

## BWP Top Stallion Auction 2022

### AUCTION AND SELLING CONDITIONS

1. Belgisch Warmbloedpaard vzw – BWP (hereafter also called “organizer”) organizes an auction during the stallion selection show. The stallion approval takes place on Thursday, Friday and Saturday of the second full week of January. The auction takes place on the last day of the stallion approval. The auction takes place under the supervision of a bailiff, assisted by the auctioneer appointed by BWP.
2. The stallions for the auction are 2.5 years old and were selected by the commission to take part in the third day of the second phase of the BWP stallion selection.
3. The stallion is allocated to the highest bidder, with a premium of 10% on the allotment price. Any bidder is supposed to have taken notice of, and to agree with, the present conditions which are also an integral part of the selling agreement between the seller and the buyer. The conditions are mentioned on the website, in the catalogue and once again communicated by the process server or the auctioneer prior to the auction. In order to be able to bid during the online auction, the buyer has to register via the auction platform and has to accept the auction and selling conditions.
4. At the moment of allocation of the horse, the owner’s risk is transferred to the buyer. However, the seller remains owner of the horse until the full payment of the amounts due, mentioned in the invoices made up in conformity with article 5.
5. After the auction, the buyer will receive a settlement via email, together with the two invoices to be paid (one on the name of BWP and one on the name of the seller). The invoice on the name of BWP includes the premium of 10%, increased by the VAT. If the seller is subject to VAT, his invoice will comprise the allotment price, increased by the VAT. If the seller is subject to VAT, it is mentioned in the catalogue. The invoices have to be paid before the due date mentioned on the invoice. In case of overdue payment, an interest of 10% per year will be due in justice and without notice of default. Moreover, a damage claim of 10% of the amount due, with a minimum of €65,00 will be charged.
6. Only after the full payment of both invoices, the buyer can pick up the horse at the seller’s stable. The modalities concerning the delivery have to be arranged directly between the buyer and the seller.
7. The stallions offered at the auction got a positive advice after the medical examination, known as the first phase of the stallion selection. That advice may diverge from the advice as a sports horse and does not take account of the criteria governing the medical examination of stallion prospects in other studbooks. The RX-photographs and the medical protocols are available for the prospective buyers. In case of buying, the buyer is supposed to have looked at and to be fully aware of the stallion’s condition on the basis of the RX-photographs and the medical report. The buyer can get information from the studbook veterinarian before the auction.



8. The organizer is in no way liable if a hidden or redhibitory defect would appear. The buyer can invalidate the sale only if one of the following redhibitory vices occurs : cribbiting, weaving and aerophagy. The buyer has to inform the seller about those vices by registered letter within 21 days after the delivery of the stallion. The seller, and not the organizer, is responsible for the possible redhibitory defects and all further financial and/or other implications regarding the sale. The premium mentioned in article 3 remains in any case acquired for the organizer and cannot be reclaimed.
9. The organizer is not liable for possible erroneous information and/or misprints in the catalogue.  
The organizer is not liable for damage to the stallion or caused by him during the auction.
10. In case of contestation concerning the sale of a stallion during the auction, the process server will settle the dispute in first and last instance.
11. If after the auction a difference would arise regarding the sale, only the district-courts of Leuven, department of Leuven, are competent. The Belgian law is applicable.

## ADDENDUM

### AUCTION CONDITIONS FOR ONLINE BIDDING AT THE BELGIAN WARMBLOOD AUCTION

By making a bid via internet, the bidder accepts unconditionally the mentioned auction and sales conditions, as well as the conditions below, which are also applicable to the BELGIAN WARMBLOOD AUCTION ONLINE.

Auctioning party : Belgian Warmblood, Waversebaan 99, B-3050 Oud-Heverlee

#### **Terms and conditions :**

1. Every bid, expressed by a participant, is, just like a bid on the spot, irrevocable and unconditional.
2. For determining if a bid in the auction has first been made by an internet participant or by a bidder on the spot, the judgement of the auctioneer is binding.
3. Any participant is aware of the fact, and agrees with it, that the services offered by the auctioning party are limited to technically facilitating a) following the BWP Top Stallion Auction via internet and b) participating in the BWP Top Stallion Auction as a bidder.
4. The participant is aware of the fact, and explicitly agrees, that the services available via the website are limited to making it technically possible to follow the auction and to participate in the auction as a bidder. Belgian Warmblood - BWP vzw does not have or take any responsibility in the organization and the course of the auction via its website (for instance, and without wanting to be limitative : the website drops out or reacts slowly during the auction). Belgian Warmblood - BWP vzw takes every possible effort to secure its systems against loss of data and/or any form of unlawful use, and takes the appropriate technical and organizational measures. In his/her contact with Belgian Warmblood - BWP vzw the participant is obliged to adequately secure his/her computer and/or any other device used to have access to the auction site, and as usual to protect them from viruses or other illegal programmes or sites which can be spread via internet.
5. When the participant in the auction makes a bid via the internet, that bid has equal legal effect as a bid on the spot.
6. In order to be allowed to make a digital bid in the auction, the participant may be asked by the auctioning party to transfer an internet security. In that case, the participant has to meet that request before he can be accepted to participate.
7. By making a bid via internet, the participant declares to know the procedure of deposit, securing and release of the internet deposit and declares to accept that procedure.
8. If the participant is, for whatever reason, not capable of meeting his obligation to take possession of the auction object, the caused damage will be recovered from him by the auctioning party, in the first place, but not exclusively, from an internet deposit.
9. The participant declares to possess a mobile phone with which sms-messages can be received. During the auction, the participant must be attainable for the auctioneer, the auctioning party and the auction organizer.
10. The auction organization reserves the right to give up the implementation of a specific auction via internet, for whatever reason and at any moment.
11. The auction organization has the competence to modify this registration declaration. The participant will every time have the right to refuse the altered stipulations. In that case, the auctioning party has the right to directly stop its service to the participant. From that moment, the participant will no longer be able to participate in auctions (via internet).

12. When the participant wants a service which causes an unusual transaction in the sense of Wwft, the auction organization, the auctioning party and/or the auction has the obligation to communicate that to a central reporting. It is not permitted to communicate that to the participant.

**DECLARATION CONCERNING THE AVAILABILITY OF PERSONAL DATA**

The personal data communicated by the participant may only be used for the above mentioned registration which allows to take part in bidding via internet. The auctioning party, and also the notaries involved in an auction, can ask for and have insight in all data made available by the participant. The above mentioned personal data of the participant may only be passed on to third parties in so far as this is necessary for bidding in the auction. The above mentioned personal data of the participant may not be sold, let or otherwise given to third parties. The participant gives his consent for the visibility of his data to all collaborators of the auctioning party and other parties connected to the internet bidding system.