

ONLINE AUCTION CONDITIONS SELLER

1. The Seller offers his/her horse for sale in the online auction. When the horse is selected Zangersheide will send you an official confirmation in time.
2. ZANGERSHEIDE is not a party in the purchase/sales relation of the horse offered for sale. ZANGERSHEIDE acts as auction service. The auction committee acts as intermediary between Seller and Buyer of the mare. The organisation, preparation and execution of the auction are exclusively determined by ZANGERSHEIDE. This means, amongst other things, that ZANGERSHEIDE determines the proceedings previous to and during the auction and has the power to not auction one or more lots or not accept a bid and declare it invalid and to suspend, resume, extend or cancel the auction and/or take other measures as it seems necessary. The above will take place on the basis of the Online Auction Conditions applying between ZANGERSHEIDE, the Seller and the Buyer.
3. The Seller declares to have taken cognizance of these auction conditions and declares to accept these auction conditions. The Seller accepts all obligations inherent to an online auction, even when these are not explicitly stated in this agreement.
4. The Seller agrees that his/her name or that of his/her company is stated as breeder and/or Seller on the website of the auction.
5. The Seller of a broodmare declares to have taken cognizance of all the obligations and expenses in connection with the auction and to accept a 11% (excl. VAT) deduction (= sales commission) from the allotment price of the mare by way of contribution towards the expenses of the auction organisation. The Seller of an embryo declares to have taken cognizance of all the obligations and expenses in connection with the auction and to accept a 15% (excl. VAT) deduction (= sales commission) from the allotment price of the mare by way of contribution towards the expenses of the auction organisation. The Seller of a young horse declares to have taken cognizance of all the obligations and expenses in connection with the auction and to accept a 12% (excl. VAT) deduction (= sales commission) from the allotment price of the mare by way of contribution towards the expenses of the auction organisation. The Seller of a foal declares to have taken cognizance of all the obligations and expenses in connection with the auction and to accept a 12% (excl. VAT) deduction (= sales commission) from the allotment price of the mare by way of contribution towards the expenses of the auction organisation.
6. Bids and their payment are exclusively in EURO.
7. The sale is realised according to Belgian law by auction to the highest bidder. The auction is supervised by an auctioneer who will make an official report of the allotment. Participation in an auction does not mean for a bidder that a lot will be sold to the bidder just like that.
8. ZANGERSHEIDE will allot each horse to the last bidder. If a bid is still made in the last five minutes before the closing of the auction, the opening time will be extended by five minutes. Settlement with the Seller will consist of the following: allotment price minus sales commission = net price + possibly applicable VAT when the Seller has a VAT-number.
9. ZANGERSHEIDE will try to collect the amount owing from the Buyer after the auction. However, the auction organisation is not responsible for the collection and cannot be held liable if collection is, for whatever reason, impossible. The Seller recognizes and explicitly accepts that the auction organisation is not liable for possibly not being able to retrieve the identity of the Buyer, nor for any non-payment on the side of the Buyer.
10. Delivery and payment : If not otherwise agreed between the Buyer and the Seller after the Auction and passed on to ZANGERSHEIDE, the horse will be collected from the Seller at the expense of the Buyer. Delivery will only take place after ZANGERSHEIDE has informed the Seller that the settlement amount, as defined in the online auction conditions, has been deposited into the account number of ZANGERSHEIDE. Upon delivery of the horse, the form Proof of delivery, will be completed and signed by the Buyer. This form must be forwarded by the Seller to ZANGERSHEIDE, after which

ZANGERSHEIDE will pay to the Seller the net price + the applicable VAT on the allotment price as defined in article 8 of these auction conditions. The Seller is obliged to draw up an invoice including VAT for the Buyer, stating the name of the Buyer.

The foals will be delivered to Zangersheide at the expense of the Seller at a time determined by Zangersheide, but not before the age of 5 months. The foal will undergo a veterinarian examination at Zangersheide by a vet appointed by Zangersheide. After a good result of this examination delivery to the buyer can take place.

11. Repurchase : In the event of repurchase, the Seller owes the auction organisation a commission on the allotment price. This commission will be determined in the contract the seller will receive from Zangersheide after definitive selection of the horse.

12. ZANGERSHEIDE has the right to refuse the sale of a horse if the horse displays signs of sickness or defects before or at the moment it is to be auctioned. The decision hereto is made by the veterinarian appointed by the auction organisation. In any event, the Seller remains the only party responsible for possible hidden defects or defects that give ground for an annulment of the sale displayed by the horse offered for sale. ZANGERSHEIDE cannot be held liable for any defects, hidden or otherwise, which the horse could display. The Seller shall protect ZANGERSHEIDE against any claim lodged by the Buyer or the latter's legal successor. . In the event that a dispute, related to the Auction, should occur between the Seller and the Buyer, the auction committee will make an effort to settle this dispute by mediation.

13. The horses offered for selection must have received the basic vaccination against Equine Influenza/Tetanos and after that have been annually vaccinated against Equine Influenza/Tetanos. In addition, the horse must have received the basic vaccination against Rhinopneumonia and have been vaccinated (at least) annually against Rhinopneumonia. Pregnant (recipient) mares must be vaccinated at 5, 7 and 9 months pregnancy (if already applicable).

14. The information given in the auction catalogue and/or shown in videos has a purely informative nature with the aim to give an impression of the qualities of the mare offered for sale. Not in any way does ZANGERSHEIDE have the intention to provide any guarantees to the Buyer and/or the Seller. ZANGERSHEIDE is not liable for accidental printing errors and/or material errors in the auction catalogue and/or in videos.

15. Neither the Seller or the Buyer can derive any rights from the fact that the auction organisation selected the horse and that they have been examined by a veterinarian.

16. In the event a dispute arises between the Seller and ZANGERSHEIDE, Parties will try to find an amicable solution. If any of Parties believes that no solution was reached, the Court of Tongeren is exclusively competent. To the relationship between Parties and to the Agreement Belgian law applies.

17. In the event of a dispute, the Dutch text shall apply exclusively. The translation of these auction terms and conditions into a language other than Dutch is purely for information purposes.