



Conditions of Sale for SWB Elite Auctions 2019

§1 General

The conditions of sale pertain to Buyers and Sellers participating in the Elite Auction (here after named the Auction), organized ASVH Service AB (here after named SWB). The Auction featuring dressage foals and - horses will take place at Flyinge Friday September 27, 2019 and the Auction for jumping foals and - horses will take place at Flyinge on October 5, 2019.

A seller is defined as the owner of the foal or horse according to the SWB registration papers or other written agreement (here after named Seller).

A buyer is defined as the person, party or business owner that signs the purchase agreement for a foal or horse upon the hammer price at the Auction (here after named Buyer).

SWB acts as the agent for the purchase between the Seller and the Buyer. In all other aspects there are only related party relationships between the Seller and Buyer.

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

§2 Information about the foals and horses

Information about each foal and horse can be found in the auction catalog and online at www.swb.org and on SWB's Facebook page. The jumping horses will also be presented at www.selecthorsesales.se.

All horses have been x-rayed and will be inspected by a veterinarian 14 days prior to the Auction at the earliest.

A veterinary inspection of participating foals and horses will take place on the day of the auction and they will all be sold as is.

The veterinary inspection record for all foals and horses as well as veterinary certificates and the x-ray results for all horses will be available for review before the Auction. A veterinarian will be available on the day of the Auction to answer any questions regarding x-rays and any health-related commentary.

The veterinary inspection report with the veterinary commentary and the x-rays with the veterinary commentary only serve as a directive for the Buyer and does not release the Buyer from the responsibility to inspect.

SWB cannot be held accountable for the health of the foals and horses nor for the veterinary report.

§3 Buyer's responsibility to inspect

The buyer is responsible for inspecting the foal or horse before the bidding begins. Any questions regarding the foal or horse shall be directed to the Seller.

§4 Seller's obligation to disclose information

The seller is responsible for providing accurate and sufficient information about the foal or horse before the auction both in informational materials supplied to SWB as well as in response to questions from potential buyers.

§5 Bidding and price

The Auction is governed by the customary practices for auctions in Sweden. Bids are given in Swedish kronor (SEK). A stated bid is binding for the bidder. A winning bid shall be documented within 30 minutes with a purchase agreement between Buyer and Seller. If this does not occur, the foal may be available for another bid.

Before a reserve price is presented it will be announced whether the seller is a private party or a VAT registered business (in which case a VAT of 25% will be added to the purchase price). A sales commission of 10% of the hammer price will be invoiced to the Buyer.

A bid shall be made using a loud voice or through a clear sign. The bidder is bound to the bid until a higher bid is made by another bidder. Bidder with the highest bid at the strike of the hammer has concluded a binding contract for purchase. In case of simultaneous bids, the auctioneer decides which bid is valid. The auctioneer also decides if bidding shall resume due to uncertainty of the last bid.

Should there be a disagreement regarding the bid after the hammer fall, the Auctioneer can decide for the foal or horse to be presented for bidding once more. This also holds true if there is a technical problem or if SWB staff are to blame as the hammer falls.

§6 Payment

Foal

Payment of the purchase price shall take place to the Seller within 10 (ten) bank days after the Auction unless other arrangements have been made between the Seller and the Buyer.

In case of payment not being received within stated time frame the Seller has the right to demand that the sale continue and as such demand an interest of overdue payment with 8% annually.

Horse

Payment of the purchase price shall take place to the Seller within 4 (four) bank days after the Auction unless other arrangements have been made between the Seller and the Buyer.

In case of payment not being received within stated time frame the Seller has the right to demand that the sale continue and as such demand an interest of overdue payment with 8% annually.

§7 Transfer of risk and collection

Foal

The risk for the foal is transferred to the Buyer once a binding purchase has closed, i.e. when the purchase agreement has been signed by both parties. The buyer shall collect the foal no later than 14 days after weaning provided the foal is at least 6 months of age unless other agreement is reached between the Buyer and Seller. The Seller guarantees the general handling and welfare of the foal up until the day of weaning. The normal daily costs incurred until that time are the Seller's responsibility, however, extraordinary costs such as veterinary treatments are the Buyer's responsibility.

Horse

The risk for the horse is transferred to the Buyer at the delivery of the horse, which in this case is when the horse is being picked up, at the latest 96 hrs. after the closing of the Auction.

The Seller is responsible for the horse up until the delivery of the horse when the responsibility is transferred to the Buyer. Should the horse not be delivered in due time and this is at the fault of the

Buyer, the risk is transferred to the Buyer when the Seller has done what is required to deliver the horse.

The Buyer may pick up the horse directly upon closing of the Auction providing everything is paid for including the purchase price and the purchase commission. The horse may be stabled at no cost by the Seller for 4 (four) days.

§8 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 animal at the latest. Transfer of ownership submitted to the SWB office before year- end is free of charge.

§9 Personal data

Personal data that have been submitted to the Auction Office will primarily be used when needed for implementing the Auction. SWB 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 SWB's business partners. By submitting an entry to the Auction or by purchasing a horse or foal at the Auction the party consent to the handling of data as described above according to the General Data Protection Regulation (GDPR).

§10 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 or horse.

The Buyer on, the other hand, accepts that any demands related to the purchase shall be directed to the Seller and not to the non-profit organization Swedish Warmblood Association or Swedish Select Horse Sales.

SWB is not to be held accountable for any wrongful information that may be found in the auction catalog due to misinformation from the Seller.

SWB is not to be held accountable for any injuries of the mare and foal should such a situation arise while keeping them at the facility at Flyinge.

SWB is not to be held accountable for any direct or indirect financial damage in should the Auction not take place as planned.

Any dispute related to the purchase of a foal or horse at this auction shall be settled according to Swedish law in Swedish court