



SWB Elite Foal Auction

Conditions of sale specifically for

The embryo by Thunder Van De Zuuthoeve out of Cristal - Vivaldi K

§1 General

The conditions of sale pertain to Buyers and Sellers participating in the Elite foal auction (here on after the Auction) organized by ASVH Service AB (here on after SWB) at Flyinge, Friday October 5, 2018.

The conditions of sale are adjusted to fit the sale of the embryo by Thunder Van De Zuuthoeve out of Cristal - Vivaldi K (here on after the Embryo).

The seller is Beatrice Svensson, Mostorp 11, 57164 Sandsjöfors (here on after the Seller). The Seller is subject to VAT, tax registration number: 197603142428.

The buyer is the physical person or business representative that signs the purchase agreement for the Embryo after the hammer has fallen at the Auction (here on after the Buyer).

SWB acts as the broker for the purchase between the Seller and the Buyer. In all other aspects there is a party relationship between the Seller and the Buyer.

SWB is the auctioneer and as such owns the right to plan, market and operate the Auction in the way it deems suitable.

Information about the Embryo can be found in the auction catalogue, on www.swb.org, www.swbelitfol.se and on SWB's Facebook-page.

§2 Special conditions

The embryo is carried by its biological dam Cristal.

The seller commits to submitting a veterinary health certificate stating that Cristal is pregnant and at what day of gestation she is at. The veterinary health certificate shall be issued on September 28 at the earliest and on October 4th at the latest. The chip number of Cristall is to be recorded. SWB is not be held accountable for the Embryo's health status, viability and the veterinarian's statement.

The Buyer shall pick up the Foal at the Seller's no later than 14 days after weaning when the foal is 6 months old unless other arrangements have been made between the Buyer and the Seller. The Seller guarantees the foal will be in great care with good horsemanship up until the day of weaning. The Foal's insurance is paid by the Buyer. The Foal will accompany Cristall for 6 months which includes summer pasture and trailering to – and from the breeding station. Who of the Buyer and Seller will be the breeder of the horse is a private treaty between the two parties.

The following applies if ***the Buyer is to be the breeder of the Foal***:

- a. The purchase includes having Cristal stay with the Seller who will take care of Cristal and the foaling at no cost to the Buyer. From the birth of the Foal until it is picked up by the Buyer, the Seller will invoice the Buyer a monthly fee of 2 000 SEK, a statutory VAT of 25% will be added if appropriate.
- b. The fee includes stabling, feed, care, farrier, vaccination, passport and registration. Any extraordinary costs such as veterinary bills are the Buyers responsibility.

The following applies if ***the Seller is to be the breeder of the Foal***:



- a. The purchase includes having Cristal stay with the Seller who will take care of Cristall, the foaling and the care of the Foal up until it's 6 months old at no cost to the Buyer.
- b. The foal will be named by the Buyer and the Seller's breeder suffix "BT" is added to the name, for example Cristalline BT (SWB).

§3 Buyer's obligation to be informed

Questions about the Embryo, the conditions surrounding Cristal's pregnancy and the future foal's raising shall be directed to the Seller.

§4 Seller's obligation to inform

The Seller commits to submitting truthful and complete information regarding the Embryo, the conditions surrounding Cristal's pregnancy and the future foal's raising, to SWB, interested parties and the Buyer.

§5 Bidding and price

The Auction is governed by the customary practices for auctions in Sweden. Bids are given in Swedish kroner (SEK). A stated bid is binding for the bidder. A winning bid shall be documented within 30 minutes with a purchase agreement between buyer and seller. If this does not occur, the Embryo may be available for another bid.

The Seller of the Embryo is a VAT registered business and a VAT of 25% will be added to the purchase price if appropriate. A sales commission of 7% is charged to the buyer. A statutory VAT of 25% is added to the commission fee if appropriate.

A bid shall be made using a loud voice or through a clear sign. The bidder is bound to the bid until a higher bid is made by another bidder. Bidder with the highest bid at the strike of the hammer has concluded a binding contract for purchase.

In case of simultaneous bids, the auctioneer decides which bid is valid. The auctioneer also decides if bidding shall resume due to uncertainty of the last bid.

In case of a dispute regarding the last hammered bid, the auctioneer may decide that the Embryo can be available for renewed bidding. The same rule applies should there arise any technical problems or if the SWB staff have made a mistake of sorts.

§6 Insurance

The Embryo is insured by the Seller for 10 000 SEK in Agria Djurförsäkring (from here on called Agria). Information about the insurance is delivered from the Seller. Agria will offer the Buyer to sign up for an insurance of their own.

Agria is offering the Buyer an insurance equivalent to the product Agria Future up to the Embryo purchase price. For more information about the cost and insurance conditions, contact Agria that will have representatives present during the day of the auction.

Cristal is insured by the Seller in Agria. Information regarding the medical is delivered by the Seller.

§7 Commission

The Seller is invoiced a commission of 10 % of the hammer price. A statutory VAT of 25 % is added to the commission

§8 Payment

Payment of the purchase price, shall be agreed between the Seller and the Buyer. In the case of payment not being received within the stated time frame the Seller has the right to demand that the sale continue and as such demand an interest of overdue payment with 8% annually.

§9 Transfer of risk



The risk of the Embryo is transferred to the Buyer when a binding agreement is in place, that is when the purchase agreement has been signed by both parties.

§10 Ownership

The ownership is transferred to the buyer once the purchase price is paid in full. Payment is due within 10 days after the signing of the purchase agreement.

§11 Other conditions

The Seller is accountable for the accuracy of the information provided about the Embryo and the Foal as well as solely accountable for anything that may be wrong with the Embryo or the Foal.

The buyer accepts that any demands related to the purchase shall be directed to the Seller and not to SWB or the non-profit organization Swedish Warmblood Association.

SWB is not to be held accountable for any possible misinformation in the auction catalogue or in other marketing channels stemming from misinformation from the Seller.

SWB is not to be held accountable for any direct or indirect financial damage should the auction not take place as planned.

Any dispute related to the purchase of a foal/embryo at this auction shall be settled according to Swedish law in Swedish court.

§12 Personal data

The personal data submitted to the Auction will primarily be used to realize the Auction. The data may also be used for marketing purposes such as advertisements, postal mail, e-mail or by other means. Personal data may also be transferred between SWB and SWB's partners. By submitting an entry to the Auction or through a purchase at the Auction the above statement regarding the usage of personal data is approved according to GDPR, The General Data Protection Regulation.