

## **Auction conditions online auction Mecklenburger Körtage 2023 (AGB)**

### **I General information**

The Verband der Pferdezüchter Mecklenburg-Vorpommern e.V. (hereinafter referred to as the "Organizer"), 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") in the name and for the account of the exhibitors (hereinafter also referred to as "seller" and "owner") (commission business). The Verband der Pferdezüchter Mecklenburg-Vorpommern e.V. does not offer horses itself and does not become a contractual partner of 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 and the legal relationship with the bidder and the exhibitor are based on these Online Auction Terms and 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, general terms and conditions, data protection provisions and the revocation policy. No further confirmation by the organizer is required. By registering the horse, the exhibitor accepts these terms and conditions of the "Online Auction". In the event of a successful bidding process, a purchase contract is only concluded between the exhibitor and the buyer with the highest bid.

These GTC shall apply exclusively; terms and conditions that conflict with or deviate from these GTC shall not be recognized 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 that the Buyer's terms and conditions conflict with or deviate from these GTC.

All agreements made between the organizer and the purchaser for the purpose of executing a concluded contract are set out in these GTC. In principle, these GTC apply equally to entrepreneurs (Section 14 BGB) and consumers (Section 13 BGB), unless their validity is expressly restricted with regard to individual clauses in their scope of application.

The property rights and copyrights to illustrations, videos, drawings, descriptions and other documents used by the organizer for the auction are reserved. Before passing them on to third parties, the bidder, the buyer and any third party require the express written consent of the organizer.

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>) and 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 organizer. Participants can only be assigned a single account. The Organizer reserves the right to block a user from placing bids and to revoke the registration. A participation contract is concluded between the organizer and the participant, which is based on these GTC. There is no right to participate.

2. When opening the registration, all questions asked by the organizer in the registration form must be answered truthfully and completely and any copies requested must be enclosed. Each participant must also state whether he/she is a consumer within the meaning of Section 13 of the German Civil Code (BGB) or an entrepreneur within the meaning of Section 14 BGB. By sending the registration form or the registration mask, the participation contract is valid. Sending the registration form also constitutes a binding offer to the operator of the online platform to conclude a contract of use. If the registration is accepted by the organizer/operator, the user will receive a confirmation by e-mail with a personalized link. This also constitutes the conclusion of 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.

If a participant provides incorrect information, the participation contract may be terminated by the organizer without notice. The organizer also reserves the right to block a user from submitting bids and to revoke registration. In addition to the participant's IP address, the organizer and third parties commissioned by the organizer 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 organizer. Should the data provided during registration change, the user is obliged to notify [auktion@pzvmv.de](mailto:auktion@pzvmv.de) of the change to the user data immediately by e-mail.

## **Auction conditions online auction Mecklenburger Körtage 2023 (AGB)**

3. Natural persons may only register for use if they are of legal age and have unlimited legal capacity.
4. Natural persons authorized to represent a legal entity must be named, with their full name, address and type of authorization to represent.
5. After registration, new users receive a temporary password and a link to activate their user account by e-mail. This e-mail is also the confirmation of the user contract. A new personal password must be created by clicking on the confirmation link. Every user is obliged to keep their 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 is liable to the organizer for all damages resulting from misuse of his/her password if the misuse was culpably caused by the participant. Liability also includes indemnification against third-party claims against the organizer. If the participant becomes aware of the misuse or loss of access data, he/she must inform the organizer immediately by telephone so that access can be blocked.
6. The participant can terminate the participation contract at any time by sending an e-mail to: [auktion@pzvmv.de](mailto:auktion@pzvmv.de). His access and password will then be deactivated at the end of the auction. All registered data will be permanently deleted after the termination, unless they are required for an ongoing bidding process or the processing of an already completed purchase. This means that an online auction that 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 regardless of this. The organizer is entitled to terminate the participation contract without notice for good cause. This applies in particular if the participant refuses to fulfill the contract concluded by way of the auction for no reason or never intended to fulfill it. The organizer is entitled to exclude the participant from further events.

### **III Procedure of the Internet auction**

1. The respective internet auction begins with an offer placed on the internet by the organizer on the platform. This is a declaration of intent by the exhibitor aimed at the conclusion of a purchase contract. The bidding time is also specified in the offer by stating "end of auction". This offer cannot be accepted by simply saying "yes", but is a pre-declared acceptance of the highest bid. The exhibitor shall only accept the highest bid that is effectively submitted by a bidder within the specified bidding period in accordance with the conditions of these GTC.
2. Bids can only be submitted via the mask for registered bidders installed on the auction platform and only online. Bids submitted by other means will not be considered, even if they are received by the organizer during the bidding period. Bids for which the bidder has not declared that he agrees to the validity of these GTC for the specific auction and has taken note of the revocation instructions will also not be accepted. Bids submitted up to 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 organizer by the end of the auction. Transmission is at the risk of the bidder. The organizer is not responsible for any technical delays, even if the transmission channels are overloaded.

By clicking on the "Bid" button, the bidder submits a binding bid to the organizer to conclude 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 each bidder is conditional upon the submission of a higher bid. The respective bidder is bound to the bid submitted by him until the end of the bidding period. Bids that are below the minimum bid will not participate in the auction, even if the organizer does not receive a higher bid by the end of the auction. An effective bid must correspond to the minimum bid and be at least one bidding step above the bid of the previous bidder. The bidding steps are determined in advance by the organizer and are not freely selectable by the bidder; the system specifies the respective possible bidding steps. If there are two or more identical highest bids at the end of the auction period, the highest bid received first will be accepted. All monetary amounts refer to the euro currency (€) and all bids quoted are subject to the applicable sales tax.

3. At the end of the auction, the maximum bid is replaced by a step-by-step function ("Bid up"). The respective increment and the final price are displayed directly to the participant. In the last 180 seconds before the end of the auction, each bidding activity extends the countdown timer by a further 180 seconds. If no more bids are placed during this time, the auction ends. An extension of the closing time for a previous lot does not lead to an extension for the following lot.

## **Auction conditions online auction Mecklenburger Körtage 2023 (AGB)**

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 organizer can resume the online auction and set a new auction end date. In this case, the highest valid bid submitted up to that point shall be set as the starting price.

5. The starting bid for unlicensed stallions is € 10,000.00, for licensed stallions € 12,500.00 and for premium stallions € 20,000.00. Alternatively, bids can be made in three different bidding steps, which are staggered as follows up to a bid of € 15,000:

- Bidding step 1: 250,00 €
- Bidding step 2: 500,00 € (double of bidding step 1)
- Bidding step 3: 1,250.00 € (five times bidding step 1)

From a bid of over €15,000 and up to a bid of €50,000, bids can only be made according to the following scale:

- Bidding step 1: 500,00 €
- Bidding step 2: 1.000,00 € (double of bidding step 1)
- Bidding step 3: 2,500.00 € (five times bidding step 1)

From a bid of more than € 50,000 and up to a bid of € 100,000, bids can only be made according to the following scale:

- Bidding step 1: 1.000,00 €
- Bidding step 2: 2.000,00 € (double of bidding step 1)
- Bidding step 3: 5,000.00 € (five times bidding step 1)

From a bid of over €100,000, alternative bids can only be made in accordance with the following scale:

- Bidding step 1: 2.000,00 €
- Bidding step 2: 4.000,00 € (double of bidding step 1)
- Bidding step 3: 10,000.00 € (five times bidding step 1)

Incoming bids are prioritized strictly according to the time they are received. If there are two or more identical highest bids at the end of the auction, the bid received first will win the auction. All times are determined by the server's system time

6. Notification of the conclusion of the contract: The purchase contract for the auctioned horse is concluded without a separate knockdown by the highest bid effectively submitted by the registered bidder (at the end of the bidding period). The organizer is not responsible for delays caused by technical reasons - even if the transmission channels are overloaded. The bidder who has submitted the highest effective bid at the end of the auction will be notified of this in text form by e-mail or by other means on a durable medium. The receipt of the notification is the confirmation of the already concluded purchase contract and not an additional prerequisite for its conclusion. Bidders who have not submitted the highest bid will not receive any notification. The highest bid will only be stated anonymously on the platform immediately after the bidding period has expired. The notification to the buyer contains a confirmation of the contract in accordance with § 312 f BGB (German Civil Code), in which the content of the contract is reproduced and contains the information required in Article 246 a of the Introductory Act to the German Civil Code, including the cancellation policy.

7. The organizer is entitled, at its 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 for a limited or unlimited period of time. This is only permissible if there is an important reason that makes it unreasonable for us to continue a legal relationship with the blocked person.

8. The organizer may cancel an auction at any time before the end of the bidding period if he decides to do so at his reasonable discretion for an objective reason. In the event of system failures due to technical circumstances, the organizer is also entitled to cancel the auction. In this respect, the organizer expressly reserves the right to revoke the respective offer placed on the Internet for the individual horses. The decision to cancel the auction will be communicated on the Internet platform, stating the reason in key words. Any bids already submitted shall expire without replacement upon notification. This reservation to revoke the offer to

## **Auction conditions online auction Mecklenburger Körtag 2023 (AGB)**

sell to the highest bidder expires at the end of the auction, without the need for a separate declaration by the organizer, if the auction is conducted in accordance with the announcement and ends at the end of the bidding period. Claims for damages by bidders in the event of technical problems in the processing of the Internet auction, in particular in the event of system failures, non-access to bids or their rejection for technical reasons, are excluded.

9. The Organizer shall maintain a hotline during the ongoing auctions, which can be reached at the time specified on the Internet platform at the caller's expense for the fees specified there. This hotline is only used to resolve processing problems and not to accept bids. No promises are made or contractual agreements of any kind concluded via the hotline. For technical questions, please contact WeAuction BV ([www.weauction.nl](http://www.weauction.nl)) at +32476258647. You can reach the hotline on weekdays from 10:00 - 17:00. For all other questions, please contact the organizer by e-mail at [auktion@pzvmv.de](mailto:auktion@pzvmv.de).

### **IV. Information on the auctioned property**

1. The horses offered for auction on the organizer's platform shall be offered with at least the following information: UELN, sex, age, color, pictures, video, pedigree.

However, the above information is merely a description of the auctioned object, the organizer does not guarantee the corresponding quality and the information is not part of a quality agreement with regard to the future purchase contract. No guarantee is given for the suitability for breeding of the horse offered. In particular, the fertility of stallions has not been tested by the organizer. Fertility is not an agreed quality. Further information/descriptions of the organizer on the internet platform regarding the respective horses, which are not listed above, are also not the subject of a quality agreement. The descriptions of the horses merely reflect the subjective impression of the organizer. The size specifications are approximate values. A difference to the actual size is possible. These details/descriptions are not information in the sense of a quality agreement. Subject to errors.

2. The location of the horse after the end of the auction is at the respective exhibitor. Due to the technical and organizational 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 listed in the internet auction have been clinically and radiographically examined (18 standard radiographs) in preparation for the licensing and the internet auction. A veterinary examination report has been prepared on the examinations carried out, which can be viewed by registered customers via a link next to the horses entered in the auction. Bidders are advised to have the veterinary examination report interpreted by their own veterinarian at their own expense. The veterinarian can request the X-ray images from the organizer at the bidder's expense. The bidder is strongly recommended 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 veterinary records can be requested by e-mail. The result in the form of objective findings of the written and accessible examination report, which refers exclusively to the clinical and radiographic examination, as well as the condition visible on the radiographs is a description of the health condition of the horse put up for auction, but does not constitute a quality agreement within the meaning of § 434 BGB.

4. The result in the form of objective findings, the written and accessible examination report relating exclusively to the clinical and radiographic examinations, is a description of the health condition of the horse listed in the Internet auction. However, the descriptions of the horse listed in the examination report do not become the subject of the quality agreement and are not a quality owed.

### **V. Prices and terms of payment**

1. All prices and bids quoted are subject to the applicable sales tax. VAT is based on the exhibitor's (seller's) assessment and may therefore vary depending on the exhibitor. The VAT will be stated after notification by the exhibitor. The organizer assumes no liability for this information. If a change is subsequently discovered, the difference must be paid by the buyer or will be refunded.

2. The organizer shall claim remuneration as well as costs and taxes for his activity as organizer of the online auction, the amount of which shall be based on the hammer price. The highest bidder who has won the auction must, as the buyer, pay the organizer a fee of 6% of the purchase price plus the legally applicable VAT. In addition, the buyer shall bear the costs of insuring the stallion as a percentage of the purchase price - gross - including the sales fee - gross. Upon acceptance of the bid, the buyer instructs the organizer to take out this

## Auction conditions online auction Mecklenburger Körstage 2023 (AGB)

insurance in his name and for his account for the object of purchase.

3. The hammer prices are net prices

4. The organizer has arranged compulsory insurance with Vereinigte Tierversicherung for the horse to be auctioned and charges the buyer an amount of 1% of the gross price plus insurance tax.

5. In detail, the organizer shall issue the following invoice to the participant who has been awarded a contract:

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

If applicable, plus VAT rate of the seller (as specified in the offer: commercial or opting farmer = 19%, flat-rate farmer = 9%, hobby/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% of the subtotal for insurance

plus 19% insurance tax on the insurance premium

=Settlement amount

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

Sales tax assessment seller	Private/hobby (0%)	Flat rate. Farmer (9%)	Entrepreneur/commercial (19%)
Hammer price	10.000,00 €	10.000,00 €	10.000,00 €
plus VAT	- €	900,00 €	1.900,00 €
Selling price	10.000,00 €	10.900,00 €	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 €	11.614,00 €	12.614,00 €
1% Insurance	107,14 €	116,14 €	126,14 €
plus 19 % insurance tax	20,36 €	22,07 €	23,97 €
Settlement amount	10.841,50 €	11.752,21 €	12.764,11 €

Settlement with the seller takes place after confirmed handover of the horse to the new owner. The seller remains the owner of the horse within the meaning of the German Civil Code (BGB) until the purchase price has been paid in full by the buyer. The seller agrees to credit in the sense of § 393 HGB. The certificate of ownership (in the case of foreign horses, the pedigree certificate) will only be handed over to the buyer after full payment has been made.

6. Upon confirmation of the conclusion of the purchase contract, the bidder shall receive the invoices stating the price and VAT. The deduction of discounts is not permitted. The purchase price is due immediately and without deduction upon confirmation of the conclusion of the purchase contract. The statutory regulations regarding the consequences of default of payment shall apply. Upon conclusion of the purchase contract, the risk in the sense of § 446 BGB is transferred to the buyer, even if the horse initially remains in the custody of the organizer or seller.

7. The auctioned stallion shall only be handed over to the purchaser or the carrier after the purchase price has been paid in full. The purchaser shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognized by us. The purchaser is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

8. The settlement amount is irrevocably assigned to the organizer by the seller for collection. The horse shall remain the property of the seller until the settlement amount has been paid in full by the buyer (retention of title in accordance with § 449 BGB). In the case of payment by cheque or bank transfer, the transfer of

## **Auction conditions online auction Mecklenburger Körtag 2023 (AGB)**

ownership shall take place at the time of the unconditional crediting of the settlement amount to the organizer's account. Prior to the transfer of ownership, pledging, transfer by way of security, processing or transformation of the horse is not permitted without the consent of the organizer.

9. The invoice amount is due for payment to the organizer immediately after the end of the auction. The buyer from abroad will be charged an additional fee for the services of the official veterinarian. The seller has irrevocably assigned his own payment claims to the organizer for collection and the organizer 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. The first buyer is liable for any shortfall in proceeds and is also liable to pay compensation to the organizer.

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 creditors, so that the seller/exhibitor is entitled to make payment to each of the buyers.

11. The VAT invoiced for buyers resident abroad cannot be refunded by flat-rate farmers (9%), as this is not payable by the exhibitor to the tax authorities. VAT exemption can be granted for the auction fee after submission of the necessary documents. If the exhibitor is a commercial or opting farmer (19%), the VAT exemption does not change. Furthermore, export details and transportation decisions must be made by the buyer promptly after purchase.

### **VI Place of performance, collection of the horse, transfer of risk**

1. In principle, the bidding prices/invoice prices apply ex location of the horse if the buyer collects the horse himself. The specified location is the place of fulfillment agreed upon in the concluded contract. The auctioned horse will not be shipped, even at the buyer's request. However, the organizer is prepared, upon request, to name non-binding forwarding agents with contact details for selection, who will take over the transport on behalf of and for the account of the buyer against payment as a cheap 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 acceptance date is to be agreed between the exhibitor and the buyer. The auctioned horse must be collected at 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 must be agreed with the seller. In the event of late acceptance, which has not been agreed between the buyer and seller, the costs for the safekeeping and care of the auctioned horse will be charged at a rate of € 50,00 per calendar day plus VAT, including veterinary and farrier costs, irrespective of the continuing obligation to collect the horse. A prerequisite for acceptance is that the horse has been examined by a specialist veterinarian for horses to be commissioned by the seller and found to be free of defects. If possible, the buyer should be present at the examination; if he is unable to attend, he must be informed immediately of the result of the examination by sending a written certificate.

### **VII Insurance**

The organizer has insured the life of all horses offered in the online auction in the event of a successful bid. The respective contract is transferred to the buyer as legal successor upon successful knockdown. The insurance premium will be invoiced with the auction invoice. The details can be found in the insurance terms and conditions of Vereinigte Tierversicherung a.G. Insurance cover is provided from the time the bid is accepted at the auction:

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

### **VIII Assumption of debt. Liability, statute of limitations**

## **Auction conditions online auction Mecklenburger Körtag 2023 (AGB)**

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 warranty rights and any liability for material defects are excluded.

2. The exclusion of liability agreed in accordance with Section IX 1 shall not apply to personal injury resulting from injury to life, limb or 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 also does not apply to other damages that are based on a grossly negligent or intentional breach of duty by the seller, its legal representative or vicarious agent.

3. In the event of a defect, the seller is entitled to subsequent performance. If rectification is unreasonable or impossible, the seller is entitled to make a subsequent delivery.

4. Should the buyer effectively withdraw from the purchase contract, the seller owes the repayment of the purchase price concurrently with the return and reassignment of the horse. In addition, the seller owes compensation for the necessary use of the object of purchase, e.g. for feeding and stabling, farrier's and, in specific emergencies, veterinary costs. The costs of renting a boarding place are necessary up to the amount of € 7,00 per day. The seller is not liable for any other costs. The seller indemnifies the organizer against liability towards buyers.

Excluded from this exclusion is the seller's liability for personal injury resulting from injury to life, body or health caused by a negligent or intentional breach of duty by the seller or his legal representative or vicarious agent. The same applies to other damages resulting from a grossly negligent breach of duty on the part of the seller or an intentional or grossly negligent breach of duty on the part of the seller's legal representative or vicarious agent.

The seller's right to the return of benefits or compensation for the value of benefits derived, consumption, sale, encumbrance, processing, transformation, deterioration or destruction of the horse remains unaffected. The seller shall only reimburse the actual costs of return transportation within Germany. In this respect, costs of up to € 0.50 per kilometer driven shall be reimbursed. In the case of return transportation abroad, the seller shall pay the costs from the time the horse crosses the border.

5. Liability of the organizer from the brokered purchase contract is excluded. The exclusion of liability does not apply to personal injury due to injury to life, body or health, which is based on at least a negligent breach of duty by the organizer or an intentional or negligent breach of duty by its legal representative or vicarious agent. This also does not apply to other damages that are based on a grossly negligent breach of duty by the organizer or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the organizer.

6. The organizer and the sellers assume no guarantees. This applies in particular to certain characteristics 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 organizer regarding the allocation of certain suitability in equestrian sport or horse breeding do not constitute a quality agreement, but are declarations of knowledge based on the subjective impressions of the sellers and the organizer.

### **IX Liability period, obligation to inspect and give notice of defects**

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

If the purchaser is an entrepreneur within the meaning of Section 310 (1) BGB, the purchaser's claims for defects presuppose that he has properly fulfilled his obligations to inspect the goods and give notice of defects in accordance with Section 377 HGB.

### **X Place of jurisdiction, severability clause, German law**

1. Place of performance for all mutual obligations arising from the purchase contract is Rostock. If the customer is a merchant and the disputed business relationship is attributable to the operation of his trade, the

## **Auction conditions online auction Mecklenburger Körtag 2023 (AGB)**

place of business of the organizer is also 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 April 11, 1980) is excluded.

3. Should individually provisions of these GTC 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 auction participants is collected and stored for the purpose of processing the transaction. The statutory provisions are observed when processing personal data. 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. By registering, the user/participant of the auction agrees that his/her data may be used for the further use of advertising emails and contacting, including by other platforms and other companies. The participant can object to this use at any time.

### **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 apply; in the event of interpretations, the German version shall also be used in the first instance for the interpretation of the English version and shall prevail.

2. The organizer reserves the right to change or amend these auction conditions for the future. Approved bidders will be notified separately by e-mail of any amendments or additions to these terms and conditions during ongoing auctions. The amended or supplemented conditions shall only apply if the bidder submits another bid after receiving the notification.

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

### **Cancellation policy**

You have the right, unless you are an entrepreneur within the meaning of § 14 BGB, to cancel this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract. To exercise your right of withdrawal, you must inform 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, telephone or e-mail by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached sample withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

### **Consequences of revocation**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event

## **Auction conditions online auction Mecklenburger Körtage 2023 (AGB)**

not later than 14 days from the day on which we are informed about your decision to withdraw 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 for this repayment. If you have requested that the services should commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract. The organizer 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 withdrawal form**

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

- 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 the consumer(s)

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- Signature of the consumer(s) (only for notification on paper)