

- 1.** The BHT Auction is organised by Belgian Horse Trading, whose registered office is situated at Leliestraat 37, 2860 Sint-Katelijne-Waver (Belgium), named BHT from here.
- 2.** To participate in this auction implies that these auction conditions are explicitly acknowledged and accepted without reservations.
- 3.** Buyers must register themselves for the online auction via the website www.belgianhorsetrading.com before being allowed to participate in the BHT Auction.
- 4.** BHT sells horses/ponies/embryos/goods related to horses (from here on called goods) via its website on behalf and for account of third parties. BHT acts as auction service. The auction acts as mediator between seller and buyer. A sales agreement is exclusively between the seller and the bidder/buyer.
- 5.** The buyer guarantees, at all times, the correctness and completeness of the personal information he/she provides when registering for the auction. The username and password that the buyer uses during the auction are strictly personal and cannot be communicated to somebody else.
- 6.** The sale is established under Belgian law by means of bidding and allotment to the highest bidder after payment of the settlement amount, whether or not to be increased by VAT. Bids and payments are made in EURO.
- 7.** The auction website will state an indicative closing time of the auction per specific good. If, however, a bid is made in the last 5 minutes before the closing time of that lot, the auction time for that specific lot will be automatically extended by 5 minutes. The extended time will become the new indicative closing time.
- 8.** In the auction a good is allotted to the highest bidder. The settlement of the sales price by buyer is calculated as follows:
 - The allotment price + 4% (excl. VAT) of the allotment price as buyer's commission
 - = net price,
 - + any VAT (21%) possibly due (when the seller is VAT-bound, this information is to be found on every fiche made for that good on website)
 - = total settlement amount
- 9.** By making a bid, the bidder undertakes to pay the settlement amount, unless a higher bid is made thereafter.
- 10.** In case of the sale of an embryo, the settlement amount will be increased by an amount of 2.000 EURO. This amount is the guarantee for the surrogate mare and will be refunded to the buyer upon return of the surrogate mare in good physical condition (after veterinary control).
- 11.** BHT will send the buyer an invoice for the buyer's commission to the buyer, and an e-mail with the total amount to be paid to BHT. After full payment to BHT, BHT will bring both seller and buyer in contact. In case the seller is VAT bound, he will make an invoice for the allotment price increased with the VAT and address this to the buyer, while mentioning that the payment is already done to BHT. It is also possible that BHT makes the invoice for the sale of the horse.
- 12.** The settlement amount is immediately due upon allotment and needs to be paid by bank transfer within 5 days following the auction.
- 13.** The selected horses are sold outright, without proceedings or recompense, in the condition they have at the time of the sale. For each horse, the bidder can consult the recent report of the veterinarian (of maximum 1 month old). Participating to the auction implies that the buyer/bidder has consulted the veterinarian report prior to placing a bid. If heights of a horse/pony or given, it's only an indication. Buyers can't take any right out that information, or can't take a possible difference to cancel the deal. Sellers are presenting their horses free of stable vices, or it is mentioned in the vet report.

The risk concerning the horse is transferred immediately from the seller to the buyer at the moment of the delivery of the horse to the buyer or the transportation company. After auctioning and after receiving full payment, buyer and seller will make arrangements for the delivery in mutual consultation. A foal can be delivered at the age of 4 months the earliest. The seller needs to deliver the horse in Belgium after the payment of the total settlement amount. Delivery outside of Belgium is at the buyer's expense. The buyer will have to sign a document to confirm the delivery.

In case a horse/pony will be sold, BHT will decrease the risk for both buyers and sellers. BHT will give the following service. When the sale is final the auction organisation will automatically insure the horse for the period of one year with a specialized insurance company for the listed risk:

- Death following accidents
- Death following illnesses
- Death following euthanasia performed by an licensed veterinary clinic or licensed veterinarian
- Theft
- Colic treated in a veterinary clinic up until € 4.000 per claim and per year even without surgery

A copy of the general terms and conditions of the insurance contract can be obtained on simple request from the auction organization or the specialized insurance company.

Insured value: in accordance with the general terms and conditions of the insurance contract, the good health status and the value of the horse / pony must always be proven by the policyholder on the basis of official documents that must be provided by the policyholder at all times, both at the first subscription and at the renewal, or at any other time during the insured period.

These documents include: the purchase invoice, studbook , competition results, breeding value and/or any other document can substantiate the value.

The policyholder must therefore spontaneously notify any fact (*) that has or may have an influence on the current insured value of the insured horse / pony.

(*) use, residence, insured value, insured territoriality, lesser results, illnesses or accidents.

The insurance cover will take effect when the payment of the horse/pony by the buyer has been received by BHT Auction

Only the net allotment price will be insured. BHT won't pay the insurance for an embryo, but we can help to bring you in contact with the insurance company. In cases where BHT doesn't take an insurance for the buyer, the commission % will change from 4 till 1% on the sales price, as compensation.

14. The ownership of the horse is transferred to the buyer at the moment that buyer makes the payment to the auction organisation BHT.

15. In the event that a horse gets injured after the sales but before or during delivery, BHT will have got to be informed. BHT will then appoint a veterinarian to examine the horse. If the veterinarian makes a written report that recuperation/cure is possible, then the seller must

undertake the responsibility of taking care of and ensuring that the recuperation/cure of the horse takes place, without this causing extra costs for the buyer/bidder. The horse will remain, until the time of delivery, under the full responsibility of the seller at his own cost and risk. In case no recuperation/cure is possible, the seller must take the horse back immediately at his own cost in return for the remuneration of the sale price, if the sale is considered dissolved or annulled.

- 16.** In the event that the bidder/buyer detects that the horse has a stable vice, being either crib-biting, weaving, or wind-sucking, the bidder/buyer shall notify BHT in writing within 7 days after the delivery of the horse to the buyer/bidder, with a description of the nature of the stable vice. In that case, BHT will appoint a veterinarian who will examine the horse in connection to the alleged stable vice as described by the bidder/buyer. The veterinarian's conclusion about the cause and seriousness of the alleged stable vice shall be binding. If the veterinarian finds that the horse has the stable vice as described by the bidder/buyer, the seller is obliged to pay the costs accrued by BHT. If the veterinarian finds that the horse does not have the stable vice, the bidder/buyer must pay the costs to BHT. In case the veterinarian confirms the stable vice, the seller must take the horse back immediately at his own cost in return for the remuneration of the sale price, if the sale is considered dissolved or annulled.
- 17.** When the bidder/buyer does not notify, in the manner required, the aforementioned stable vice of the purchased horse within 7 days after the delivery and/or the veterinarian does not detect the stable vice, the right of the bidder/buyer to make the purchase unbinding is void.
- 18.** If the horse will be exported, the buyer pays for blood tests, if those are required by law. BHT and the seller will cooperate, to send the blood to labo Bose. If the result of the test is in that way, that export is not possible, the sale can be cancelled, if buyer decides to cancell the deal.
- 19.** In the event that the sale is legally dissolved or annulled by the bidder/buyer, the seller and the bidder/buyer shall nevertheless comply with all financial obligations, as mentioned in these auction conditions, towards BHT, in as far as compensation to be paid to BHT is concerned.
- 20.** BHT is not liable for the accuracy of the information of the good on the website, the information provided at the auction grounds and the information given to BHT. BHT tries to verify all information, but if the seller doesn't give correct information, BHT cannot be held responsible. If an interested buyer would like to have more medical tests executed by his own vet, this has to be done before the closure of the auction, a his/her own expense.
- 21.** Neither seller nor buyer can derive any rights from the fact that the auction organisation selected the goods for the auction.
- 22.** Any dispute arising from this auction and its consequences will be exclusively ruled by Belgian law. The Courts of Mechelen shall have exclusive jurisdiction to take cognizance of the disputes. In the event of a dispute only the Dutch text will prevail. The translation of these auction conditions into another language is purely informatory.