



## Conditions of Sale

### SWB Silent Auction 2019

#### § 1 General

The conditions of sale pertain to buyers and sellers participating in the SWB Silent Auction (here after named the Auction), taking place during the opening night of SWB Warm Hearts with a Silent Auction (here after named the Event), organized by the non-profit organization Swedish Warmblood Association (here after named SWB) at Falsterbo, Friday July 12, 2019.

A seller is defined as the owner and breeder of the foal Grace (SWB) or the foal Uniola af Hagalund (SWB).

A buyer is defined as the person, party or business owner that signs the purchase agreement for a foal upon the closing of the Auction.

SWB acts as the agent for the purchase between the Seller and the Buyer. In all other aspects there are only related party relationships between the Seller and Buyer.

SWB is the organizer of the Auction and owns the right to plan, market and implement the auction in a way that SWB deems fit.

Information about each foal including photos and video can be found in the invitation to the Event and at the SWB desk located in the Agria booth at Falsterbo Horse Show. Photos and videos will be presented during the event and the breeders/owners will be present at the event to answer any questions regarding each foal.

The foals have undergone a veterinary inspection before the Auction and are sold as is. The veterinary report will be available for viewing during the Event and at the SWB desk located in the Agria booth at Falsterbo Horse Show and can also be reviewed by e-mailing [josefine.tinglof@swb.org](mailto:josefine.tinglof@swb.org) or [helen.uddefors@swb.org](mailto:helen.uddefors@swb.org). SWB cannot be held accountable for the health of the foals nor for the veterinary report.

#### § 2 Buyer's obligation to inspect the foal

Any questions regarding the foal shall be directed to the Seller. Contact information for the Seller is provided in the invitation to the Event and is also supplied at the SWB desk located in the Agria booth at Falsterbo Horse Show and can also be requested by e-mailing to [josefine.tinglof@swb.org](mailto:josefine.tinglof@swb.org) or [helen.uddefors@swb.org](mailto:helen.uddefors@swb.org).

The foal Grace (SWB) will be presented live on July 12 at 2:30 PM at the SWB Foal Show at the dressage court.

The foal Uniola af Hagalund (SWB) will not be present in Falsterbo.

A presentation of the foals in days before the day of the auction is possible and is to be appointed with the Sellers directly.

#### § 3 Seller's obligation to disclose information

The Seller is responsible for providing accurate and sufficient information about the foal to SWB as well as to potential buyers.

#### **§ 4 Bidding and price**

Bids in the Silent Auction are given in writing. Upon arrival to the Event everyone will receive a unique number to be used in the bidding process. The foals are represented by a table each where a host at each table will guide you through the process. Lists are placed on the tables for writing down any bids throughout the evening. A bid is given in writing within a stated time during the Event. Bids are given in Swedish kroner (SEK). A stated, written bid on the list is binding for the bidder. A winning bid shall be documented within 30 minutes with a purchase agreement between Buyer and Seller.

Bidding by proxy is accepted by establishing the right to do so at the bidding.

Starting price and lowest bid when the bidding starts is 150 000 SEK (one hundred and fifty thousand Swedish kronor).

Bid increments are at 1 000 SEK even.

The owner of the winning bid, the Buyer will be charged an extra 5% commission of the winning bid, which will be donated to the Crown Princess Victoria Foundation in its entirety.

The Sellers are VAT registered and a VAT of 25 % will be added to the winning bid.

Example:

Bid: 200 000 SEK

VAT: 25%: 50 000 SEK

Commission 5%: 10 000 SEK (donated in its entirety to the Crown Princess Victoria Foundation)

Total purchase price: 260 000 SEK

In case of a dispute regarding the winning bid before a purchase agreement has been signed, the Seller has the right to decide whether the sale shall continue or not.

#### **§5 Insurance**

Agria Djurförsäkring will offer the Buyer who signs up for an A1 Life insurance for 100 % of the purchase price including commission and VAT as well as an A1 medical insurance in conjunction with the Auction, a 12-month insurance where 2 months are at no cost. The insurance has no qualifying period and can be signed at the Agria booth Sunday July 14 at the latest.

#### **§6 Payment**

Payment of the purchase price shall be agreed between the Seller and the Buyer. In case of payment not being received within 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.

SWB will charge the Buyer the commission according to §5. The commission is donated in its entirety to the Crown Princess Victoria Foundation.

### **§7 Transfer of risk and collection**

The buyer shall collect the foal no later than 14 days after weaning provided the foal is at least 6 months of age unless other agreement is reached between the Buyer and Seller.

The Seller guarantees the general handling and welfare of the foal up until the day of weaning.

The normal daily costs incurred until that time are the Seller's responsibility, however, extraordinary costs such as veterinary treatments are the Buyer's responsibility.

The risk for the foal is transferred to the Buyer once a binding purchase has closed, i.e. when the purchase agreement has been signed by both parties.

### **§ 8 Ownership**

Ownership of a foal is transferred to the Buyer once the purchase price and all other fees are paid in full which needs to take place within 10 days of the contract signing. The foal's passport shall be provided to the new owner upon collection of the foal. Transfer of ownership submitted to the SWB office before year-end is free of charge.

### **§ 9 Personal data**

Personal data that have been submitted to the Auction Office will primarily be used when needed for implementing the Auction. SWB may also use the data in marketing, such as in sending out e-mails, postal mail, advertising etc. The data may also be transferred over to SWB's business partners. By submitting an entry to the Auction or by purchasing a horse at the Auction the party willingly agrees to the handling of data as described above according to GDPR, The General Data Protection Regulation.

### **§ 10 Remaining conditions**

The Seller is responsible for the accuracy of the information provided about the foal and is solely accountable for anything that may be wrong with the foal.

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

SWB is not to be held accountable for any wrongful information about the foal due to misinformation from the Seller.

SWB is not to be held accountable for any direct or indirect economical damage that may be incurred should the Auction not take place as planned due to unforeseen circumstances.

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