

AUCTION CONDITIONS APPLICABLE TO
BREEDERS CLUB HYBRID SALE & BREEDERS CLUB FOAL PROJECT SALE

Charlottenlund Travbane, Traverbanevej 10, DK-2920 Charlottenlund

Saturday 26. August 2023

§ 1

The Breeders Club Yearling Hybrid Sale and the Breeders Club Foal Project Sale, run by the Breeders Club (BC), include horses of all nationality (UET countries only) born 2022, as well as those who are part of the Foal Project and born in 2023. Due to practical reasons, there will only be 60 horses at this year's Derby Auction and 7 on the Foal Project.

§ 2

BC reserves the right to determine the number of horses at the auction and select these from among those entered. The reported horses are sold at the owner's expense. BC also reserves the right to cancel or move the auction.

§ 3

The notification fee amounts to:

Breeders Club Yearling Hybrid Sale 2023 – 4.000,- dkr. + VAT, total DKK 5.000,- dkr. for members of BC. Price for non-members of BC amounts to – 5.000,- dkr. + VAT, a total of 6,250,- dkr. The notification fee includes the price for video recording at Lina Alm Racing Media or Hestesportmedier Produksjon AS. If you want to produce your video yourself, there is 2.000,- kr. in discount on the registration fee.

BC Foal Project Sale – DKK 0,- for members of BC. Audio visual by Lina Alm Racing Media or Hestesportmedier Produksjon AS. Video footage of the registered horses for BC Foal Project Sale is mandatory.

The above amount is per horse selected for the auction. The notification is only valid once the notification fee has been paid.

X-ray examination of the registered horses for BC auction is mandatory, not for the Foal Project Sale.

It is recommended that the X-ray examination must be performed at the earliest when the horse is 12 months old in order to minimize errors on the horse on the day of the auction, with reference to the Danish Sale of Goods Act as described in §8

The following X-rays (projections) must be taken at least: latero-medial projection of all four toes as well as oblique lateral (115 degrees oblique plantaro-lateral, dorso-medial) projection of both hocks, (caudolateral – craniomedial oblique) projection of both behind knees.

An X-ray certificate from the veterinarian who took the X-ray must reach BC no later than Friday d. 18. August 2023.

A veterinary certificate/health certificate, which on the day of the auction must not be more than 3 days old, must show that the horse in question is in good health and without signs of infectious disease, and it must be certified that the horse comes from a place where there is also no contagious disease. In the case of stallions, the certificate must also show that the horse possesses normal external genitalia.

The horses must be vaccinated at least 14 days before the auction. Vaccinations must be enrolled in horse passports. Horse passports and veterinary certificate/health certificate must be brought on the day of the auction and handed in at the auction secretariat. Horses without a horse passport / health certificate / basic vaccination will be expelled and deleted from the auction.

§ 4

Notification deadline: Monday d. 29. May 2023.

Notification can be made by e-mail: info@breedersclub.nu or rc@breedersclub.nu with information about the name of the horse / name / seller's name / address / mobil no. / Email and possibly CVR no. Notification is only valid when confirmation from BC has been received.

§ 5

The registered horses stand free of charge, but at the owner's risk, at Charlottenlund Trotting Track. Details of housing conditions will be determined at a later date. BC Foal Project Sale is NOT showing the horses at Charlottenlund Trotting Track, only video.

§ 6

If a reviewed horse does not appear / leaves the auction after sending out the review of the auction site, the notification fee will not be refunded (also applies if the cause is illness). If there is no valid reason for the no-show, i.e. illness confirmed by veterinary certificate, the notifier also pays DKK 10,000 + VAT to BC.

§ 7

Minimum price of DKK 25,000 (+ VAT) BC Hybrid Sale and DKK 0,- (+VAT) on BC Foal Project Sale

The auctioneer sets the amount of overbidding. Each sale takes place by giving the highest bidder a hammer blow after three repeated outbiddings. Doubts about the highest bid shall be settled by a new call. If several bid the same, the auctioneer is entitled to choose.

§ 8

The horses are sold in the condition in which they are present at the hammer blow and without warranty of any kind. After that, they stand at the buyer's expense and risk in every respect. Objection for defects or defects in the purchased horse must be made in writing, accompanied by a veterinary certificate describing the defect or defect, no later than 30 days after the hammer blow. It should also be noted that the Danish Sale of Goods Act applies to the relationship between buyer and seller.

§ 9

BC accepts no responsibility for the horses, their condition or for what is stated in the catalogue. All records, race results and starting prize money are kept up to date as far as possible. The notifiers will indemnify BC for any loss, whether damages, legal costs or anything else they may suffer in connection with the comments made by the horse. The buyer is made aware that additional information regarding the horse can be provided by both the auction speaker and the auctioneer, as well as by posting on the horse's box door. Such information shall have the same legal effect as if it were included in the auction catalogue.

§ 10

BC assumes no responsibility for the payment of the horses sold.

The payment for the purchased + 7.5% auction fee + VAT is paid by the buyer in cash by credit card at the auction secretariat.

If the buyer has entered into a credit agreement, or is a professional Trotting Trainer, with a license corresponding to Danish A-license, he will be entitled to credit. Payment for the purchased is paid when invoice from BC is received.

If payment is not made in accordance with the applicable payment terms, the buyer is obliged to pay the costs associated with the collection, indemnified and liable to pay interest on the arrears at the applicable discount rate + 7.5% from hammer blow until payment is made. Section 5 of the Danish Interest Act. Any loss in this connection cannot under any circumstances be directed against the auctioneer or BC. Ownership does not pass until the entire purchase price (incl. VAT and fees) has been paid. Should the purchased horse fall ill, be injured or die after a hammer blow, but before ownership has passed to the buyer, the buyer is nevertheless obliged to pay the entire purchase price. If the seller wishes to take legal action against the buyer, this must be done on his own initiative and at his own expense.

§ 11

The buyer is obliged, on demand, to immediately comply with the applicable conditions of sale for the auction or to deliver the purchased. In the event of a return due to the buyer's default, the buyer is obliged to pay all losses and costs of new sales, whether this is auction sales or ordinary sales, but has no claim to profit.

§ 12

The person submitting the bid is liable for compliance with the conditions of sale of the auction. If several people buy jointly, they are jointly and severally liable.

If the buyer is a professional Trotting Trainer, with a license equivalent to Danish A-license and has been a member of BC at least 3 months before the Derby auction and has previously entered into a commission agreement, he will be entitled to trading commission. This Trade Commission accounts for 5% of hammer blows. The trade commission is paid when the horse is finally settled in accordance with the Charter. the terms and conditions.

§ 13

The Notifier / Seller pays to BC the following fees:

For sale: 7.5% + VAT.

For buy-backs, the seller pays 7.5% of the total bid price + VAT.

The seller can state a minimum price to rc@breedersclub.nu no later than 21 August 2023 and it is only valid if you have received a return reply. The minimum price will not be publicly known and will only be known at the Breeders Club secretariat.

If the horse does not reach the minimum price, DKK 0 is paid in fee. In case of repurchase above the reported minimum price, the seller pays 7.5% of the total bid sum + VAT. If the seller has not reported a minimum price, in the event of a buyback, 7.5% of the total bid sum must be paid.

§ 14

Any question about the decline of the transaction due to defects, or about compensation or reduction of the purchase price in connection with such defects, is brought before the civil courts according to the rules of the Danish Sale of Goods Act. Any question about defects must be addressed directly by the buyer to the seller, and is thus irrelevant to both the auctioneer and BC. Any dispute shall be settled in accordance with Danish law, and the place of jurisdiction is the seller's domicile.

§ 15

Stay at the auction area is at your own risk.

§ 16

The auction horses are subject to DTC's Racing Regulations, §38. Random doping tests may occur

§ 17

When buying a horse at BC Foalprojekt, the following rules apply

- Buyer and seller agree when the foal can be taken from its mother
- The buyer pays all costs from the auction day
- The buyer and seller make agreements on the price of housing, shoes, veterinarian, etc. and it is the buyer's responsibility and expense

§ 18

In the event that the Clipmyhorse website cannot be accessed or any other form of force majeure, the auction will be conducted at Charlottenlund Travbane with the auctioneer who will be present at the closed stand at Charlottenlund.

Breeders Club

