

Conditions of sale for the Trakehner GmbH
Hybrid Foal Auction on July 20th 2024 in Münster/Handorf

I. GENERAL

The Trakehner GmbH, Rendsburger Straße 178a, 24537 Neumünster, hereinafter referred to as the organiser, is organising a *Hybrid Auction* for the sale of foals. A hybrid auction is an auction in which bids can be placed on site at the Münster-Handorf Horse Centre by phone and with an online tool in real time. The foals are offered on behalf of the exhibitors (sellers). The purchase contract (§ 433 BGB (German Civil Code)) is concluded between the exhibitor as the seller and the bidder participating in the auction as the buyer. By registering, the online participant accepts these conditions of sale. At the latest by participating in the bidding process, each bidder (online, telephone bidder and on-site bidder) acknowledges these conditions of sale.

These conditions of sale apply exclusively. Conflicting or deviating terms and conditions will not be recognized unless their validity has been expressly agreed to in writing by the Trakehner GmbH. This also applies if the organiser or the exhibitor carries out the delivery without reservation in knowledge of conflicting or deviating conditions of the buyer.

All agreements made between the organiser 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 conditions of sale apply in the same way to entrepreneurs (§ 14 BGB) and to consumers (§ 13 BGB), unless their validity is expressly limited with regard to individual clauses in their scope of application.

The provisions of the law on the sale of consumer goods do not apply.

As a result, sellers who are active in business may also effectively agree on an exclusion of liability and a reduction of the limitation period towards buying consumers, and the reversal of the burden of proof under Section 477 of the German Civil Code does not apply. This is referred to below in No. XIV and XVII of these conditions of sale. The pre-contractual obligation to provide information in regards to the condition of the object of purchase under section 476 (1) of the German Civil Code (BGB) also does not apply:

The organiser reserves the right of ownership and copyright to all illustrations, videos, drawings, descriptions and other documents used by the organiser for the auction. Before they are passed on to third parties, the participant, the buyer and any third party require the express written consent of the organiser.

II. PARTICIPATION IN THE HYBRID FOAL AUCTION

1. The participant in the online bidding process must register on the auction platform of the Trakehner GmbH (<https://bid.trakehner.auction/register>). A participation contract is concluded between the organiser and the participant, which is based on these auction conditions. There is no

right to participate. The Trakehner GmbH, for its part, expressly reserves the right to block a user from placing a bid and to revoke the 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 a single 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 data will only be deleted when it has been definitively 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 Section 13 of the German Civil Code or an entrepreneur within the meaning of Section 14 of the German Civil Code.

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

3. Participants can be natural or legal persons. 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 authorised to represent, e.g. managing directors or board members, with their full name, address and type of authorisation to represent.

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 organiser for all damages resulting from misuse of his password if the organiser has culpably caused the misuse himself. The liability also includes the indemnification of claims by third parties against the organiser.

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

5. The participant can terminate the participation contract at any time without giving reasons. The organiser will then immediately deactivate access with the corresponding password. Uncompleted 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 organiser and third parties commissioned by the organiser 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 organiser.

7. The participant is obliged to inquire about the current veterinary status of the foal on which he bids from the auction veterinarian.

III. BIDDING BY PHONE

The participant in the hybrid foal auction has the opportunity to participate in the bidding process by telephone. To this end, the bidder must place a written bidding order with the Trakehner GmbH in advance of the auction, stating his full address (name and address) and the catalogue number

on which he wishes to place a bid, including the maximum limit of the knockdown. The written bidding order must be accompanied by a current copy of the identity card. The telephone bidder is obliged to inquire about the current veterinary status of the foal on which he is bidding from the auction veterinarian.

IV. PUBLIC AUCTION

The auction will be conducted by a publicly appointed and sworn auctioneer commissioned by the organiser and will take place by way of a public auction within the meaning of §§ 383 para. 3, 474 para. 2 BGB on the grounds of the Westphalian Horse Stud Book, Sudmühlen Straße 33, 48157 Münster. The legal provisions on the sale of consumer goods do not apply. The auctioneer bids out the foals and awards the bids.

The auction event is open to everyone.

V. PROCEDURE OF THE HYBRID AUCTION

1. The foals will be published on the organiser's website and can be accessed there from the 8th of July 2024 at the latest.

2. Bids can be submitted online via the mask for registered bidders installed on the platform of the Trakehner GmbH (<https://bid.trakehner.auction/auctions>). Bids for which the bidder has not declared that he agrees to the applicability of these auction conditions for his specific bid and has taken note of the cancellation policy will not be accepted. Bids submitted by the end of the auction, which are submitted for the registered user under "BIDDING" in accordance with these auction conditions, will only take part in the auction if they have been received by the organiser by the end of the auction of the respective foal. The transmission is at the risk of the bidder.

Before submitting a bid, the amount of the bid must be corrected or confirmed in a pop-up window. 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 organiser to conclude a purchase contract. Each bid of each bidder is made by the submission of a higher bid. The respective bidder is bound by the bid submitted until the successful bid, even if the organiser does not receive a higher bid by the end of the auction of the respective foal. Bids below the minimum bid will not participate in the auction, even if the organiser does not receive a higher bid by the end of the auction. The bidder will be informed of the current highest bid via a "tool" in the mask during the live auction on the 20th of July 2024, which starts at 7:30 p.m., he then has the opportunity to participate in the live auction online by submitting further bids.

VI. CONCLUSION OF THE PURCHASE CONTRACT

The purchase contract is concluded by the award of the publicly appointed and sworn auctioneer between the bidder (live online telephone) as the buyer and the owner.

The bidder who has submitted the highest effective bid online at the end of the auction of the

respective foal and has subsequently won the bid will be informed by e-mail or in another suitable way, through the internet platform, that his bid has been accepted. The receipt of the notification merely represents the confirmation of the purchase contract that has already been concluded and concluded by the knockdown. Bidders who have not submitted the highest bid will not receive any notification. The highest bid will only be announced anonymously on the platform immediately after the bidding time has expired. In accordance with Section 312 f of the German Civil Code, 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 246a of the Introductory Act to the Civil Code.

VII.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 equitable discretion in case of an important reason. In the event of system failures due to technical conditions, the Trakehner GmbH is also entitled to cancel the online bidding process immediately. The decision on the termination 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 with 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.

VIII.PRESENTATION

- 1.** A video will be created for each foal coming up for auction and published on the Trakehner GmbH website under <https://bid.trakehner.auction/auctions> and can be viewed there by everyone.
- 2.** During the auction, the foals will be presented in free running. The order of the auction foals is reserved for the auction management.

IX.BIDS

The bidding will be made in euros.

The online bidding process begins with an initial bid placed on the platform by the Trakehner GmbH (<https://bid.trakehner.auction/auctions>) on the internet.

The initial bid is generally quantified as follows:

Foal € 3.500,-

An effective bid must correspond to the minimum bid and be at least one bid step above the bid of the previous bidder. The bidding increments are €250.00 / €500.00 / €1,000.00 / €2,000.00 and are specified by the system for online bids.

Only bids of at least € 250.00 will be accepted.

In all other respects, the auctioneer determines the incremental rhythm and deviating minimum bids.

The knock down price is considered the net price.

X.BUING SLIP

After the knockdown, the buyer who attended the auction on site is obliged to sign a purchase slip stating the object of purchase, the catalogue number, the knock down price and the name of the buyer.

If the buyer does not sign the purchase slip or indicates after signing that he will not accept and pay for the foal, the organiser is entitled via the public auctioneer to have the foal offered again at his discretion. The first buyer is liable for the consequences of his refusal to perform the purchase contract.

The same applies to the buyer who has placed a bidding order with Trakehner GmbH by telephone. In this case, the purchase slip is signed by the buyer on his behalf.

XI.VALIDITY OF THE SUPPLEMENT

If there are doubts about the validity of the knockdown, these must be asserted immediately, but at the latest before the start of the auction of the last foal of the respective auction day, against the publicly appointed and sworn auctioneer commissioned by the organiser and the organiser himself via his managing director. The auctioneer then decides whether to cancel the disputed knockdown and bid out the foal in question again.

XII.BILLING PRICE

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

1. The settlement price is made up of the bid awarded (= rising or knockdown price) plus statutory VAT, which varies between 0% (private sale), 9% (farmer) and 19% (business) depending on the seller's assessment, as well as 6% buyer's fees from the knock down price plus the statutory VAT attributable to the fees, as well as 1.19% insurance premium (incl. insurance tax). In the auction catalogue, the respective VAT rate is shown for each auction aspirant after the name of the exhibitor. The VAT is indicated by the seller. The Trakehner GmbH assumes no liability for the tax information of the seller.

Billing information for the brokerage business

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

- Entrepreneur or opting farmer = 19 %
- flat-rate farmer = 9 %
- Hobby breeding/private = 0 %
- German tradespeople 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	Hobby/Private	Flat rate farmer	Industry/ opt. farmer
Sales tax	0% VAT	9 % VAT	19% VAT
Knock down price	€10,000.00	€10,000.00	€10,000.00
plus VAT	0 €	900,00 €	€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 €
Billing total	€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 flat-rate farmers) € 12,733.00 (sale by entrepreneurs).

2. The settlement price/purchase price is due with a surcharge. The purchase price will be invoiced on account. The purchase price **must** be received in the organizer's account within 7 days of the auction.

Until the settlement amount has been paid in full to the organiser, the seller reserves ownership of the foal in accordance with § 449 BGB. The foal also remains in the seller's custody until 6 months after birth. Earlier acceptance and handover is possible by mutual agreement, provided that the acceptance parameters in accordance with paragraph XX of these GTC are complied with.

3. **Information for customers from abroad:**

The VAT invoiced by flat-rate farmers (9%) in Germany cannot be refunded, as it does not have to be paid by the seller to the tax authority. For the auction fee, VAT exemption can be granted upon

submission of the necessary documents. If the seller is an entrepreneur (19%) or opting farmer (19%) and has a VAT identification number, a VAT exemption is possible. Export information must be provided shortly after the purchase of your auction horse.

XIII.QUALITY AGREEMENT

The characteristics of the auction foals are agreed upon between the seller and buyer as the pedigrees stated in the auction catalogue as well as information on sex, colour, year of birth and the individual performance recorded in the auction catalogue.

If, in addition, pictorial representations of the foals and a short commentary are printed in the auction catalogue, these are not components of the quality agreement. These are not declarations of intent, but of knowledge in the sense of subjective expressions of opinion. There is expressly no agreement on specific abilities of the animals.

The sellers had their foals clinically examined by a veterinarian commissioned by them before delivery.

The sellers had a report prepared by the examining veterinarian about the clinical findings collected. The report on the clinical findings (clinical examination protocol) can be consulted by any interested party and by the veterinarian commissioned by him. The buyer confirms that the veterinarian's result, his findings and evaluations are an independent service of the veterinarian. They are not characteristics or contractual promise of the seller. The veterinarian is not a vicarious agent of the seller, but acts independently in an advisory capacity.

To the extent that the veterinary report contains further evaluations, classifications and/or prognoses, these do not become the subject of the quality agreement, but represent subjective expressions of opinion by the certificate issuer.

Every foal for whose parents no test result for a carrier of the **WFFS hereditary disease** is tested for this carrier trait of the **WFFS hereditary disease**. The test results for these foals can be viewed by any interested party and the veterinarian commissioned by him. As a condition at the time of the transfer of risk (**No. XX**), the test result is agreed for a carrier status of the **WFFS hereditary disease**.

The organiser points out that examinations beyond the above-mentioned scope of the examination recorded in the veterinary examination protocol are possible, which any prospective buyer can have carried out at his own expense, in consultation with the organiser, before the start of the auction. For all conditions of the foal that have not been examined, according to the veterinary protocols available and can be viewed by any interested party, an imponderable, uncertain and therefore risky physical condition is deemed to have been agreed.

XIV.STATE OF USE

All auction foals are used at least to the extent that they have been trained for haltering, loading and transporting, have farrier experience, have been identified 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 inspection appointments, are described in the auction catalogue if applicable.

XV.DEFECT RIGHTS/DISCLAIMER

1. To the extent that the above **(no. XIII)**, the sale of the foals will be carried out to the exclusion of any rights of defect and any liability for material defects.

This does not apply to liability for damages resulting from injury to life, limb or health that are 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. The exclusion of liability also 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 due to at least gross negligence.

1. Deadline for notification of defects

In order to protect its warranty claims, the buyer is obliged to notify the seller of defects in text form within a preclusive period of 4 weeks after the transfer of risk.

The decisive factor for compliance with the deadline is the receipt of the notice of defect by the seller.

2. Supplementary performance

In the event that the buyer asserts warranty claims after the defect has been notified in due form, the seller is entitled and obliged to provide supplementary performance.

For the purpose of supplementary performance, the buyer must request the seller in writing (equal to a request for supplementary performance) and make the foal available to the seller for collection.

The seller is granted a reasonable period of supplementary performance from the day the foal is made available by the buyer.

In order to prove successful supplementary performance, the seller must prove that the defect complained of is solved by the expiry of the supplementary performance period at the latest by means of a specialist veterinary opinion to the buyer.

In all other respects, claims for damages by the buyer in the event of successful supplementary performance are excluded. This shall not apply to the extent that the seller, its legal representative or its 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 its legal representative or vicarious agent are liable for other damages due to a breach of duty that was at least grossly negligent.

XVI.FURTHER LIABILITY FOR MATERIAL DEFECTS

If the subsequent 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 farrier 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 regulation.

The seller will only reimburse the actual costs of a return transport within Germany for a one-way trip. In this respect, costs of up to €0.50 per kilometre driven are to be reimbursed. In the case of return transport abroad, the seller pays the costs until the border has been crossed.

Feeding and shelter costs are necessary in the amount of € 180.00 plus the statutory VAT per month. If it is not possible for a buyer to pay for the feeding and shelter at this amount, the seller is prepared to feed and shelter 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 addition, claims for damages by the buyer in the event of unsuccessful subsequent performance in the event of rescission of the contractual relationship are excluded. This shall not apply if the seller or its legal representative or 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 was at least grossly negligent.

XVII.LIABILITY OF THE ORGANIZER

Liability of the organizer from the brokered purchase contract is excluded. The exclusion of liability does not apply to personal injury due to injury to life, limb or health that is based on a breach of duty by the organiser that was at least negligent 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 on the part of the organiser or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the organiser.

XVIII.Statute of limitations

The liability period for any defects, including any claims for damages, is three months from the transfer of risk.

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

XIX.EXAMINATION AND COMPLAINT OBLIGATIONS

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 complied with his obligations to inspect and complain pursuant to section 377 of the German Commercial Code.

XX.ACCEPTANCE AND TRANSFER OF RISK

1. The buyer is generally obliged to take the foal at the exhibitor's residence six months after birth. Until this time, the exhibitor bears the risk and costs for the maintenance, including the veterinarian and blacksmith. At the end of this period, the costs and risk/risk are transferred to the buyer.

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 with the acceptance, he is obliged to bear the pension, veterinarian, blacksmith costs, etc. arising from this point on. For the pension costs, the seller is entitled to bill the buyer 180, -- euros per month. The livery is to be paid directly to the seller.

The removal of the foal after acceptance is the responsibility of the buyer.

2. The risk of accidental deterioration or destruction of the purchased foal passes to the buyer six months after its birth or, in the case of an earlier acceptance, at the time of acceptance.

3. At the time of the transfer of risk (no later than 6 months after birth), a clinical examination will also be carried out on behalf of and at the expense of the seller/exhibitor. A clinical certificate must be issued confirming the eligibility for acceptance. The inspection and acceptance take place on the seller's farm. 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 on behalf of and at the expense of the buyer to determine the health status for the purpose of acceptability. The Contracting Parties expressly acknowledge the result of this investigation as binding. The clinics named as senior experts are as follows:

Pferdeklinik Bargteheide, Alte Landstraße 104, 22941 Bargteheide

Universität Leipzig Veterinärmedizinische Fakultät Chirurgische Tierklinik, An den Tierkliniken 21, 04103 Leipzig

Tierärztliche Klinik für Pferde, Kiebitzpohl 35, 48291 Telgte

Tierärztliche Klinik für Pferde, Vaterstettener Weg 6, 85599 Parsdorf

XXI.INSURANCE

All foals are insured at the hammer price (max. €25,000) against death by emergency killing as a result of illness or accident as well as permanent loss of usability for riding due to illness or accident, theft or robbery and death or emergency killing as a result of fire, lightning or transport damage from transport from the auction stable to the first buyer's stable with a compensation payment of 80%. The insurance cover extends to a period of 8 weeks after knock down, 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 eliminated. Information can be obtained from the VTV

general agency Alexander Kuschel, telephone number: +49 (0) 4324/882390, and can be reached during the auction on +49 (0) 171/7784147.

XXII.INCLUSION OF AUCTION CONDITIONS

The conditions of sale are published on the website of the Trakehner Verband (<https://www.trakehner-verband.de/veranstaltungen/bundesturnier/trakehner-bundesturnier-2024/>) and in every auction catalogue. Incidentally, the conditions are publicly displayed in the auction office. A notice of this is posted on the event site.

XXIII.PRIVACY

The Trakehner GmbH collects and stores the buyer's data necessary for the transaction of the transaction. When processing the buyer's personal data, the Trakehner GmbH observes the statutory provisions. Further details can be found in the privacy policy available on the website of the Trakehner Verband (<https://www.trakehner-verband.de/verband/datenschutz>). Upon request, the buyer will receive information about the data stored about him at any time.

XXIV.APPLICATION OF LAW/GERMAN LAW

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

XXV.PLACE OF PERFORMANCE/JURISDICTION

The place of performance and jurisdiction for all disputes between the buyer and the seller, including those arising from transferred rights, is the registered office of the seller. This jurisdiction agreement applies if the buyer is an entrepreneur, a legal entity under public law or a special fund under public law.

XXVI.SEVERABILITY

Should individual provisions of the conditions of sale be or become invalid, the remaining terms and conditions shall remain in force.

XXVII.PRIORITY OF THE GERMAN VERSION

The auction conditions of sale are available in German and English. In the event of discrepancies 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 prevail.

Trakehner GmbH

A handwritten signature in blue ink, reading "Neel-Heinrich Schoof". The signature is written in a cursive style with a large initial 'N' and a long, sweeping tail.

Neel-Heinrich Schoof
Manager