



## **TERMS AND CONDITIONS SWB Elite Foal Auction 2023**

### **§1 General**

The Terms and Conditions pertain to Buyers and Sellers participating in the SWB Elite Foal Auction 2023 (hereafter named the Auction), organized by Equine SwedeHorse AB (hereafter named SwedeHorse). SwedeHorse is owned by the Swedish Warmblood Association (SWB) by the wayside of ASVH Service AB.

The Auction is divided into two parts: Part 1 for dressage foals and broodmares will take place on Friday, September 29, and Part 2 for jumping foals and broodmares will take place on Friday, October 6.

The Auction is a so-called hybrid auction, which means that the bidding may take place in person on-site, by telephone, or by placing a bid online.

The Auction is presented digitally via ClipMyHorse TV (hereafter called CMH), and the online bidding will take place via the CMH auction platform.

A Seller is defined as the owner of the foal/horse in the Auction according to the SWB registration papers or other written agreement (hereafter named Seller).

A Buyer is defined as the person, party, or business owner that takes the top bid of a foal/horse in the Auction (hereafter named Buyer).

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

### **§2 Information about foals in the Auction**

Every foal and offspring to the broodmares offered through the Auction are registered/eligible for registration with the Swedish Warmblood Association.

Information about each foal/horse can be found online on CMH and in the auction catalog.

All foals are inspected by a veterinarian 14 days prior to the presentation on CMH at the earliest and sold as is on the day of the Auction. The veterinary inspection record for all foals will be available for review on CMH and in the SwedeHorse auction office.

A veterinarian will inspect all foals on the day of the Auction. The veterinary inspection record for all foals will be published in the auction stable and the auction office.

The broodmares in foal are confirmed by ultrasound 14 days prior to the Auction at the earliest.

SwedeHorse cannot be held accountable for the health of the foals/horses or the veterinary report.

### **§3 Buyer's option to inspect the foal before purchase**

The Buyer can inspect the foal live once the foals are up on CMH. All foals will be available to view with the Seller. Any potential Buyer wishing to inspect a foal before the Auction shall contact SwedeHorse, who will set up a time with the Seller to examine the foal. On the day of the Auction, most foals will be available for viewing on-site at Flyinge Kungsgård, giving the prospective Buyer the opportunity to inspect a prospective foal and pose any questions they may have to the Seller.

#### **§4 Seller's obligation to disclose information**

The Seller is obligated to provide accurate and sufficient information about the foal.

#### **§5 Bidding**

Once the winning bid has been placed, it is binding for the Buyer and Seller to follow through with the transaction. Bids are placed in Euros. The bidding starts at 4 000 Euros; the highest bid gets the foal. The Auctioneer decides the amount of which the bidding should be increased.

The Auctioneer decides in case of any disputes during the Auction. Should technical problems arise, such as digital delays in the bidding, the physical bid on-site overrides the digital bid placed online. The Auctioneer owns the right to decide that the bidding will start over in such a case.

#### **§6 Price**

Calculation of price

Highest bid + possible VAT 25%

+ 8% commission + VAT 25%

+ 1,5% insurance + VAT 25% (see §7)

= Total price

When the Seller is a VAT-registered business, a VAT of 25% will be added to the winning bid. Buyers that are VAT registered in an EU country other than Sweden and where the foal is to be exported may buy a foal without the VAT being added to the price. SwedeHorse is not accountable for any tax-related consequences due to the actions of either the Seller or the Buyer.

The Buyer will be invoiced a Buyer's premium of 8% of the winning bid and an insurance premium of 1,5 %.

#### **§7 Insurance**

The obligatory insurance premium of 1.5% covers the foal/horse insurance with Agria Animal Insurance. The insurance covers when the Auction closes until December 31, 2023. The foal/horse is insured in Agria Limited Life to 100% of the purchase price, including commission and VAT (maximum 30 000 Euros). It is also insured in Veterinary Care Breeding to a maximum of 8 000 Euros. For broodmares in foal sold at the auction, a foal- and fetus insurance is also included.

The Buyer can sign further insurance with Agria at a discounted price during the Auction.

Complete terms and conditions for the insurance can be found on the SWB website and the CMH Auction site.

#### **§8 Payment**

SwedeHorse will invoice the purchases according to what is stated in §6 unless the Seller is a private party not liable for VAT. In such a case, the Seller will invoice the Buyer directly to avoid adding VAT to the purchase price. The Buyer shall pay the total price according to §6 to a bank account stated by SwedeHorse. Payment will be invoiced with a 10-day grace period from the close of the Auction. If payment is not received within a said time frame, the Seller has the right to demand that the sale continue and, as such, demand interest on overdue payment of the reference rate with an added 8% annually from the payment due date. SwedeHorse will pay the Seller the total purchase price of the

foal within five bank days after receiving the payment. SwedeHorse has the right to first deduct the commission and insurance fees, including VAT.

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

The risk for the foal/horse is transferred to the Buyer once a binding purchase has closed, i.e., when the winning bid has been placed. When the Buyer has paid for the foal/horse, the Buyer becomes the owner.

The Seller is responsible for the general handling and welfare of the foal/horse up until the day the foal/horse is collected by its new owner. The standard daily costs incurred until then are the Seller's responsibility; however, extraordinary costs such as veterinary treatments or similar are the owner's responsibility. The owner shall collect the foal by 14 days after weaning, providing the foal is at least six months of age unless other agreement is reached between the parties. The Seller is responsible for notifying the owner when the foal is fully weaned.

Unless other arrangements have been made between the parties, the foal shall be inspected by a veterinarian no earlier than five days before it is to be collected. The Seller arranges the veterinary inspection and pays for by the owner. The inspection certificate is made available to the owner. The inspecting veterinarian is nominated jointly by the parties. The inspection aims to declare the health status of the foal before the owner collects it.

### **§10 Ownership**

Ownership of a foal or horse is transferred to the Buyer once the purchase price and all other fees are paid in full. The passport shall be provided to the new owner upon collection of the foal/horse at the latest. SWB registers the transfer of ownership for all foals/horses after the Auction.

### **§11 Personal data**

Personal data submitted to the Auction Office will primarily be used when needed for implementing the Auction. SwedeHorse 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 SwedeHorse's business partners and within the SWB group. By submitting an entry to the Auction or by purchasing a foal in the Auction, the party consents to the handling of data as described above according to the General Data Protection Regulation (GDPR).

SwedeHorse adheres to the SWB integrity policy; see: <https://swb.org/integritetspolicy/>.

### **§13 Remaining conditions**

The Seller is responsible for the accuracy of the information provided about the foal or horse and is solely accountable for anything that may be wrong with the foal/horse. SwedeHorse is not to be held accountable for any wrongful information. SwedeHorse is not to be held accountable for any direct or indirect financial damage should the Auction not take place as planned.

The Buyer, on the other hand, accepts that any demands related to the purchase shall be directed to the Seller and not to SwedeHorse or the non-profit organization Swedish Warmblood Association, ASVH Service AB, or CMH. Should SwedeHorse, the non-profit organization Swedish Warmblood Association, ASVH Service AB, or CMH, despite this, still be involved in a legal suit due to the purchase of a foal/horse, a possible loss, and any legal costs shall be the Seller's responsibility.

The party that is deemed incapable of fulfilling their duties in this agreement due to, for example, war, riots, extensive labor disputes, blockade, fires, environmental disaster, serious spread of infection, or any other circumstance that the party has no control over or is unable to foresee; the party is released from fulfilling its duties according to the purchase agreement and cleared from paying damages to the contracting party due to the obligations not being fulfilled in this contract.

Any dispute related to purchasing a foal or horse in this Auction shall be settled according to Swedish law in Swedish court.

Mandatory provisions according to Swedish law may replace or modify the provisions in these Terms and Conditions.

For this Auction, no presumption is made that the Seller is responsible for anything that may be wrong with the foal/horse and that presents itself within six months after the purchase. The Buyer must always show that the fault was present before the purchase.

Anything in the conditions that are stated regarding the "foal/horse" also applies when a sale is regarding another commodity, service, feasibility, or right.