



## **SWB Elite Foal Auction**

### **Conditions of sale specifically for**

### **The embryo by Vitalis out of Dorina F.2 04111447 by Belissimo M out of Davina 04021853 by Don Schufro - Come Back II**

#### **§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 Vitalis out of Dorina F.2 04111447 by Belissimo M out of Davina 04021853 by Don Schufro - Come Back II (here on after the Embryo).

The seller is Per-Arne Persson, Klemestorp pl 3185, 28292 Västra Torup (here on after the Seller). The Seller is subject to VAT, tax registration number: 540504357001.

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](http://www.swb.org), [www.swbelitfol.se](http://www.swbelitfol.se) and on SWB's Facebook-page

#### **§2 Special conditions**

The Buyer is the breeder of the future foal unless other agreements have been made between the Buyer and the Seller.

The Seller commits to submitting a veterinary health certificate to SWB stating that the Recipient mare Kameli reg nr DE 409 090218007/HTR1328, TR-brand 80 on the left hind (here on after the Recipient mare), is pregnant with the Embryo and at what day of gestation she is currently at. The veterinary health certificate shall be issued on September 28 at the earliest and on October 4th at the latest. The identity of the Recipient mare shall be established. A copy of the certificate shall be available for interested parties and the Buyer.

SWB is not be held accountable for the Embryo's health status, viability and the veterinarian's statement.

The Embryo was placed in the Recipient mare on 2018-06-03 at the Højelse Hesteklinik in Denmark. The Seller holds an agreement concerning the Recipient mare (from here on the Agreement) that the Buyer commits to taking over when purchasing the Embryo.

The Seller is responsible for making sure the Agreement is transferred to the Buyer. The Seller commits to submitting a copy of the Agreement to SWB as well as making it available to interested parties and the Buyer.

The Seller commits to submitting a copy of the insurance agreements for the Embryo and the Recipient mare to SWB as well as making it available to interested parties and the Buyer.



The Buyer commits to accepting the care of the Recipient mare within 30 days of the purchase. The Seller will invoice the Buyer the deposit of 2 815 SEK + VAT.

### **§3 Buyer's obligation to be informed**

Questions regarding the Embryo and the Agreement are directed to the Seller.

### **§4 Seller's obligation to inform**

The Seller commits to submitting truthful and complete information regarding the Embryo, the Agreement and the existing insurance agreements 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 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 50 000 Danish kroner in the insurance company First Horse through Højelse Hesteklinik. Information about the insurance is delivered by the Seller as well as the possibility for the Buyer to get an insurance of their own with First Horse.

The Recipient mare is insured for medical through Agria Djurförsäkring (from here on called Agria). Agria will offer the Buyer to get an insurance of their own with them. Information about the current insurance is delivered by the Seller.

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

### **§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 Remaining conditions**

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