

Auktionsbedingungen Online-Auktion Mecklenburger Körstage (AGB)

Auction Conditions Online Auction Mecklenburg Körstage (GTC)

I. General

The Mecklenburg-Western Pomerania Horse Breeders' Association e.V. (hereinafter referred to as "Organiser"), operates the auction of young stallions (hereinafter also referred to as "Horse" or "Horses") on the Internet (hereinafter referred to as "Internet Auction" and "Online Auction") on behalf and for the account of the exhibitors (hereinafter also referred to as "Seller" and "Owner") (commission business). The Mecklenburg-Vorpommern Horse Breeders' Association itself does not offer horses and does not become a contracting party to the purchase contracts concluded exclusively between the buyers (hereinafter also referred to as "participants" and "bidders") and the owners of the horses (§ 433 BGB). The purchase contract with the buyer as well as the legal relationship with the bidder and the exhibitor shall be based on these online auction conditions (hereinafter also referred to as GTC).

By registering on the platform, <https://auktion.pzvmv.de/> powered by ClipMyHorse.TV Auctions or WeAuction BV, the participant accepts the auction conditions, GTC, data protection provisions and the cancellation policy. No further confirmation by the organiser is required for this. By registering the horse, the exhibitor already accepts these conditions of the "Online Auction". In the event of a successful bidding process, a purchase contract shall only be concluded between the exhibitor and the buyer with the highest bid.

These GTC shall apply exclusively; terms and conditions contrary to or deviating from these GTC shall not be recognised unless their validity is expressly agreed to in writing. These GTC shall also apply if the delivery is carried out without reservation in the knowledge of terms and conditions of the buyer that conflict with or deviate from these GTC.

All agreements made between the organiser and the purchaser for the purpose of executing a concluded contract are laid down in these GTC. These GTC apply in principle in the same way to entrepreneurs (§ 14 BGB) and to consumers (§ 13 BGB), unless their validity is expressly limited with regard to individual clauses in their scope of application.

The proprietary rights and copyrights to illustrations, videos, drawings, descriptions and other documents used by the Organiser for the Auction shall remain reserved. The Bidder, the Purchaser and any third party shall require the express written consent of the Organiser before passing them on to third parties.

Participation in the auction is based on the terms of use and general terms and conditions of the auction platform and service provider WeAuction BV (<https://www.weauction.nl>) as well as ClipMyHorse.TV Auctions BV (<https://auctions.clipmyhorse.tv/>). By participating in the auction, the buyer and seller declare their agreement with the validity of these terms of use and general terms and conditions.

II Participation in the online auction

1. Participation in an internet auction is only permitted to those natural or legal persons who have registered with the organiser. Participants may only be assigned a single account. The organiser reserves the right to block a user from bidding and to revoke the registration. A participation contract is concluded between the organiser and the participant, which is based on these general terms and conditions. There is no right to participate.

2. When opening the registration, all questions posed by the organiser in the registration form must be answered truthfully and completely and any copies requested must be enclosed. Likewise, each participant must state whether he or she is a consumer within the meaning of §

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13 BGB (German Civil Code) or an entrepreneur within the meaning of § 14 BGB. By sending the registration form or the registration mask, the participation contract is valid. Sending the registration form simultaneously constitutes a binding offer to the operator of the online platform to conclude a contract of use. If the registration is accepted by the organiser/operator, the user receives a confirmation by e-mail with a personalised link. This also constitutes a contract of use with the operator of the online platform. To complete the registration process, the user must click on the link contained in the confirmation e-mail.

Should a participant provide incorrect information, the participation contract may be terminated by the organiser without notice. Likewise, the Organiser reserves the right to block a user from bidding and to revoke the registration. In addition to the IP address of the participant, the organiser and third parties commissioned by the organiser may also store and process the participant's data, whereby the data may only be passed on to the seller and vicarious agents of the organiser. Should the data provided during registration change, the user is obliged to immediately notify auktion@pzvmv.de of the change in user data by e-mail.

3. Natural persons may only register for use if they are of full age and have unlimited legal capacity.

4. Natural persons authorised to represent a legal entity must be named with their full name, address and type of authorisation.

5. After registration, new users will receive a temporary password and the link to activate the user account by e-mail. This email also represents the confirmation of the user contract. By clicking on the confirmation link, a new personal password must be created. Every user is obliged to keep his password secret. The password can be changed by the participant, may not be passed on to third parties, must be treated confidentially and protected against misuse. The participant shall be liable to the organiser for all damages resulting from misuse of his/her password if the participant has culpably caused the misuse himself/herself. The liability also includes indemnification against claims of third parties against the organiser. If the participant becomes aware of the misuse or loss of the access data, he/she must inform the organiser immediately by telephone so that access can be blocked.

6. The participant may terminate the participation contract at any time by sending an e-mail to: auktion@pzvmv.de. His access together with his password will then be deactivated at the end of the auction. All registered data will be permanently deleted after termination, unless they are required for an ongoing bidding process or the processing of a purchase that has already been made. This means that an online auction which has not yet been concluded at this point in time and in which the terminating participant has placed a bid will be concluded in accordance with the contract irrespective of this. The organiser is entitled to terminate the participation contract without notice for good cause. This applies in particular if the participant refuses without cause to fulfil the contract concluded by way of auction or never intended to do so. The Organiser is entitled to exclude the participant from further events.

III Procedure of the Internet Auction

The respective Internet auction begins with an offer placed by the Organiser on the auction platform on the Internet. This is a declaration of intent on the part of the exhibitor directed towards the conclusion of a purchase contract. At the same time, the bidding period is specified in the offer by stating "end of auction". This offer cannot be accepted by a simple "yes", but is a pre-declared acceptance of the highest bid. The exhibitor shall only accept the highest bid that

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is validly submitted by a bidder within the stated bidding time in accordance with the conditions of these GTC. The exhibitor is entitled to set a minimum bid (= minimum price). The exhibitor's offer is then subject to the condition precedent that this minimum price is reached in the online auction by submitting corresponding bids. The remaining time until the end of the auction for the horse to be auctioned is displayed in the upper part of the offer by means of a countdown.

2. Bids can only be submitted via the mask for registered bidders installed on the auction platform and only online. Bids submitted by any other means will not be considered, even if they reach the Organiser during the bidding period. Bids for which the bidder has not declared that he agrees with the validity of these General Terms and Conditions for the specific auction and has taken note of the instructions on revocation will also not be accepted. Bids submitted until the end of the auction, which are submitted for the registered user under "Bid" in accordance with these GTC, shall only participate in the auction if they have been received by the Organiser by the end of the auction. Transmission is at the risk of the bidder. The Organiser shall not be responsible for any technical delays, even in the event of overloading of the transmission channels.

By clicking the "Bid" button, the bidder submits a binding bid to the Organiser for the conclusion of a purchase contract. The bid submitted by the bidder must be higher than the minimum bid stated on the online platform. Each bid submitted by a bidder is conditional upon the submission of a higher bid. The respective bidder is bound by the bid submitted by him until the end of the bidding period. Bids that are below the minimum bid shall not participate in the auction, even if the Organiser does not receive a higher bid by the end of the auction. An effective bid must be equal to the minimum bid and at least one bidding step above the bid of the previous bidder. The bidding steps are determined in advance by the organiser and are not freely selectable by the bidder; the system specifies the respective possible bidding steps. However, the bidder has the option of submitting a multiple of the specified bidding step as a bid via the bidder button. If at the end of the auction time two or more identical highest bids have been received, the highest bid received first will be accepted. All monetary amounts refer to the Euro currency (€).

3. In the last five minutes before the final end of the auction of a lot, any bidding activity extends the countdown, so that after a bid until the final auction end, the countdown is five minutes again. If there is no more bidding during this time, the auction ends. An extension of the closing time for a previous lot does not result in an extension for the following lot.

4. If the highest bid at the end of the auction turns out to be invalid, the next lowest bid will not win the online auction either. In this case, the organiser can restart the online auction and determine a new auction end. In this case, the highest effective bid submitted up to that point shall be set as the starting price.

5. Notification of the conclusion of the contract: The purchase contract for the auctioned horse shall be concluded without a separate knockdown by the effectively submitted highest bid of the registered bidder (at the end of the bidding period). The organiser is not responsible for delays due to technical reasons, including overloading of the transmission channels. The bidder who has submitted the highest effective bid at the end of the auction shall be notified thereof in text form by e-mail or otherwise on a durable data medium. The receipt of the notification is the confirmation of the already concluded purchase contract and not an additional condition for its conclusion. Bidders who have not submitted the highest bid will not receive any notification. The highest bid will only be mentioned anonymously on the platform immediately after the end of the bidding period. Pursuant to § 312 f of the German Civil Code (BGB), the notification to the purchaser shall contain a confirmation of the contract in which the content of the contract is

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reproduced and shall contain the information required by Article 246 a of the Introductory Act to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch), including the information on revocation.

6. The organiser is entitled, at its due discretion, to block registered bidders for individual auctions of individual horses or for a certain period of time or in general and thus to exclude them from the right to participate in auctions on a limited or unlimited basis. This is only permissible if there is an important reason which shows that the continuation of a legal relationship with the blocked person is no longer reasonable for us.

7. The Organiser may cancel an auction at any time before the end of the bidding period if it decides to do so at its reasonable discretion for an objective reason. In the event of system failures due to technical circumstances, the Organiser shall also be entitled to cancel the auction. In this respect, the Organiser expressly reserves the right to cancel the respective offer placed on the Internet for the individual horses. The decision to cancel the auction will be communicated on the Internet platform with a keyword-like indication of the reason. The bids already submitted shall expire without replacement upon notification. This reservation to cancel the offer for sale to the highest bidder shall expire at the end of the auction in the case of an auction conducted in accordance with the announcement and terminated at the end of the bidding period, without the need for a separate declaration by the Organiser. Claims for damages by Bidders in the event of technical problems in the handling of the Internet Auction, in particular in the event of system failures, non-access of bids or their rejection for technical reasons, are excluded.

8. The organiser maintains a hotline during the running auctions, which can be reached during the time stated on the internet platform with the charges stated there at the expense of the caller. This hotline serves only to resolve handling problems and not to accept bids. No promises are made via the hotline, nor are any contractual agreements of any kind concluded. For technical questions, please contact WeAuction BV (www.weauction.nl) at +32476258647. You can reach the hotline on weekdays from 10:00 - 17:00. For all other questions, please contact the Organiser by email at auktion@pzvmv.de.

IV. Details of the object to be auctioned

1. The horses offered for auction on the platform of the organiser shall be offered with at least the following details:

UELN, sex, age, colour, pictures, video, pedigree.

However, the above information is merely a description of the object to be auctioned, the Organiser thus does not assume any guarantee for a corresponding quality and the information is also not the content of a quality agreement with regard to the future purchase contract. No guarantee is given for the breeding suitability of the horse put up for auction. In particular, the insemination ability of stallions has not been tested by the organiser. The ability to inseminate is not an agreed condition. Other information/descriptions of the organiser on the internet platform regarding the respective horses not listed above are also not the subject of a quality agreement. The descriptions of the horses merely reflect the subjective impression of the organiser. The size specifications are approximate values. A difference to the actual size is possible. These details/descriptions are not details in the sense of a quality agreement. Subject to errors.

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2. The location of the horse after the end of the auction is with the respective exhibitor. Due to the technical and organisational handling of the Internet auction, an inspection of the horse prior to the conclusion of the purchase contract is only possible by prior arrangement.

3. The horses entered in the Internet Auction have been clinically and radiographically examined (18 standard x-rays) in preparation for the licensing and the Internet Auction. A veterinary examination report has been drawn up on the examinations carried out, which can be viewed by registered customers via a link to the horse entered in the auction. The bidder is advised to have the veterinary examination report interpreted by his own veterinarian at his own expense. The latter may request the radiographs from the Organiser at the Bidder's expense. The bidder is strongly advised to make use of this possibility of being informed about the health condition of the respective horse in his own interest. For technical reasons, the request for the veterinary records can be made by e-mail. The result in the form of objective findings of the examination protocol, which is exclusively based on the clinical and radiological examination and which can be viewed in writing, as well as the condition visible on the x-rays, is a description of the health condition of the horse entered in the auction, but does not constitute an agreement as to condition within the meaning of § 434 BGB (German Civil Code).

4. The result in the form of objective findings, the written examination report, which refers exclusively to the clinical and radiological examinations and is available for inspection, is a description of the health condition of the horse placed in the Internet auction. However, the descriptions of the horse offered recorded in the examination report do not become the subject matter of the quality agreement and do not constitute an owed quality.

V. Prices and terms of payment

1. All prices and bids quoted are exclusive of the applicable value added tax. The value added tax depends on the assessment of the exhibitor (seller) and may therefore vary depending on the exhibitor. The VAT will be indicated after notification by the exhibitor. The organiser accepts no liability for this information. Should there be a change afterwards, the difference must be paid by the buyer or will be refunded.

2. The organiser claims remuneration for his activity as organiser of the online auction, as well as costs and taxes, the amount of which is based on the hammer price. The highest bidder who has won the auction must, as the buyer, pay the organiser a remuneration amounting to 6% of the purchase price plus the legally applicable value added tax. In addition, the buyer shall bear the costs of insuring the stallion in the amount of a percentage of the purchase price - gross - including the sales fee - gross. Upon acceptance of the bid, the buyer shall instruct the organiser to take out this insurance in his name and for his account for the object of purchase.

3. The hammer prices are net prices.

4. The organiser has arranged compulsory insurance with Vereinigte Tierversicherung for the horse to be auctioned off and shall charge the buyer an amount of 1.25% of the gross price plus insurance tax for this purpose.

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5. The organiser shall issue the following statement of account to the participant who has won the auction:

Final price of the auction (=highest bid/highest hammer price).

If applicable, plus the sales tax rate of the seller (as stated in the offer: commercial or opting farmer = 19%, flat-rate farmer = 10.7%, hobby breeder/private = 0%, commercial seller from the European Union = individual tax rate of the country)

= selling price

plus auction fees amounting to 6% of the hammer price

plus applicable sales tax currently 19%

= Subtotal

plus 1,00% of the subtotal for insurance

plus 19% insurance tax on insurance premium

=settlement amount

Settlement example with a hammer price of 10,000 Euros for the buyer

Sales tax assessment seller	private/hobby (0%)	Pausch. Landwirt (9,5%)	Entrepreneur/commerical (19%)
Hammer price	10.000,00 €	10.000,00 €	10.000,00 €
plus VAT	- €	950,00 €	1.900,00 €
Selling price	10.000,00 €	10.950,00 €	11.900,00 €
Auction fee (6%)	600,00 €	600,00 €	600,00 €
plus 19% VAT	114,00 €	114,00 €	114,00 €
Subtotal	10.714,00 €	11.664,00 €	12.614,00 €
1 % insurance	107,14 €	116,64 €	126,14 €
plus 19 % insurance tax	20,41 €	22,16 €	23,97 €
Settlement amount	10.841,55 €	11.802,80 €	12.764,11 €

Settlement with the seller shall take place after confirmed transfer of the horse to the new owner. The Seller shall remain the owner of the horse within the meaning of the BGB until the purchase price has been paid in full by the Buyer. The seller agrees to a credit in the sense of § 393 HGB. The title deed (in the case of foreign horses, the pedigree certificate) shall only be handed over to the buyer after full payment has been made.

6. With the confirmation of the conclusion of the contract of sale, the bidder shall receive the invoices indicating the price and the VAT. The deduction of cash discount is not permitted. The purchase price is due immediately and without deduction upon confirmation of the conclusion of the purchase contract. The statutory regulations concerning the consequences of default in payment shall apply. Upon conclusion of the purchase contract, the risk within the meaning of § 446 BGB (German Civil Code) shall pass to the buyer, even if the horse initially remains in the custody of the organiser or seller.

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7. The delivery of the auctioned stallion to the buyer or to the carrier shall only take place after full payment of the purchase price. The buyer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by us. The purchaser is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

8. The settlement amount is irrevocably assigned to the organiser by the seller for collection. Until full payment of the settlement amount by the purchaser, the horse shall remain the property of the seller (retention of title according to § 449 BGB). In the event of payment by cheque or bank transfer, the transfer of ownership shall take place at the time of the unconditional crediting of the settlement amount to the organiser's account. Prior to the transfer of ownership, the pledging, transfer by way of security, processing or transformation of the horse is not permitted without the organiser's consent.

9. The settlement amount is due for payment to the organiser immediately after the end of the auction. The buyer from abroad will be charged additionally with the accruing fee for the services of the official veterinarian. The seller has irrevocably assigned his own payment claims to the organiser for collection and the organiser has accepted the assignment. If the buyer does not pay the settlement amount within 7 working days (including Saturday) after the end of the auction, the seller may withdraw from the purchase contract and sell the horse elsewhere. In this case, the first buyer is liable for any shortfall in proceeds and is also liable for damages to the organiser.

10. In the event that several persons on the buyer's side have purchased a horse at auction, they shall be liable to the exhibitor for claims arising from the auction purchase (purchase price, acceptance, etc.) as joint and several debtors. Furthermore, the buyers are entitled to their own claims from the auction transaction as joint and several creditors, so that the seller/exhibitor is entitled to make payment to each of the buyers.

VI. place of fulfilment, transfer of risk, takeover of the horse

1. In principle, the bid prices/invoice prices shall apply from the location of the horse if the buyer collects the horse himself. The specified location is the place of performance agreed upon in the concluded contract. The auctioned horse will not be shipped, even at the request of the buyer. However, the organiser is prepared, upon request and without obligation, to name forwarding agents with contact details for selection, who will undertake the transport on behalf and for the account of the buyer against remuneration as a favourable standard delivery.

2. The horse shall remain with the seller until the agreed acceptance, at the latest up to 14 days after the end of the auction. Until then, it shall be maintained by the seller free of charge. The date of acceptance shall be agreed between the exhibitor and the buyer. The horse purchased at the auction must be collected from its location by the buyer. The risk of accidental loss and deterioration of the horse shall pass to the buyer upon acceptance. In any case, the horse will only be handed over after full payment has been made.

A later acceptance can be bindingly agreed between the exhibitor and the buyer, whereby the costs for the buyer are to be agreed with the seller. Should there be a delayed acceptance which has not been agreed between the buyer and seller, costs will be charged per calendar day for the safekeeping and care of the auctioned horse, irrespective of the continuing obligation to collect the horse, at an amount of € 50.00 plus VAT at the statutory rate, including veterinary and blacksmith costs. A prerequisite for acceptance is that the horse has been examined by a specialist equine veterinarian to be commissioned by the Seller and found to be free of defects.

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The Buyer shall be present at the examination if possible; if he is prevented from attending, he shall be informed of the result of the examination immediately by sending a written certificate.

VII. Insurance

The organiser has taken out life insurance for all horses offered for sale at the online auction in the event of a successful bid. The respective contract is transferred to the buyer as legal successor upon successful acceptance of the bid. The insurance premium will be invoiced with the auction settlement. The details can be found in the insurance conditions of Vereinigte Tierversicherung a.G. There is insurance cover from the time of the successful bid with:

R+V Versicherung AG
Vereinigte Tierversicherung Gesellschaft a.G.
Raiffeisenplatz 1, D-65189 Wiesbaden, Germany
Your contact person: Ralf Mahnke

VIII Assumption of debt. Liability, limitation period

1. If the seller is a consumer within the meaning of § 13 BGB or both parties are entrepreneurs within the meaning of § 14 BGB, all rights in respect of defects and any liability for material defects shall be excluded.

2. The exclusion of liability agreed in accordance with section IX 1. shall not apply to personal injury resulting from death, physical injury or damage to health caused by at least negligent or intentional breach of duty by the seller or the seller's legal representative or vicarious agent. The exclusion of liability shall also not apply to other damage caused by a grossly negligent or intentional breach of duty on the part of the Seller, its legal representative or vicarious agent.

3. In the event of a defect, the Seller shall be entitled to subsequent performance. Should the rectification of the defect be unreasonable or impossible, the Seller shall be entitled to make a subsequent delivery.

4. Should the buyer effectively withdraw from the purchase contract the seller shall owe the repayment of the purchase price concurrently against surrender and transfer of ownership of the horse. In addition, the seller shall owe compensation for the necessary use of the object of purchase, e.g. for feeding and stabling costs, blacksmithing costs and, in specific emergencies, veterinary costs. Costs of renting a boarding place are necessary up to the amount of € 7.00 per day. The seller is not liable for all other costs. The seller shall indemnify the organiser with regard to liability towards buyers.

Excluded from this exclusion is the Seller's liability for personal injury resulting from death, bodily injury or damage to health caused by a negligent or intentional breach of duty on the part of the Seller or his legal representative or vicarious agent. The same shall apply to other damages based on a grossly negligent breach of duty by the Seller or on an intentional or grossly negligent breach of duty by its legal representative or vicarious agent.

The right of the seller to the surrender of benefits or compensation for the value of benefits derived, consumption, sale, encumbrance, processing, transformation, deterioration or destruction of the horse shall remain unaffected. The Seller shall reimburse the actual costs of a return transport only within Germany. In this respect, costs up to the amount of € 0.50 per kilometre driven shall be reimbursed. In the case of return transport abroad, the seller shall pay the costs from the point at which the border is crossed. 5.

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5. Liability of the organiser from the brokered sales contract is excluded. The exclusion of liability does not apply to personal injury due to death, bodily injury or damage to health resulting from at least a negligent breach of duty on the part of the organiser or an intentional or negligent breach of duty on the part of his legal representative or vicarious agent. This shall also not apply to other damage caused by a grossly negligent breach of duty on the part of the Organiser or an intentional or grossly negligent breach of duty on the part of a legal representative or vicarious agent of the Organiser.

6. The organiser and the sellers do not assume any guarantees. This applies in particular to specific qualities or intended uses. It is known that the further development and future performance of the horses is not foreseeable and depends on a multitude of different factors. Any verbal statements made by the sellers and the organiser about the allocation with regard to certain suitability in equestrian sport or in horse breeding do not constitute an agreement on condition, but are declarations of knowledge based on the subjectively formed impressions of the sellers and the organiser.

IX. Liability period, obligation to examine and give notice of defects

The limitation period for claims for defects, including claims for damages, is 12 months, calculated from the statutory commencement of the limitation period. This does not apply to the claims described in § 437 BGB if the purchaser is a consumer. In this case, the period of limitation is two years, however, the liability for any defects, even towards consumers, is limited to one year calculated from the handover of the horse.

If the purchaser is an entrepreneur in the sense of § 310 para. 1 BGB (German Civil Code), the purchaser's claims for defects presuppose that he has duly fulfilled his obligations to inspect the goods and give notice of defects in accordance with § 377 HGB (German Commercial Code).

X. Place of jurisdiction, severability clause, German law

1. The place of performance for all mutual obligations arising from the purchase contract shall be Rostock. If the customer is a merchant and the business relationship in dispute is attributable to the operation of his trade, the organiser's place of business shall also be the place of jurisdiction.

2. All rights and obligations arising from and in connection with the contractual relationship shall be governed by non-unified German law, namely the law of the BGB/HGB. The application of the UN Convention on Contracts for the International Sale of Goods (CISG: United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980) is excluded.

3. Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by the statutory provisions. The same applies accordingly in the event that the contract proves to be incomplete.

XI. Data protection

The necessary data of the participants in the auction shall be collected and stored for the transaction of business. The processing of personal data shall comply with the statutory provisions. Further details can be found in the data protection declaration available in our online offer. Upon request, the participant will receive information about the personal data stored about him/her at any time.

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XII Final Provisions

1. These Auction Terms and Conditions are available in German and English. In the event of contradictions, the German version alone shall prevail; in the event of interpretations, the German version shall also be primarily used and authoritative for the interpretation of the English version.

2. The Promoter reserves the right to amend or supplement these Auction Terms and Conditions in the future. The admitted bidders shall be informed separately by e-mail of any amendments or supplements to these Terms and Conditions during ongoing auctions. The amended or supplemented terms and conditions shall only apply if the bidder places a new bid after receiving the notice.

3. The EU Commission has provided a platform for online dispute resolution (so-called "ODR platform"). The ODR platform is intended to serve the extrajudicial settlement of disputes in the context of disputes arising from online contracts. The OS platform can be accessed at the following link: <https://ec.europa.eu/consumers/odr>. In accordance with § 36 VSBG, we inform you that we are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

Cancellation policy

You have the right, unless you are an entrepreneur in the sense of § 14 BGB (German Civil Code), to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the day of the conclusion of the contract. In order to exercise your right of revocation, you must send us, the

Verband der Pferdezüchter MV e.V.

Charles-Darwin-Ring 4

18059 Rostock

Germany

Tel: +49 (0)381 44033870

Fax: +49 (0)38144033877

by post, by telephone or by e-mail by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. You may use the enclosed model withdrawal form for this purpose, which is, however, not mandatory. To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the cancellation

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services

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provided for in the contract. The organiser and seller may refuse repayment until he has received the goods back, whichever is the earlier. The buyer shall bear the direct costs of returning the horse.

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form).

- Verband der Pferdezüchter MV e.V., Charles-Darwin-Ring 4, 18059 Rostock, Germany. Tel: +49 (0)381 44033870 Fax: +49 (0)38144033877 auktion@pzvmv.de

- I/we (*) hereby revoke the contract concluded by me/us (*) for the provision of the following service (*)

- Ordered on (*)

- Name of the consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only in case of paper communication)

- Date

(*) Delete where inapplicable.