

Online EURO HORSE Auction: terms of sale and auction

1. The online auction is organised by EUROHORSE BV with registered offices at 2280 GROBBENDONK, Troon 22, CBE number 0436.084.977, referred to hereinafter as EURO HORSE.
2. These terms of sale and auction, referred to hereafter as “*Terms*”, apply to any use of the auction website of EURO HORSE and to any auction organised by EURO HORSE for which they are declared to be applicable.
3. EURO HORSE auctions her own horses at the auction, to which these Terms apply. In order to take part in an auction, the buyer has to register in advance at www.eurohorse.auction. By signing the registration form, the buyer declares to have taken note of the Terms, to have understood them, to have accepted them and to be in the possession of a copy.
4. Together with the purchase agreement, the Terms are a part of the overall agreement between the seller and the buyer, referred to hereafter as the “*Agreement*”. The Agreement represents the consent of the parties fully and exclusively, with the explicit exclusion of all other verbal and/or written agreements, communication, offers, proposals or correspondence between the parties.
5. Each lot will be auctioned in its current state at the moment of the auction. For the breeding mares that are sold pregnant, evidence of pregnancy is available. Error is excluded from the purchase agreement that is established.
6. Each offer is deemed to have been made in the parties own name and for his/her own account. By submitting a bid, the buyer commits himself to paying the amount of the bid he offered, referred to hereafter as the “*Allotment Price*”, except in case of a subsequent higher bid. Each bid and each payment can only be done in Euros.
7. On top of the amount of the bid, the buyer also pays a commission fee of 5% on the final purchase price to EURO HORSE.
8. At its website, EURO HORSE mentions for each auction of a lot an indicative closing time. This closing time will automatically be extended by five minutes if, within the last five minutes of the auction, a higher bid was submitted for the Lot. At that time, a new closing time will be determined.

The bidding will begin with an entry price of 5 000 euros.

Bids can be made as follows:

Per 500 euros from 5 000 euros to 10 000 euros

Per 1000 euros from 10 000 euros to 30 000 euros

Per 2 000 euros from 30 000 euros to

9. The seller and the buyer know, acknowledge and accept the special circumstances that can happen during an online auction, and the technical shortcomings that can come with it, for which EURO HORSE gives no guarantee or takes any responsibility/liability.
10. At the closing time, each lot will be allocated to the submitter of the highest bid, referred to hereafter as the “*Buyer*”, for the amount of the Allotment Price which is owed immediately.
11. The Buyer will receive an invoice from EURO HORSE for the payment of the net price, composed of the Allotment Price increased with 5% auction fee and increased with the applicable VAT rate.
12. In the case of a surrogate mare, the mare must be returned to Eurohorse at the expense of the buyer after weaning. The transport of the surrogate mare from Eurohorse back to the owner is at the expense of the seller. The seller may ask the buyer for a deposit of up to € 3000 for his (rented) surrogate mare. This amount is paid by the buyer to Eurohorse. When the surrogate mare is delivered to Eurohorse in good condition, this amount will be refunded to the buyer.
13. In case of export, the buyer will submit a valid export document within 3 months under penalty of still charging the VAT due.
14. The ownership of the lot transfers to the Buyer on the moment of complete payment to EURO HORSE.
15. Collection of the lot by the Buyer at EURO HORSE is possible after receiving the complete payment of the invoice.

Transportation and/or delivery costs will be charged to the Buyer as well as insurance costs in case the Buyer wants to take out an insurance on the lot.
16. EURO HORSE cannot be held liable for any printing or typing errors on the website and/or online catalogue.
17. For all legal relationships between the Buyer and the Seller, the Belgian law is applicable exclusively, with the explicit exclusion of the Vienna Sales Convention.
18. For each dispute that rises, is connected to or arises from the legal relationships between the Buyer and the Seller, the court of Antwerp, Belgium is competent.
19. The Dutch version of these Terms will prevail over any other versions, no matter who wrote them.
20. Each stipulation of the Terms that would be invalid, void or unenforceable, due to incompatibility with a legal provision of compulsory law or law of public order, will nevertheless fall within its maximally allowed effect and will leave the application of the rest of the text untouched.