



Conditions of sale
DSP-Hybrid foal auctions 2024

A. General

1. Agency business

The auction of the horses offered will be carried out in accordance with these conditions of sale. The organizer of the auction is DSP Deutsches Sportpferd GmbH, Gewerbepark Wiedersbach 10–12, 91578 Leutershausen. The organizer sells the foals listed in the catalogue and/or on www.deutsches-sportpferd.de in the name of the exhibitor (agency business). The auction is a public auction within the meaning of § 474 para. 2 sentence 2 BGB, in which the horses offered are sold as used items in the legal sense. The provisions of the sale of consumer goods (§§ 474 ff. BGB) do not apply. To the extent permitted by law, Ansbach is the place of performance and decisive for the place of jurisdiction.

2. Characteristics

For the auctioned foals, only the following information/characteristics are the content of a contractually based quality:

Pedigree, sex, colour, age according to the auction catalogue

The texts on the foal fathers and mothers have been carefully researched. The organizer is not liable for the correctness of the information.

3. Warranty and statute of limitations

- a) The owner/exhibitor is only liable for the characteristics in accordance with A. para. 2.
- b) Liability on the part of the organizer for any claims for material defects and claims for damages is excluded.
- c) Defects already known at the time of the auction will be announced in the examination protocol or by the auctioneer and are then the subject of the auction conditions, as well as deviations from the information in the auction catalogue.
- d) A complaint must be made in writing to the seller and, for information, to DSP Deutsches Sportpferd GmbH. In the event of a revers transaction, claims for damages are excluded, in particular a reimbursement of maintenance expenses.
- e) Beyond the agreed quality, the sale of the horses shall be carried out to the exclusion of any liability for defects on the part of the owner/exhibitor and the organizer.
- f) The limitation period shall be six months from the date of knock-down.
- g) From the imitations of liability, as mentioned in the section “warranty/liability”, all claims for damages, by the buyer arising from injury to life, limb and health, as well as the liability of the seller/organizer for other damages, insofar as they are based on an intentional or grossly negligent breach of duty by the seller or organizer, his legal representative or his vicarious agent are excluded.

4. Organizer liability

The organizer is solely liable for the proper conduct of the auction in accordance with these conditions. In all other respects, the liability of the organizer, its legal representatives and vicarious agents is limited to intent and gross negligence, even if it is at fault for selection. Excluded from the limitations of liability is the liability of the organizer for damages resulting from injury to life, limb or health, which are based on a negligent breach of duty by the organizer or an intentional or negligent breach of duty by a legal representative or vicarious agent of the organizer. Also excluded from the limitations of liability is the liability of the organizer for other damages based on a grossly negligent breach of duty by the organizer or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the organizer.

B. Auction

1. The horses are offered in euros. The auctioneer specifies the bidding steps or accepts the bids. The highest bidder wins the bid and is bound by his bid.
2. The horses are offered in euros, the minimum offer is 4. 000,00 Euro. The highest bidder wins the contract. Buyers who are awarded the contract via the hybrid module will receive a confirmation e-mail.
3. The minimum bid step is 250 euros.
4. The knock-down prices are net prices. The buyer must pay a 6% auction fee and the VAT indicated for the respective horse.

The invoice amount/purchase price is calculated as follows:

Knock-down price + VAT as indicated (0%, 9 % or 19%)
+ 6 % auction fee + 19 % VAT.
= purchase price
+ 2 % insurance lump sum plus 19% VAT
= total purchase price / invoice amount

5. For foreign purchases, an additional fee of 150.00 euros plus VAT is charged for the procurement of the export documents and payable in addition to the above calculation example.
6. Auctioned horses can only be purchased on account. The buyer will receive the invoice for the auction purchase by e-mail. The invoice is due immediately.
7. Each foal is insured in the amount of the invoice price (max. 25,000.00 euros), but not more than the purchase price in the event of death, emergency killing and permanent unusability, including accident-related damage caused by ataxia and tendon injuries.
The payment is made to the buyer at 80% minus any proceeds from the sale. The insurance cover is granted from the surcharge and ends with the acceptance by the buyer (after unloading the foal at the buyer's stable), at the latest by the end of the current year.
8. In the event of a technical failure of the hybrid system, the auction will be held in the ring on site.

C. Participation via the hybrid module

1. The participant must register on the [website https://dsp-auktion.de](https://dsp-auktion.de) . A participation contract is concluded between the organizer and the participant, which is also based on these auction conditions and through which the organizer presents and offers the horses of the exhibitor as a representative. There is no right to participate. The organizer reserves the right to block a user from bidding and to revoke the registration. Each participant can only have one account. Therefore, in particular, re-registration is prohibited in the event that an account of the participant has already been blocked. A registration can be deleted at any time without giving reasons in the profile of the bidder; 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 deletion will only take place when it is finally ruled out that the data is still needed.

2. When registering, the participant must provide complete and correct personal information. In particular, a valid telephone number, e-mail address, home address and date of birth must be provided. It must also be stated whether he submits his bids as a consumer within the meaning of § 13 BGB or an entrepreneur within the meaning of § 14 BGB. Incorrect information entitles the organizer to terminate the participation contract without notice.
3. Participants can be natural persons or legal entities. 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 authorized to represent them, e.g. managing directors or board members, with their full name, address and type of power of representation.
4. The password can be changed by the participant, may not be passed on to third parties, must be treated confidentially and protected against misuse. The participant is liable to the organizer for all damages resulting from misuse of his password if the participant has culpably caused the misuse. Liability also includes the indemnification of third-party claims against the organizer. If the participant becomes aware of the misuse or loss of the access data, the participant must inform the organizer immediately by telephone so that access can be blocked.
5. The participant can terminate the participation contract at any time without giving reasons. The organizer will then immediately deactivate the access with the corresponding password. Unclosed 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 organizer and third parties commissioned by him 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 organizer.
7. Participants are obliged to inspect the horse they are bidding on themselves or through a vicarious agent and to view the current veterinary status.

D. Information on the state of health

The foals coming up for auction have been clinically examined by a veterinarian according to their age. A protocol was drawn up for the examination. This can be viewed on the auction page. The bidder is strongly advised to look at the veterinary examination protocol and, if necessary, to have it interpreted by a veterinarian of his choice. By submitting a bid, the bidder confirms that he has taken note of the reference to the possibility of inspecting the veterinary protocol. The veterinary protocol is a description of the health condition of the foal placed in the auction, but does not constitute a quality agreement within the meaning of §434 BGB . Neither the organizer nor the seller can make binding statements about the state of health of the foal. The veterinarian's protocol has no legal effect on the parties.

E. Acceptance and transfer of risk

1. The acceptance of the foal must take place at the latest at the end of the sixth month of life at the place of residence of the exhibitor. The risk is transferred to the buyer six months after the foal's birthday.
2. Earlier acceptance is permissible but requires the agreement of the exhibitor. Until the due date of the acceptance obligation, the exhibitor bears the risk and costs for up keeping, including the expenses for veterinarian and hoof care. At the end of the sixth month of life, the consequences of the delay in acceptance occur, so that the buyer has to bear the costs for up keeping and other expenses. With a knock-down of 8. 500.00 euros or higher, the seller has to deliver the foal nationally to the new owner or his breeding facility.
3. A protocol is drawn up about the surrender of the horse. With the signing of the acceptance protocol by the buyer or his representative, the obligation to deliver the foal to the buyer's location ends. The seller must ensure that the hooves are in perfect condition for the handover. The foal must be handed over dewormed, the last deworming date will be communicated to the buyer upon delivery. The foal's dentition corresponds to the norm, as well as the condition of the testicles in colts (unless otherwise stated in the examination protocol at auction).

4. If the buyer rejects the acceptance of the foal due to claims for defects asserted by him, the assessment by the head of the Clinic for Horses at the University of Leipzig or a representative commissioned by him is binding for the buyer and seller with regard to the veterinary assessment. The costs for the use of the veterinary clinic shall be borne by the buyer, insofar as his notice of defects proves to be unfounded, otherwise the seller.

F. Withdrawal

For horses for which the seller is to be classified as an entrepreneur, i.e. horses marked with a VAT rate of 9 or 19%, a right of withdrawal within 14 days without giving reasons applies in the event that the buyer is a consumer and the sale is concluded exclusively by means of distance communication. The withdrawal period is 14 days from the day on which the buyer or a third party named by him, who is not the carrier, has taken possession of the horse. In order to exercise the right of withdrawal, the buyer must inform the organizer by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of his decision to withdraw from this contract. In order to comply with the withdrawal period, it is sufficient for the buyer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period. If the buyer withdraws from this agreement, the owner/exhibitor shall reimburse all payments received from the buyer without undue delay and no later than 14 days from the day on which the notification of withdrawal from the agreement was received. The buyer must return or hand over the horse to the seller/exhibitor immediately and in any case no later than 14 days from the day on which the buyer informed the organizer of the cancellation of this contract.

The revocation must be declared to DSP Deutsches Sportpferd GmbH, Gewerbepark Wiedersbach 10-12, 91578 Leutershausen.

E-Mail: info@deutsches-sportpferd.de Phone: 09823 / 9242588

Fax: 09823 / 9242589

For the revocation, please use the following template:

Withdrawal form

If you wish to revoke the contract, please fill in this form and send it back to the above address or e-mail address.

To: DSP Deutsches Sportpferd GmbH, Gewerbepark Wiedersbach 10-12, 91578 Leutershausen or e-mail: info@deutsches-sportpferd.de

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*):

Ordered on (*)/received on (*) _____

Name of consumer(s):

Address of consumer(s): _____

Signature of the consumer(s) (only in the case of notification on paper):

Date and place: _____

(*) Delete as appropriate

G. Severability clause

Should one of the auction conditions be invalid in whole or in part, this shall not affect the validity of the remaining conditions. The invalid provision shall be replaced by an effective provision that comes as close as possible to the content of the invalid provision.

H. Precedence of the German version

These auction conditions are available in German and English. In the event of contradictions, the German version shall apply alone, in the case of interpretations, the German version shall also be used primarily and authoritatively for the interpretation of the English version.

The organizer is DSP Deutsches Sportpferd GmbH. It sells the products listed in the catalogue or listed on the website www.dsp-auktion.de on behalf of the owner/exhibitor as their representative.

May 2024