

Sign up your horse for the Baltic Horse Auction

-> email this document to info@baltichorse.auction or submit a digital copy

For all communication, use the name and UELN of your horse as subject, please.

AUCTION SERVICE AGREEMENT

Oct XXX, 2021, Riga Latvia

Quality Foals Auction:

- Registrations – Oct 4 until Oct 14, 2021
- Bidding – Oct 29 until Oct 31

By filling in and signing this Auction Agreement, *the Seller* _____ (name, company name) commissions the *Baltic Horse Sales, LLC* (hereinafter jointly referred to as Parties)

to accept the Auction Lot _____ (name, type) to enter the **Quality Foals Auction 2021** online auction, and to sell the Lot for a **Target Price of EUR** _____, on behalf of the Seller.

By signing this Agreement, the Parties agree that:

1. Baltic Horse Sales LLC will carry out its duties in regards to presenting and promoting the Lot, acting solely and truthfully in accordance with Seller's best commercial interest.
2. The Seller commissions BHS LLC to auction the aforementioned Lot and to sell it to the highest bidder on behalf of the Seller.
3. BHS is authorized to collect the Purchase Price on behalf of the Seller by virtue of the assignment that is part of the Auction Service.
4. Seller agrees to sell the horse and transfer the respective ownership rights to the highest Auction Bidder who has placed a bid that is equal or higher than the Target Price, in accordance with Auction Deed statement provided by BHA upon Auction is closed, and after BHA confirms that the Buyer has settled the Purchase Price payment according to BHA invoice.
5. Seller will not undertake direct sales of the Lot/-s that has been entered to the Auction but were not sold for whatever reasons, to any of the registered Bidders of the Auction bypassing the BHS within 3 calendar months after the Auction is closed.
6. The General Terms and Conditions for the Auction, as well as the General Provisions for the Seller and General Provisions Part D shall be applicable in full to this Service Agreement.

SELLER

First name*	
Last name*	
Email*	
IBAN*	
*If you already have a complete online account at www.baltichorse.auction, fill out the above -> Then go to page 2. If you don't have a complete account, register first at https://baltichorse.auction/register OR fill out all data below. If you manage multiple accounts, please use the correct seller's email address when registering.	
Birth date (+18)	
Telephone (+ country code)	
Telephone 2 (+ country code)	
Street + house number	

Postal code	
City	
Country	
Website Language (type an X)	<input type="checkbox"/> English <input type="checkbox"/> Latvian
Type of seller (type an X)	<input type="checkbox"/> Private <input type="checkbox"/> Company
Company name	
Company street	
Company postal code	
Company city	
Company country	
Company VAT number	

FOAL	
Name of foal	
Gender (X or empty if unknown)	<input type="checkbox"/> Stallion <input type="checkbox"/> Mare
Colour	
Expected height-withers (cm)cm <input type="checkbox"/> Horse <input type="checkbox"/> Pony
Universal Equine Life Number	UELN on first page of passport:
Studbook	
Birth date	

AUCTION	
Discipline or breeding type (type an X)	<input type="checkbox"/> Jumping <input type="checkbox"/> Dressage <input type="checkbox"/> Eventing <input type="checkbox"/> Recreation <input type="checkbox"/> Other

VAT liable sale (type an X)	<input type="checkbox"/> Private sale
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	<input type="checkbox"/> Company sale
VAT % at sale (Company sale + 0% VAT = margin) (Private sale = 0% VAT)	

PEDIGREE (or send picture/scan passport pedigree page)		
SIRE:		
DAM:		

MEDIA and EXAMINATIONS	
-> email/WeTransfer all to info@baltichorse.auction (use the name/UELN of horse as subject, please)	
Pictures	- pictures of head, profile left + right, general, leg position, possible scars or remarks...
Passport	- picture or scan of cover, identification page, pedigree page
Other	- stud certificate, pregnancy certificate, embryo certificate
Videos	- gaits: walk, trot, canter... - optional: behaviour in handling in the stable, on the trailer, in traffic...
Examinations	- Clinical report (max. 45 days old)
- Preferably in English	

SELLER DECLARATION – HORSE CONDITION	
Stable vices	<input type="checkbox"/> Air sucking <input type="checkbox"/> Systematic weaving/box walking <input type="checkbox"/> Cribbing <input type="checkbox"/> Other behaviour

PRESENTATION

Horsetelelex link (or other relevant source)	
BHA Select Sale ☆	<input type="checkbox"/> No <input type="checkbox"/> Yes ☆ BHA Select Sale section = horses with remarks: f.ex. on examination, stable vices, behaviour... + add a description/reason in the presentation text below.
Displayed location for pick-up - Province or County - Country	
Info for presentation text: <i>(concise, appealing, honest and complete - we can correct and translate)</i> ...	

The seller declares that this registration has been filled out truthfully, correctly and completely.
By participating in the auction, the General Terms and Conditions and the other conditions (for Sellers) as published on <https://baltichorse.auction/conditions> are accepted as read and approved.

At printed submission of this Application, please sign each page of the General Terms and Conditions and Provisions for Sellers as attached to this form.

Sign here:

On behalf of Baltic Horse Sale LLC:

Name, surname

Signature

On behalf of the Seller:

Name, surname

Signature

GENERAL TERMS AND CONDITIONS – BALTIC HORSE AUCTION – “QUALITY FOALS” EDITION

PART B – Additional Provisions for *Sellers of Estonian Sport Horses*

In case the Participant in the Auction is a Seller, they will be subject to the General Provisions for the Seller as well as the General Provisions, as included in this Part D of the General Terms and Conditions.

1. GENERAL – REGISTRATION OF LOTS AND SELECTION FOR THE AUCTION

- 1.1. The organization, preparation and implementation of the auction is determined solely by BHS. This means among other things that BHS determines the course of events prior to and during the Auction, and has the authority not to auction or to change (the composition of) one or more lots, to not recognize a bid and declare it invalid, and suspend, resume, extend or cancel the auction and/or take other measures it deems necessary.
- 1.2. Registration of the Lots is open from October 4, 2021 until October 14, 2021.
- 1.3. “Quality Foals” Auction is open for bidding from October 29, 2021 until October 31, 2021.
- 1.4. Through the Registration, the Seller commissions the BHS to auction a specific Lot – a Foal – at Auction and to sell it at the highest bid after Award by BHS on behalf of the Seller in the context of the Auction Service, provided that this specific Lot has been accepted by BHS and admitted to the Auction, and that the Seller has also fulfilled all other obligations incumbent upon him.
- 1.5. The selection for “Quality Foals” Auction is open to foals born in 2021. The enrolment of the Foal is effected by the completion, signing, and return of the BHS Registration Form by the Seller. Seller can also register the Foal for selection on BHS Auction Website via the link “Register your horse” .
- 1.6. By registering a Lot with BHS, the Seller agrees unconditionally to the General Terms and Conditions and to the current Seller Terms and Conditions of the Auction, including but not limited to the Registration Fee, and all legal relationships with BHS and the Buyer that would result from this Registration.
- 1.7. The Seller undertakes to check the accuracy of the information in the digital catalog after the registered Lot has entered the Auction Website, as stipulated in these General Conditions, with regard to the Horse registered by the Seller, and to notify BHS in writing of any inaccuracies no later than five (5) calendar days prior to the Auction, specifying in as much detail as possible which changes or additions should be made.
- 1.8. BHS has the right at all times to refuse a Horse to be admitted to the Auction, without stating reasons. BHS is never required to compensate the Seller for any costs incurred, on any grounds whatsoever, in connection with Registration and / or selection.
- 1.9. BHS shall never be obliged, on any basis whatsoever, to reimburse costs incurred by Seller in connection with the Registration and/or selection.
- 1.10. The terms imposed on a Foal, Registration and Seller by BHS in the context of the Auction are solely made in the interest of properly conducting the Auction.

2. FEES AND PAYMENT OBLIGATIONS FOR THE SELLER

- 2.1. Non-refundable all-in Registration fee is applicable to each Lot that is registered and is accepted for the Auction. The fee is payable directly to BHS based on the invoice that will be issued to the Seller immediately after acceptance confirmation. The fees are as follows:
 - Foals born in 2021: EUR 50 excl 21% VAT per one entry
 - If 3 or more foals are being registered by the same Seller, the entry fee for 1 Foal is EUR 30 excl 21% VAT
- 2.2. The Registration Fee is payable before the Lot is being published in the Online Auction catalogue, and Seller is bound by the General Conditions and the Seller Conditions. If the Seller fails to pay the Registration fee within its due date, BHS has the right to withdraw the acceptance of the Lot, the Lot will not be published in the Online Auction catalogue and will not enter the Auction.

3. GUARANTEES AND INDEMNIFICATION

- 3.1. Seller guarantees to the Buyer as well as to BHS:
 - that they can transfer free and unencumbered ownership of the Foal.
 - That the Foal will be free of prohibited substances as included on the most recent Equine Prohibited Substances List’ (EPSL) of the Federation Equestre International (FEI) and posted on the website of the FEI (www.FEI.org) during the selection procedure, the Auction and on the moment of delivery. During the selection process and prior to the Auction, BHS will be entitled to take blood or urine samples in order to test for prohibited substances.
 - the comprehensiveness of the (results of) tests. Seller shall indemnify BHS against any claims, irrespective of their scope and nature and irrespective of by whom, for any non-conformity with respect to a sold Horse discovered during or after the Auction.
- 3.2. The Buyer shall indemnify BHS against claims made by the Buyer and/or a third party (or parties) arising from Seller’s failure to comply with the guarantees referred to in this article or any other claim by third parties.
- 3.3. If it becomes evident that prohibited substances were administered to a Foal, the Seller shall be obligated to take back the Foal immediately. All costs connected to this shall be borne by Seller. Seller shall remain obligated to BHS to fulfill all its payment obligations arising from the Agreement and these General Auction Conditions, to the extent that these relate to compensation for BHS.

4. BUYBACK

- 4.1. A Foal put up for an Auction will always be sold, unless there’s no bid for it. If no bid is placed or if the Target price has not been achieved and the Lot is therefore unsold, there are no additional selling costs/commissions for the Seller.

5. NON-PARTICIPATION TO AUCTION BY REGISTERED HORSE

- 5.1. If a registered Foal does not participate in the Auction and the Seller does not report this or has not withdrawn the registered Lot at least five (5) calendar days prior Auction start, the Seller shall owe to BHS, in addition to the Registration Fee, a penalty of EUR 550.00 per Foal, which cannot be offset, immediately and without notice of default being required.
- 5.2. The penalty referred to in paragraph 5.1. of this article does not apply in the event that a Lot is unable to participate in the Auction. Only if the Seller can demonstrate, by submitting a veterinary report from a licensed veterinarian, that the Foal is unable to participate in the Auction, the penalty referred to in paragraph 5.1. of this article will not apply.
- 5.3. BHS may at all times refuse the non-participation of a Lot in the event of a failure to comply with the aforementioned requirements or on other grounds, to be determined by BHS. BHS is never obligated to pay compensation of any damage and/or costs to the Seller arising from or as a result of a decision within the meaning of this paragraph.
- 5.4. Seller has a right to withdraw its Foal from the Auction 5 days before the auction live date, by notifying BHS in writing (via email or a letter). In case of a withdrawal, the Auction registration fee as stated in Article 2.1. of these Terms and Conditions will not be refunded.

6. PAYMENT CONDITIONS AND TRANSFER OF THE PURCHASE AFTER THE AUCTION

- 6.1. As an intermediary, BHS has the Buyer with the highest bid to fill out and sign a Purchase Contract and then requests the Buyer for full payment, on behalf of the Seller.
- 6.2. No horses/foals may be transferred to the Buyer or transporter or other third parties before BHS has confirmed in writing that the full payment has been verified on the BHS' account.
- 6.3. BHS will attempt to collect the amount due from the Buyer within 15 days after the auction. However, BHS is not responsible for the collection or cannot be held liable if this collection appears to be impossible for whatever reason. The Seller explicitly acknowledges and accepts that BHS is not liable for the inability to trace the identity of the Buyer, or for non-payment by the Buyer.
- 6.4. After receiving the full payment from the Buyer on BHS bank account, BHS then sends the Seller and the Buyer the contact details of both parties in regards to making an appointment for the transfer/delivery/collection of the Horse.
- 6.5. In case if the Buyer is a legal entity, the Seller will have to provide a final sales invoice on Buyer's name. In case of a private sale, the Seller will draw up a Sales Agreement between Seller and Buyer.
- 6.6. The delivery/collection of the horse and the transfer take place at the expense, risk and responsibility of the buyer and seller according to their mutual agreement. The Seller provides the assistance that may reasonably be expected and takes care of the lot up to and including collection, as befits a good custodian.
- 6.7. BHS transfers the final Lot sales amount to the Seller within 15 days after a written proof of transfer of the horse, its passport and invoice to the Buyer has been received.
- 6.8. After the auction is closed, BHS does not publish any public lists with prices and/or individual names of Buyers or Sellers.

PART D – Additional Provisions Horses and Foals

In the event of a Horse and Foal enrolment to the Auction, in addition to the General Terms and Conditions, the specific, additional provisions, as contained in this Part D of the General Auction Conditions, shall apply.

1. REGISTRATION AND SELECTION

- 1.1. The adult Horses registered for the Auction must be:
 - 1.1.1. free of observable faults, including but not limited to stable vices, unless notified prior to the sale, such as air sucking, systematic weaving, box walking or crib biting and was not denerved, intubated or otherwise operated on or treated for defects in the airways,
 - 1.1.2. have been deemed acceptable by a recognized inspection veterinarian during a sport inspection, from which the Seller shall submit a veterinary report to the BHS when registering the Horse or Foal for the Auction.
- 1.2. All adult Horses in the Auction must be:
 - 1.2.1. examined clinically (within 45 days before the auction);
 - 1.2.2. in relation to sports horses – examined radiographically (within 12 months prior to the auction) and they must be approved for the sport recently.
 - 1.2.3. in order with the basic vaccinations and free of contagious diseases such as glanders, fungus, for which a respective veterinarian remark should be made in horse's passport.
- 1.3. All Foals should be:
 - 1.3.1. free of observable defects, including (but not limited to) defects in walk/trot, defects concerning the limbs and hooves (defective hoof shape), thickening of tendons or bones, enlargement of any joints;
 - 1.3.2. have been clinically examined for abnormalities of the eyes, heart, lungs, teeth, and, if a stallion is involved, the genital organs;
 - 1.3.3. a veterinary report of the veterinary clinical examination should be submitted to BHS when registering the foal for the Auction.

- 1.4. If there is no inspection yet for the Horse in question, this must be done by order and at the expense of the Seller, by a freely selected veterinarian. The inspections and reports should be forwarded to BHS for publication (preferably in English) in the online Auction catalogue.
- 1.5. Medical examinations (clinical report, radiographic examination report and images' set) must also be submitted in time and in full by e-mail or WeTransfer (<https://wetransfer.com>) in a standard digitally readable format (jpeg, png, pdf, dicom). If inspections/xrays have not yet been made, please inform us at info@baltichorse.auction for an alternative solution.
- 1.6. It is a sole responsibility of the Seller to check the accuracy of Horse/Foal data submission and to confirm that all information is true and correct. The Seller is liable to verify the online Auction catalogue entry after the Horse/Foal has been published, and to inform BHS in a timely manner should there be any errors. BHS cannot be held accountable in any way for possible errors, omissions, or lack of information about the condition of a Horse/Foal that might hypothetically influence the course of Auctioning for a particular Lot.
- 1.7. The Seller is liable to provide correct business details, such as but not limited to, juridical status, company or personal details, state registration number within local jurisdiction, VAT status, and any other details or references that BHS may request during the process of registering the submitted Horse/Foal for the Auction.
- 1.8. Seller remains responsible for care and supervision of the Horse after Registration for the Auction.
- 1.9. Trials for ridden sports horses may need to be arranged, before the Auction starts, in which case the BHS will contact the Seller and agree on date, time and location for the trial, and the Seller will facilitate the trial as requested by the BHS to the best of his ability.
- 1.10. The Seller is responsible for providing adequate supporting sales material about its Horse/Foal, such as but not limited to presentation photos, videos, pedigree, competition results and other relevant information, to compile a complete and truthful representation of the Horse/Foal.

2. DELIVERY

- 2.1. The Buyer is obliged to take possession of the purchased Lot at the place and time as specified by BHS/Seller, within 10 days after the auction, on presentation of a valid proof of identity but not before the Buyer has settled all full purchase amounts as stipulated in Article 7.4. of the General Terms and Conditions Part A.
- 2.2. The costs for transport and possible associated costs such as health certificates, Traces, blood tests or quarantine are at the expense of the Buyer.
- 2.3. The delivery of the purchased Horse will take place by acceptance of the Horse at Seller's premises or the (stable) address indicated by Seller, unless otherwise agreed between Seller and Buyer.
- 2.4. The delivery of a purchased Foal will occur by delivery by the Seller to the Buyer at a time to be agreed on by Buyer and Seller. The delivery of a foal will take place upon the foal reaching the age of 5 months but no later than after a foal is 5.5 months old. Buyer shall not owe any compensation to the Seller for the period until delivery.

3. RISK TRANSFER

- 3.1. Any risks related to the purchased Lot shall be transferred to the Buyer immediately after the Auction Award has been confirmed, and any responsibility and liability, as well as all risk factors are transferred to the respective Buyer. The Buyer shall indemnify BHS and Seller from any claims brought by third parties.
- 3.2. In the event of an Online Foal Auction, the risk of the Foal transfers as follows:
 - 3.2.1. if there is a Purchase Agreement regarding a Foal that is 5 months or older at that time, the risk of the foal shall transfer to Buyer at the time of actual delivery, on the understanding that the foal shall be delivered to Buyer no later than two weeks after the Online Auction (at which time the risk shall pass to Buyer at the latest). Therefore, as of the moment of delivery, the risks of the foal, including all (financial) responsibilities and liabilities, transfer to the Buyer.
 - 3.2.2. if there is a Purchase Agreement in respect of a Foal that is younger than 5 months at the time of the sale, then the Foal shall not be delivered until the Foal has reached the minimum age of 5 months and the risk of loss and/or of damage to and/or caused by the auctioned/purchased foal shall remain with Seller up to an age of 5 months and with Buyer after an age of 5 months. Without prejudice to the foregoing, Seller shall be obliged to leave a sold foal with its mother until the age of 5 months without any compensation being due to Buyer and Seller shall be obliged to have the foal delivered to Buyer before the foal is 5.5 months old.
- 3.3. Without prejudice to the other provisions in these General Terms and Conditions, Buyer and Seller shall indemnify the BHS against all claims by third parties relating to the non-compliance with the provisions of Article 3.