchase price to be paid by the buyer: € 10,833.00 (for private sales), € 11,733.00 (sale by farmers), € 12,733.00 (sale by entrepreneur).

2. Payment of the settlement price/purchase price shall be made on account. The purchase price **must** be credited to the organizer's account within 7 days of the auction. The costs and interest incurred by any cheque cashing shall be borne by the buyer. In the case of payment by cheque, the claim shall not be deemed to have been paid until the cheque has been irrevocably cashed.

Until the settlement amount has been paid in full to the organizer, the seller retains ownership of the foal in accordance with § 449 BGB. The foal also remains in the custody of the seller until 6 months after birth.

3. Information for customers from abroad:

The VAT invoiced by flat-rate farmers (9%) in Germany cannot be reimbursed, as it does not have to be paid by the seller to the tax authorities. For the auction fee, the VAT exemption can be granted after submission of the necessary documents. If the seller is a tradesman (19%) or opting farmer (19%) and has a VAT identification number, a VAT exemption is possible. Export information must be provided as soon as possible after the purchase of your auction horse.

IX. QUALITY AGREEMENT

The characteristics of the auction foals are agreed between the seller and the buyer as the pedigrees stated on the online platform (<https://bid.trakehner.auction/auctions>) as well as information on gender, colour, year of birth and personal contributions listed in the auction catalogue.

If, in addition, pictorial representations of the foals and a short commentary are printed on the online platform (<https://bid.trakehner.auction/auctions>), these are not components of the quality agreement. These are not declarations of will, but declarations of knowledge in the sense of subjective expressions of opinion. There is expressly no agreement on certain abilities of the animals. Sellers and interested parties agree that the further development and further abilities of the horses are not foreseeable. Any verbal statements by the seller about the assignment of the animal permanently as a sport horse or an assignment with regard to its predominant talent for dressage/jumping/eventing, etc., do not represent any characteristics, but are based on subjective impressions of the seller.

The sellers have had their foals clinically examined by a veterinarian commissioned by them before the auction.

The sellers have had a report drawn up by the examining veterinarian on the clinical findings collected. The report on the clinical findings (clinical examination protocol) can be consulted by any interested party and by the veterinarian appointed by him. The examination protocols of the foals can be viewed on the online and bidding platform (<https://bid.trakehner.auction/auctions>). The findings resulting from the clinical examination protocol do not constitute an agreement on quality. The buyer confirms that the result of the veterinarian, whose findings and evaluations are an independent service of the veterinarian, are not characteristics or contractual commitments of the seller. The veterinarian is not a vicarious agent of the seller but acts as an independent consultant.

Insofar as the veterinary report also contains evaluations, classifications and/or forecasts, these do not become the subject of the quality agreement but represent subjective expressions of opinion by the issuer of the certificate.

Every foal whose parents do not have a known test result for a carrier of **the WFFS hereditary disease** is examined for this carrier characteristic of the **WFFS hereditary disease**. The test results for these foals can be viewed by any interested party and the veterinarian appointed by him. The quality at the time of the transfer of risk (**Sec. XV**), the test result is agreed on a carrier status of the **WFFS hereditary disease**. The WFFS status or the determined carrier status of the foals can be viewed on the online and bidding platform (<https://bid.trakehner.auction/auctions>).

The organizer points out that examinations that go beyond the above-mentioned scope of the examination recorded in the veterinary examination protocol are possible, which each prospective buyer can have carried out at his own expense, in consultation with the organizer, before the start of the auction. For all unexamined conditions of the foal, according to the available veterinary protocols to be viewed by any interested party, an imponderable, uncertain and thus risky physical condition is deemed to have been agreed.

X.STATE OF USE

All foals in the online auction are used at least to the extent that they have been trained to handle head collars, load and transport, have experience with farriers, have been marked by transponders and have been examined by a veterinarian. All further uses, e.g. through breeding use, such as participation in foal shows or foal appointments, may be described on the bidding and online platform <https://bid.trakehner.auction/auctions> .

XI.RIGHTS OF DEFECTS/EXCLUSION OF LIABILITY

1. Insofar as the above (**Sec. IX**) no qualities have been agreed, the sale of the foals shall be made to the exclusion of any defect rights and any liability for material defects. This does not apply in the event that the sale is a purchase of consumer goods (sale from entrepreneur to consumer). In this case, the limitation period is reduced to one year. The separate information about this has been sent to the consumer and confirmed separately by the consumer.

This does not apply to liability for damages resulting from injury to life, limb or health based on a negligent breach of duty by the seller or an intentional or negligent breach of duty by a legal representative or vicarious agent of the seller. Likewise, the exclusion of liability does not apply to other damages that are based on a breach of duty by the seller or his legal representative or his vicarious agents that is at least grossly negligent.

If the purchase contract between an entrepreneur as the seller and a consumer as the buyer is concluded exclusively by means of distance communication, it is a distance selling transaction. Whether a single one of these means of communication or a combination of several is used is not decisive. Contracts between two consumers do not constitute a distance selling transaction, there is no right of withdrawal. Likewise, in the case of an inspection/inspection of the horse before the conclusion of the purchase contract, there is no distance selling transaction.

In the case of distance selling, the consumer is entitled to a right of withdrawal. The consumer has the right to revoke this contract within fourteen days after inspection of the goods without giving reasons.

The revocation period is fourteen days from the day of inspection of the goods. If the consumer expressly waives an examination before the entrepreneur, the period of limitation begins to run from the day of the waiver.

In order to exercise his right of withdrawal, the buyer must inform the respective seller or Trakehner GmbH, Rendsburger Straße 178 a, 24537 Neumünster, of his decision to withdraw from the contract by means of a clear declaration (e.g. a letter sent by post or fax). Trakehner GmbH acts as the seller's messenger.

In order to comply with the limitation period, it is sufficient for the consumer to send the notification of the exercise of the right of withdrawal before the expiry of the limitation period.

If the consumer withdraws from the purchase contract, the seller must reimburse the latter for all payments received from the buyer without undue delay and at the latest within fourteen days

from the day on which he received the notification of withdrawal from the contract. For this repayment, the latter will use the same means of payment that was used for the original transaction, unless expressly agreed otherwise between the parties; under no circumstances will the consumer be charged any fees for this repayment.

Sample revocation form

If the consumer wishes to revoke the contract, he can fill in this form and send it to Trakehner GmbH. The use of this form is not mandatory.

At:

Trakehner GmbH
Rendsburger Straße 178 a
24537 Neumünster

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*) / the provision of the following service (*):

(Name of the goods / service)

(Price)

Ordered on:

(Date)

Received on:

(Date)

Name and address of the consumer(s):

(Place and date)

(Signature on paper in case of notification)

(*) Delete as appropriate

2. Notice of defects period

In order to safeguard his warranty claims apart from the purchase of consumer goods, the buyer is obliged to notify the seller in text form of defects within a preclusive period of 14 days after the transfer of risk.

Decisive for the observance of the deadline is the receipt of the notice of defect by the seller.

3. Subsequent performance

In the event of the assertion of warranty claims by the buyer after notification of defects, the seller is entitled to subsequent performance.

For the purpose of subsequent performance, the buyer must request the seller in writing (same as a request for subsequent performance) and make the foal available to the seller for collection. The seller is granted a reasonable period of subsequent performance from the day the foal is made available by the buyer.

In order to prove successful subsequent performance, the seller must prove that the defect complained of is not existent means of a specialist veterinary opinion to the Buyer by the expiry of the supplementary performance period at the latest.

In all other respects, claims for damages by the buyer in the event of successful subsequent performance are excluded. This does not apply if the seller, his legal representative or his vicarious agent are liable for damages resulting from injury to life, limb or health due to a breach of duty that is at least negligent, or if the seller or his legal representative or his vicarious agent are liable for other damages due to a breach of duty that is at least grossly negligent.

If the supplementary performance fails or is impossible, the seller owes the rescission of the contract in the event of withdrawal by repayment of the settlement price and reimbursement of necessary feed/shelter costs, necessary forging costs and the fees for necessary veterinary care. Claims of the seller for compensation due to deterioration of the foal remain expressly unaffected by this provision.

The seller will only reimburse the actual costs of a return transport within Germany for a single trip. In this respect, costs up to the amount of € 0.50 per kilometer driven are to be reimbursed. In the case of return transport abroad, the seller pays the costs until the border is crossed.

Feeding and shelter costs are necessary in the amount of € 180.00 plus VAT per month. If it is not possible for a buyer to pay the feeding and subordination to this amount, the seller is prepared to feed and place the foal at this amount for the duration of a defect dispute. The buyer is obliged to accept this offer. Claims for reduction are excluded.

In all other respects, claims for damages by the buyer in the event of unsuccessful subsequent performance in the event of reversal of the contractual relationship are excluded. This does not apply if the seller or his legal representative or his vicarious agent are liable for damages resulting from injury to life, limb or health due to a breach of duty that is at least negligent, or if their legal representatives or their vicarious agents are liable for other damages due to a breach of duty that is at least grossly negligent.

XII.LIABILITY OF TRAKEHNER GMBH

A liability of the Trakehner GmbH from the purchase contract is excluded. Trakehner GmbH only provides the marketplace for the horses, the purchase contract and its processing are the responsibility of the parties themselves. The exclusion of liability does not apply to personal injury due to injury to life, limb or health, which is based on at least a negligent breach of duty by the organizer or an intentional or negligent breach of duty by its legal representative or vicarious agent. This also does not apply to other damages that are based on a grossly negligent breach of duty by the organizer or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the organizer.

The placement of the sales advertisements on the online platform is carried out by Trakehner GmbH. The seller's information (provider, address, telephone number and VAT rate) as well as the horse information are published by Trakehner GmbH on the site in any order. Trakehner GmbH assumes no liability for the correctness of the information provided by the seller or the buyer. The health data of the foals for sale can be viewed on the online platform of the "Trakehner Online Foal Auction" (<https://bid.trakehner.auction/register>) from 11.09.2023 after registration and activation of the account.

XIII.PRESCRIPTION

The liability period of the seller in the case of a purchase of consumer goods for any defects, including any claims for damages, is one year after handover of the horse, in deviation from the statutory provision of § 438 para. 1 no. 3 BGB. The seller is not liable for a defect that becomes apparent after the expiry of the one-year period.

The shortening of the limitation period shall not apply if the seller or his legal representative or his vicarious agent are liable for damages resulting from injury to life, limb or health due to a breach of duty that is at least negligent, or if the seller or his legal representative or his vicarious agent is liable for other damages due to a breach of duty that is at least grossly negligent.

XIV.OBLIGATIONS TO INSPECT AND GIVE NOTICE OF DEFECTS

If the buyer is an entrepreneur within the meaning of Section 310 (1) of the German Civil Code (BGB), his claims for defects presuppose that he has dutifully fulfilled his obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).

XV.INSPECTION OF THE GOODS/TRANSFER OF RISK

If it is possible for the parties, an inspection of the horse should take place before the conclusion of the purchase contract.

If no inspection of the animal has taken place before the conclusion of the contract, the buyer is obliged to inspect the foal (the goods) personally or through an authorized representative within

14 days of the conclusion of the purchase contract at the latest. The Seller is obliged to offer the Buyer at least three alternative dates for this within these 14 days. If the buyer allows the obligation to inspect to expire within 14 days in breach of contract, the goods shall be deemed to have been inspected and accepted, and any revocation period shall also begin to run then.

The foal remains in the custody of the seller until 6 months after birth. In principle, the buyer is obliged to finally accept the foal six months after birth at the seller's place of residence. Up to this point, the seller bears the risk and costs of the maintenance, including the veterinarian and blacksmith. At the end of this period, costs and risk/danger are transferred to the buyer.

An earlier acceptance is possible if the buyer agrees to this. In this case, costs, risk/danger are transferred to the buyer when the foal is handed over.

If the buyer is in default of acceptance, he is obliged to bear the pension, veterinarian, forging costs, etc. incurred from this point in time. In this case, the buyer concludes a lease agreement with the seller for the boarding place on the latter's terms. The rent is to be paid directly to the seller.

The risk of accidental deterioration or loss of the purchased foal is transferred to the buyer six months after its birth.

At the time of the transfer of risk (no later than 6 months after birth), a clinical examination is also carried out on behalf of and at the expense of the seller/exhibitor. A clinical certificate must be issued on the eligibility for acceptance. If there are doubts as to the correctness of the result of the clinical examination, one of the four clinics named below shall be commissioned to determine the health status for the purpose of acceptability on behalf of and at the expense of the buyer. The Contracting Parties expressly recognise the outcome of this investigation as binding. The clinics appointed as senior reviewers are as follows:

Pferdeklunik Bargteheide, Alte Landstraße 104, 22941 Bargteheide

University of Leipzig Faculty of Veterinary Medicine Surgical Veterinary Clinic, An den Tierkliniken 21, 04103 Leipzig

Veterinary Clinic for Horses, Kiebitzpohl 35, 48291 Telgte

Veterinary Clinic for Horses, Vaterstettener Weg 6, 85599 Parsdorf

XVI.INSURANCE

All foals are insured at the knock-down price (max. 25,000 €), with the VTV against death by emergency killing as a result of illness or accident as well as permanent loss of useability for riding due to illness or accident, theft or robbery and death or emergency killing as a result of fire, lightning strike or transport damage from transport from the auction stable to the first buyer stable with a compensation payment of 80%. The insurance cover extends to a period of 8 weeks after the supplement, but at least until the foal reaches the age of six months. The buyer has the

option of applying to VTV for the continuation of the insurance at his own expense within the aforementioned period. A new veterinary examination and waiting times are then no longer necessary. Information can be obtained from the VTV general agency Alexander Kuschel, telephone number: 04324/882390, available during the auction at 0171/7784147.

XVII.INCLUSION OF AUCTION CONDITIONS

The auction conditions are published on the website of the Trakehner Verband (www.trakehner-verband.de/veranstaltungen/) and on the Trakehner___online platform (<https://bid.trakehner.auction/auctions>).

XVIII.PRIVACY

The Trakehner GmbH collects and stores the buyer's data necessary for the business transaction. When processing the buyer's personal data, the Trakehner GmbH complies with the statutory provisions. Further details can be found in the data protection declaration www.trakehner-verband.de/veranstaltungen/ available on the website of the Trakehner Verband . Upon request, the buyer will receive information about the data stored about him at any time.

XIX.APPLICATION OF LAW/GERMAN LAW

All rights and obligations arising from and in connection with the contractual relationship shall be governed by non-uniform German law, namely the law of the German Civil Code (BGB/HGB). The validity of the UN Convention on Contracts for the International Sale of Goods (CISG Convention of the United Nations on Contracts for the International Sale of Goods of 11.04.1980) is excluded.

XX.PLACE OF PERFORMANCE/JURISDICTION

The place of performance and jurisdiction for all disputes between the Buyer and the Seller, including those arising from transferred law, is the registered office of the Seller. This agreement on the place of jurisdiction shall apply if the buyer is a merchant, a legal entity under public law or a special fund under public law.

XXI.SEVERABILITY CLAUSE

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the legal validity of the remaining provisions and shall remain in force. The provision in question shall be replaced by a valid provision which comes as close as possible to the intended economic objective.

XXII.PRIMACY OF THE GERMAN VERSION

The auction conditions are available in German and English. In the event of deviations or contradictions, the German version shall apply alone. In the case of interpretations, the German version shall also be used for the interpretation of the English version and shall be authoritative.