

At 10<sup>th</sup> December

<b>General Terms and Conditions of Sale (Physical)</b> <b>AUCTAV</b>
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AUCTAV, a simplified joint stock company with a capital of 58,825 Euros, whose registered office is located at "Bois Roussel" 61500 BURSARD, registered with the Alençon Trade and Companies Register under number 894 020 015, holder of registration number CVV 166-2021 represented by its Chairman, Mr Louis Baudron (hereinafter referred to as AUCTAV)

These general terms and conditions of sale, being reproduced on the catalogue (via a QR code access) and displayed during AUCTAV physical sales, are deemed to be known and accepted without reservation by visitors, sellers and buyers.

They are applicable to all physical transactions carried out by AUCTAV and are governed by the law of 10 July 2000 on the regulation of voluntary sales of furniture by public auction, by the law of 20 July 2011 on the liberalisation of voluntary sales of furniture by public auction, as well as by the provisions of the French Commercial Code.

As the Sales are public, entry to the Auction Site is free of charge.

As the presentation of the horses may involve dangers, visitors acknowledge that they are using the Auction Site at their own risk and must comply with any recommendations made to them by the Auction Site.

### **1 – Definitions**

The terms and expressions identified by a capital letter in these General Terms and Conditions have the meanings indicated below, whether they are used in the singular or plural.

- **Buyer (Acheteur)** : The visitor who concludes a purchase by making the highest bid on a Product offered for sale by AUCTAV.
- **Attribution** : the Product won by the highest Bidder.
- **Bidder (Enchérisseur)** : any Visitor placing a Bid on a Product.
- **Repurchase Fee (Frais de rachat)** : When a Product does not reach the Reserve Price or does not find a buyer, it is withdrawn from the sale. In such a case, the owner of the Product will pay AUCTAV a "repurchase" fee corresponding to 2% of the amount of the last bid.
- **Selling costs (Frais de vente)** : defined as a percentage of the total amount excluding taxes of the sale of the Product at the time of the auction. These costs are detailed in point 4.6.12 of these conditions and may be increased by any costs incurred by AUCTAV to finalise the Sale (e.g. IFCE, costs of biological examinations, etc....) which the Buyer also agrees to bear
- **Intermediary (Intermédiaire)** : Professional (brokers, trainers, etc.) whose role is to represent one or more persons with a view to carrying out one or more sale or purchase transactions with others.
- **Mandate of Offering for Sale and Collection (Mandat de Mise en Vente et d'Encaissement)** : exclusive sales mandate given by the Seller to AUCTAV to offer a Product for sale and to authorize AUCTAV to collect on its third party account the sums collected for the sale of the Product before being redistributed between the Seller, AUCTAV and any intermediaries.
- **Offering for Sale (Mise en Vente)** : action of the User who mandates AUCTAV to offer a Product for sale.
- **Bid (Enchère)** : amount offered by a Bidder for a Product, excluding VAT and any tax due.
  
- **Reserve Price (Prix de Réserve)** : Minimum selling price set by the Seller (in agreement with AUCTAV) below which the Product cannot be sold
- **Product (Produit)** : all products offered for sale by AUCTAV.
- **Seller (Vendeur)** : User who offers one or more Products for sale by auction.

- **Visitor (Visiteur)** : any natural or legal person, of French or foreign nationality, acting alone or on behalf of a third party, who visits the Auction Site.

## **2 – Acceptance of these General Terms and Conditions**

Each Visitor is deemed to have read these General Terms and Conditions and to have accepted them unreservedly. The Visitor expressly acknowledges that the language used for drafting these General Terms and Conditions is French. He acknowledges that he masters this language, and that this specificity in no way interferes with the understanding of and compliance with these General Terms and Conditions.

If one or more provisions of these General Terms and Conditions are declared null and void, unwritten or ineffective, the other provisions shall not in any way be rendered null and void and shall continue to have full effect.

By participating in the auctions, the Visitor declares that he is of legal age and has the legal capacity to enter into commitments in accordance with these General Terms and Conditions and the applicable regulations.

The Visitor further accepts that rules different from, modified by or in addition to those stipulated in these General Terms and Conditions may be applicable to the sale and/or purchase of certain Products, provided that they are mentioned when the Product in question is sold.

Each Visitor wishing to participate in the auctions must first create an Account with AUCTAV.

The Visitor guarantees AUCTAV that the information he/she provides upon creation of said Account (surname, first name, landline and mobile telephone number, e-mail address, postal address where the Visitor wishes to be domiciled for the requirements of the sale, date of birth, bank imprint, etc.) is exhaustive, reliable and up to date.

Any false declaration will incur the Visitor's liability.

The Visitor is also prohibited from creating an Account in the name of a third party, with the exception of Visitors acting as a professional capacity. In such a case, the Visitor must identify himself as such when creating his/her Account.

## **3. Seller's Obligations and Guarantee**

### **3.1. Process of Offering for Sale**

In order to offer Products for sale through AUCTAV, the Seller must:

- Contact the AUCTAV sales team at the following number: 09 51 56 57 95 (price of a local call) or by e-mail: [contact@auctav.com](mailto:contact@auctav.com)
- Sign a Mandate of Offering for Sale and Collection with AUCTAV

### **3.2. Declaration and verification obligations of the Seller**

Any Seller offering a Product for sale declares and undertakes to:

- be the full owner of the Product or be authorised by all co-owners to act on their behalf.
- have all powers to conclude the Mandate of Offering for Sale and the Mandate of Collection in order to proceed with the sale of the Product
- guarantee to AUCTAV that the information provided on the Product is exhaustive, reliable and up to date and in particular concerning the pedigree or origin of the Product offered for sale (By way of illustration, was the Product born in France or born in another country but assimilated to a Product born and bred in France within the meaning of Article 86 of the French Gallop Racing Code?)

In order to ensure a better readability of the pedigree, AUCTAV will establish a summary presentation sheet for each Product offered for Sale. The information on this sheet is however only given as an indication and consequently has no contractual value (AUCTAV can guarantee neither their accuracy, nor their exhaustive character).

AUCTAV is only liable for the conformity of the declarations given by the Seller and those given to the public, but is in no way responsible for the accuracy and sincerity of the declarations made by the

Seller. Consequently, the Seller guarantees AUCTAV against all claims from third parties, for inaccurate or incomplete statements made by the Seller.

In addition, the seller is required to notify the public in writing before the sale, of any errors or omissions appearing in the catalogue, so that they can be brought to the attention of the public by an announcement made on the rostrum before the sale and countersigned in the minutes.

Any seller who has not, before the start of the sale, made a written correction to the information given in the catalogue concerning the horses presented by him shall be deemed to have approved this information and shall therefore be fully responsible for its accuracy.

### **3.3. Veterinary File of the Product offered for Sale**

The elements constituting the veterinary file of the Product offered for Sale are, in agreement with the Seller, defined by AUCTAV. The veterinary file provided by the Seller and/or its veterinarian will be made available to visitors by AUCTAV before the sale.

In such a case, potential bidders may:

- consult the entire file through a veterinarian of their choice.
- have the Product clinically examined by the veterinarian of their choice, at their own expense.

The individual veterinary file of a Product presented for sale is compiled by the Seller with the assistance of its veterinarian. This file may contain X-rays (carried out in accordance with the international protocol or that established by the Association of Equine Veterinarians), endoscopy videos and any other documents that the Seller, on the advice of AUCTAV, deems useful to bring to the attention of potential Bidders. The constitution of the veterinary file is placed under the sole and entire responsibility of the Seller.

Each veterinarian acting on behalf of a potential bidder will be responsible for consulting the veterinary file and, if necessary, for any additional veterinary examinations.

Thus, in the event of an accident caused to a Product examined by a potential bidder and/or his veterinarian, they alone shall be liable and shall bear the direct and indirect consequences thereof. Sellers and Buyers undertake not to seek the liability of AUCTAV for any reason whatsoever.

### **3.4. Seller's Guarantees**

The Seller undertakes to ensure that the Product offered for sale has undergone the compulsory vaccinations provided for in the Racing Code and a negative Coggins test less than one month old prior to the sale. In the absence of this document, the Product may not be offered for sale.

The Product offered for sale by the Vendor is sold with the ordinary legal guarantees.

Thus, the Buyer may request cancellation of the sale in the event of stable defects, inspiratory noises and locomotor ataxia of which he was unaware prior to the sale under the conditions in Article 3.4.4.

#### **3.4.1 – Stable defects**

Stable defects such as Tic à l'Air (the Product habitually sucks in or swallows air, whether or not leaning on fixed objects with its incisors), Tic à l'Ours (the Product habitually swings its head and neck from right to left and alternately transfers its weight from one of its front legs to the other) and Walking in the Box (the Product walks backwards and forwards or around the box repeatedly and without reason) must be announced before the sale, failing which the Buyer may request that the sale be rescinded in accordance with the conditions described in Article 3.4.4.

#### **3.4.2 – Inspirational noises**

Any Product described at the time of sale as "Yearling", "Two-Year-Old" or "Store" may be returned if it is found to be Cornard (a Cornard Product is a Product that can be heard to make a characteristic abnormal inspiratory noise when subjected to sustained exercise ("win-test"), and whose endoscopic examination reveals Laryngeal Hemiplegia or Recurrent Laryngeal Neuropathy).

#### **3.4.3 – Locomotor ataxia**

Any Product suffering from locomotor ataxia may be returned unless it has been described as such by the Seller under the conditions described in Article 3.4.4.

#### **3.4.4 - Procedure specific to the cases referred to in articles 3.4.1 / 3.4.2 and 3.4.3**

In the event of a stable defect, abnormal respiratory inspiratory noises or Locomotor Ataxia not declared by the Seller, the Buyer may request the cancellation of the sale by sending a complaint to AUCTAV no later than 5 p.m. on the 7th day following receipt of the Product by the Buyer, by post with acknowledgement of receipt, accompanied by a veterinary certificate confirming the complaints raised.

If the conclusions of the veterinary certificate produced by the Buyer are contested by the Seller, the latter must inform AUCTAV within a maximum of two days following receipt of the said certificate.

In such a case, AUCTAV will then appoint a veterinarian to carry out an amicable contradictory expert appraisal (the Seller and the Buyer may be assisted on this occasion by their own veterinarian)

The costs of this expert appraisal will be borne equally by the Seller and the Buyer.

In the absence of agreement between the parties following this counter-assessment, the Buyer may take the matter to court using the ordinary means of recourse. To do so, it will have a limitation period of 30 days from receipt of the amicable expert's report.

### **3.4.5 - Specific procedure for screening for Non-Steroidal Anti-Inflammatory Drugs (NSAIDs), Anabolic Androgenic Steroids (AAS), Biphosphonates or Piroplasmosis**

Unless it has been published and announced to the Tribune as positive for Non-Steroidal Anti-Inflammatory Drugs (NSAIDs), Anabolic Androgenic Steroids (AAS), biphosphonates or Piroplasmosis, a Product may be returned to its Seller in the event that the blood sample taken from this Product (taken at the Buyer's request on the day of sale by the veterinarian appointed by AUCTAV and analysed by an approved laboratory) detects the presence of NSAIDs, AAS, biphosphonates or the seropositivity of the Product to Piroplasmosis (*Theileria Equi* or *Babesia Caballi*), in accordance with the standards and thresholds defined by the OIE.

In the event of a positive result, the Seller undertakes to bear the full cost of the analysis. Failing this, the Buyer will be required to bear the entire cost.

The sample must be taken from the Product under the following conditions:

- a) The Buyer shall irrevocably instruct AUCTAV to take a sample from the said Product and have it analysed for the presence of NSAIDs or Piroplasmosis.
- b) The sampling instruction given by the Buyer must be made by the latter in writing, on the day of the sale. The Buyer also undertakes to bear the costs of sampling and analysis.
- c) Upon acceptance of the sampling order by AUCTAV, a member of the veterinary team designated by AUCTAV will perform a sampling on the said Product.

The results of the blood analysis of the Product shall be communicated to the Buyer and to the Seller in confidence by AUCTAV, which shall not be liable for any loss or expense incurred by either party as a result of such results.

In the event that the Buyer takes the Product out of France before AUCTAV has been informed of the results of the analysis of the blood sample taken from the said Product, the Buyer shall be obliged to keep the Product and to pay the full purchase price if the Seller had agreed to payment terms, even if the results show the presence of NSAIDs or Piroplasmosis.

In the event that the Buyer decides to rescind the Sale and return the Product to the Seller, the Buyer shall notify its decision to AUCTAV by registered letter with acknowledgement of receipt within seven days from the date on which AUCTAV has informed the Buyer of the positive result of the analysis of the sample. In the absence of such notification within the aforementioned period, the Buyer shall be obliged to keep the Product.

As soon as AUCTAV has acknowledged receipt of the Buyer's notification, AUCTAV will in turn notify the Seller and confirm to the Buyer that the sale has been automatically rescinded.

However, the Buyer shall bear all risks attached to the Product from the time of the pronouncement of the auction until the rescission of the Sale.

No claim on the part of the Buyer will be admissible in the event that the Buyer has not paid the amount of the Auction (plus the sale costs and the miscellaneous costs listed in these conditions), in which case, the Seller will deal personally with the matter of recovering the Product from the Buyer. It must also:

- a) pay to AUCTAV upon presentation of invoice all costs and expenses paid by it and related to the sampling and analysis as well as the commissions provided for in the general conditions for Buyers and Sellers if the sale had not been rescinded.
- b) compensate AUCTAV for all costs and expenses of any nature generated by the cancellation of the sale (costs of proceedings...).

All notifications relating to these provisions must be made in writing and sent by registered letter with acknowledgement of receipt to the Seller or the Buyer at the addresses mentioned on the documents relating to the Sale or, failing this, at their domicile or usual registered office. Such notice shall be given or deemed to have been given on the date of its receipt by the addressee.

### **3.5. Absence of a Product on the day of the sale**

In case of absence, on the day of the sale, of a Product listed in the catalogue, the Seller will owe AUCTAV (except in cases of force majeure duly justified by a veterinary certificate delivered to AUCTAV no later than 4 p.m. the day before the day of the Sale) an indemnity equal to 6% of the estimated value of the Product excluding VAT, with a minimum of 2500 €uros excluding taxes. This compensation will also be due in case of amicable sale prior to the sale scheduled by AUCTAV.

### **3.6. Production of documents relating to the Product**

The Products registered by the Seller must be accompanied by all the documents required by AUCTAV, in particular and without the following list being exhaustive:

- The registration card,
- Up-to-date vaccination booklet,
- A negative Coggins test certificate less than one month old.
- Health certificates specific to each product category,
- A veterinary certificate (drawn up according to the model available from the AUCTAV teams) dated less than 30 days prior to the sale,
- The certificate of service for mares in foal, whatever the nature of the covering contract,

AUCTAV reserves the right to refuse the sale of a Product for which the Seller does not produce all of the aforementioned documents at least the day before the scheduled sale date.

## **4. Provisions applicable to auctions**

### **4.1. General**

The auctions offered by AUCTAV are governed by the law of 10 July 2000 on the regulation of voluntary sales of furniture by public auction, by the Act of 20 July 2011 on the liberalization of voluntary sales of furniture by public auction, and by the provisions of the French Commercial Code.

The amicable sale of any Product which has been put up for auction by AUCTAV and which, in the event of repurchase by the seller, is the subject of a subsequent transaction with the assistance of AUCTAV under the terms of the law of 10 July 2000, is comparable to a sale by public auction as regards the provisions applicable thereto.

The liability of AUCTAV shall not be sought by either the seller or the buyer outside the limits of liability thus defined and contractually accepted by seller and buyer.

The present general conditions of sale are applicable in all their provisions since they are not contrary to those stated before the sale and consigned to the minutes.

Neither the Seller nor the Buyer may seek to hold AUCTAV, the auctioneer and/or the Ministerial Officer liable outside the limits of liability set out in these General Terms and Conditions.

### **4.2. Prerequisites**

The auction system enables Sellers to offer their products to potential Buyers.

These potential Buyers bid and the highest bidder at closing becomes the final Buyer of the Product subject to its solvency.

AUCTAV draws the attention of Buyers to the announcements made on the rostrum during the sale. Indeed, these announcements may contain information that is not included in the catalogue.

Auctions take place against immediate cash payment by the Buyer.

AUCTAV and/or the Ministerial Officer in charge of the sale reserve the right:

- to refuse bids from any Bidder who has not paid for a previous Auction or who does not offer known solvency,
- to set the order in which the products / lots will be presented,
- to set the auction bid increment,
- to set the price of the products / lots.

AUCTAV and/or the Ministerial Official will only be able to award a Product if the final auction price of the said Product reaches the minimum sum of 2000 (two thousand) €uros. If the minimum sum of 2000 (two thousand) €uros is not reached, AUCTAV will simply withdraw the Product from the Sale.

Bids are made in successive tranches of 500 (five hundred) €uros up to 10,000 (ten thousand) €uros then in successive tranches of 1000 (one thousand) €uros beyond 10,000 (ten thousand) €uros.

In accordance with the law, Bids will be indicated and taken in euros. Simultaneous translation into foreign currencies is given for information only.

AUCTAV reserves the right to require from any bidder, natural person or legal entity, or from its representative, natural person or legal entity, any payment guarantee (including, without this list being exhaustive, a personal and joint guarantee from the legal representative of the representative, a first demand bank guarantee...). In the event that such a guarantee is requested by AUCTAV, the bidder or its representative shall refrain from participating in any bidding until this guarantee has been accepted in writing by AUCTAV.

#### **4.3. Presentation and custody of the Products by the Seller until the auction**

The Seller shall ensure that each Product presented bears the number assigned to it in the catalogue. In case of error or confusion, the Seller shall be responsible and AUCTAV shall not be held liable.

The Product to be sold must arrive at the latest the day before the sale with a halter and lead rope (the halter subsequently becoming the property of the Buyer). In addition, under penalty of not being admitted to the sale, it must be fitted with a bit or chifnez.

In the event that the general condition of the Product renders it manifestly unfit to be presented for sale (according to AUCTAV's criteria), AUCTAV reserves the right to refuse its presentation, which the Seller hereby expressly accepts.

The Seller shall be obliged to ensure the presence of a stableman chosen and paid by him and placed under his responsibility for up to three Products presented. This stableman will be responsible for the Product(s) from their arrival at the place of sale at the latest on the day before the sale and until they are taken possession of by the Buyer(s) or until the Product(s) are removed if unsold. An additional man will have to be provided by them, per fraction of three Products.

The Seller must expressly be present or represented at the time of the sale of its Product in order to take any decisions that may be necessary, particularly in the event of a wild bid.

Until the sale, i.e. until the adjudication, the Product to be sold remains under the sole care and responsibility of the seller. AUCTAV cannot be held responsible for any accidents, illnesses or damage whatsoever occurring to the animals or caused by them to third parties, whether inside or outside the place of Sale. It is specified that the selling owner will have to ensure the custody by himself or his representatives of the Product during all the time of his presence on the place of sale (unloading of the Product, accompaniment to the box, presence in the box the day and the night, taking of food and water, walk, presentation to the canters, presentation to the purchasers, loading if unsold, etc.). AUCTAV merely provides the Sellers with a straw-bedded stall as well as hay and water.

Sellers who so wish may also have a box with shavings for the product(s) offered for sale on payment of a supplement to AUCTAV (the rate will be indicated by AUCTAV when booking this service).

The risks of fire and loss or damage also remain entirely the responsibility of the Sellers.

Loading and unloading operations and driving from the station to the place of sale and vice versa, and all other similar operations, are carried out on behalf of and at the expense, risk and peril of the Seller. Immediately after the auction, the Buyer substitutes itself to the Seller for these responsibilities and as such mandates the Seller for the purpose of returning the Product sold to the Box (the Buyer may however refuse to grant this mandate to the Seller by notifying its refusal in writing to AUCTAV immediately after the auction).

The fact that AUCTAV, whether through its representatives or not, agrees to carry out loading, unloading or shipping operations on behalf of the owner (seller or buyer), does not in any way entail novation of the conditions stipulated above. Furthermore, acquirers and sellers are always free to take charge of loading or unloading

#### **4.4. Guarantee concerning redhibitory defects**

The Products presented at public auctions are sold with the sole legal guarantee provided by the French Rural Code (Article L 213-1 and R 213-1 et seq.) to the exclusion of any other guarantee.

Any action based on the aforementioned redhibitory defects must be brought by the Buyer in accordance with the provisions of articles R 213-3 et seq. of the French Rural Code, i.e. within 10 days of the Buyer taking delivery of the Products, not including the day of delivery, with the exception of periodic fluxion and infectious anaemia, for which the time limit is 30 days, not including the day of delivery. All time limits expire at midnight on the last day. Any time limit that would normally expire on a Saturday, Sunday or public holiday is extended to the next working day. Within the aforementioned time limits, and under penalty of inadmissibility, the Buyer must submit a request to the Judge of the Judicial Court where the animal is located in order to obtain the appointment of experts to draw up a report on the examination of the animal. Within the same time limit, the Buyer must bring one of the actions available in the event of a redhibitory defect as defined in articles L.213-1 to L.213-9 of the French Rural Code. Within these same time limits, the Buyer must notify the Seller and AUCTAV (by registered letter) of the presentation of his application to the Judge of the Judicial Court.

The action to rescind the sale, initiated by the Buyer, must be brought directly against the Seller. Under no circumstances may this action call into question the responsibility of AUCTAV or the auctioneer. No claim is admissible if the Buyer has not paid the full amount of his purchase in cash. In case of redhibitory defect, the funds will be blocked by AUCTAV.

#### **4.5. Special Sales**

##### **4.5.1 –Sale of Broodmares**

Any Seller of broodmares is required to specify in the catalogue: the state of gestation of the Product (attested by a veterinary certificate drawn up within 8 days prior to the sale), the mare's production, year by year, since her entry into the stud, with, for products that have disappeared, the indications: stillborn, dead at birth or accidentally dead; the date of the last covering; the presumed state of gestation, abortions, twins.

The Buyer is entitled to have the broodmare examined by a veterinarian of his choice on the spot and before leaving the Sale Site and at the latest within 24 hours of the sale. In the event of a vacancy observed during this examination, the sale will be cancelled by operation of law within 30 days of the sale and the Buyer will be immediately reimbursed for his purchase.

However, the sale may not be cancelled (nor the liability of the Seller or AUCTAV sought) if the broodmare should abort after being collected by the Buyer, during the journey or on arrival at the Buyer's home (which the latter expressly accepts).

The Seller is responsible for the accuracy of such information. Any recourse on the part of the Buyer for error or omission may only be exercised against the Seller.

Any broodmare sold "empty" after indication that she has been covered, and which proves to be "in foal" subsequently, must be returned to the Vendor. The latter shall then return to the Buyer:

- a) the purchase price plus interest at 5% per annum,
- b) the selling costs,
- c) the cost of boarding at the current rate.

Full payment must be made within 15 days of receipt of the registered letter from the Buyer advising that the broodmare has been recognised as being in foal.

The Buyer will however have the possibility to keep the brood mare, if he so wishes, by offering the Vendor the simple reimbursement of the price of the covering, without any additional costs.

In the event that the Buyer has allowed the mare to foal, he will be considered to have agreed to pay the price of the covering to the Seller whether the product is born viable, or not.

The potential bidder of a filly coming out of training is entitled, before the sale, to ask the Vendor for permission to have her examined by a veterinarian, with a view to ascertaining her fitness for reproduction, in particular as regards the state of her genital organs.

#### **4.5.2 –Sale of Fillies**

The prospective buyer of a filly coming out of training is entitled, prior to the sale, to ask the vendor for authorisation to have her examined by a veterinarian approved by the vendor, with a view to ascertaining her fitness for breeding, in particular as regards the condition of her genital organs.

#### **4.5.3 –Sale of Foals**

Foals will be sold in their condition at the time of sale.

However, unweaned foals will only be available for delivery/takeover on the day of their weaning, the estimated date of which will be indicated at the time of the sale by AUCTAV.

Unless otherwise agreed between the parties and notwithstanding the transfer of ownership, the Seller undertakes to bear the costs of boarding/maintenance of the Product until it is weaned, and the Buyer undertakes to bear the veterinary and farrier costs of the said Product.

#### **4.5.4 –Sale of Male Horses**

Unless there are special indications, a male horse is not sold with the guarantee that it can be used for breeding. In particular, the quality of his semen cannot be invoked as a reason for cancelling the sale.

### **4.6. Unwinding of the Sale**

#### **4.6.1. Sale by sealed Bid to the highest bidder**

When registering its Product for sale, the Seller may specify whether it opts for a sale by sealed bid to the highest bidder.

In this case, the bids of the bidders will be confidential and may be made until the date and time shown on the presentation of the Product in the catalogue.

Bids will only be valid once they have been definitively validated.

The most advantageous financial bid among all the bids received will be selected, except in the case of a sale with Reserve (Cf. Article 4.6.2). Bidders will then be notified of the refusal or acceptance of their bid in accordance with the procedures set out in Article 4.6.5.

#### **4.6.2. Sale with Reserve**

The Seller must specify when registering his Product for sale whether he intends to impose a minimum price below which he does not intend to allow the Product to be sold.

In the event of repurchase of the Product by the Seller or its representative beyond the fixed reserve price, the latter shall substitute itself for the Buyer in all its obligations and shall bear the costs normally payable by the Buyer and those payable by the Seller.

#### **4.6.3. Sale due to the dissolution of an Association**

When a sale is scheduled due to the dissolution of an association between co-owners, the Seller will not be able to impose a Reserve Price for all of the Product offered for sale.

The other co-owners will still be able to bid individually or collectively for the whole of the Product put up for sale and have it sold. In such a case, the purchase costs will be calculated exclusively on the share that did not belong to them and the repurchase costs on the share that did belong to them.

#### **4.6.4. Products sold by court order.**

Horses sold by court order are sold as is, without guarantee of any kind, subject however to the provisions of article 1649 of the French Civil Code.

#### **4.6.5. Formalities inherent to the adjudication of the Product**

At the end of the sale, the Buyer must specify to AUCTAV

- 1) if he is acting on behalf of a third party and, if applicable, the tax status of the latter, in order to issue him the invoice corresponding to his Purchase
- 2) if there are intermediaries likely to send invoices to AUCTAV, knowing that in such a case, the latter will only be honoured once AUCTAV has received full payment from the Buyer and once any administrative formalities, necessary in particular for the transfer of ownership and/or export of the product, have been completed.



The Buyer will have to pay in only one time the totality of the due amount. This amount is composed of the following sums (auction price including VAT, which will take into account the VAT regimes of the Buyer and the Seller, plus the purchase costs of 6%) and any costs incurred by AUCTAV to finalise the Sale (e.g. IFCE, costs of biological examinations, etc....) that the Buyer also agrees to pay.

AUCTAV reserves the right to request that the payment of the price be made in part or in full by bank cheque.

Any Buyer undertakes, immediately after the adjudication of the first lot he will have acquired during the sale, to hand over to AUCTAV an identity document as well as a signed cheque and, for each Product of which he is declared the successful bidder, to fill in and sign an auction voucher.

If it is established that two or more bidders have simultaneously placed an equivalent bid at the same time on the same Product, either aloud or by sign, and that they claim the Product at the same time after the adjudication has been made, the said Product will immediately be put back up for auction at the price of the last bid and any interested party will be allowed to bid again. The Product will then be sold to the highest and last bidder.

#### **4.6.6. Terms of payment**

All sales by public auction are deemed to be paid in cash by bank transfer, instant transfer or bank check.

Only the Seller may, after the auction, authorise the Buyer in writing to pay in due course under the conditions specified in the Seller's written acceptance. AUCTAV must be notified of this written acceptance.

In the event of a payment term granted by the Seller, the delivery/pick-up of the Product may only take place after full payment of the price. In such a case, the Buyer authorizes AUCTAV to place the Product in accommodation, either at the Seller's or at a stud farm (the costs and risks incurred by this accommodation being then assumed by the Buyer).

In any case, AUCTAV will pay the Seller only after having received the full payment from the Buyer.

This full payment transferring the ownership of the Product

#### **4.6.7. Incidents of payment**

Any invoice issued by AUCTAV that is not paid within ten days of its issue date will automatically be subject to a flat-rate late payment penalty of 10%.

In case of incidents of payment, AUCTAV will inform the Buyer by registered letter with acknowledgement of receipt, that he has eight clear days to settle his Attribution;

In the absence of full payment of the Product within fifteen clear days, the provisions relating to the wild bid will be applied, the defaulting Buyer still owing to AUCTAV a lump sum of 10% of the amount of the auction (with a minimum of €800 excluding taxes) for the loss suffered.

The Buyer must also (if he has already taken possession of the Product) return it to the Seller at the place indicated in writing by the latter within twenty-four (24) hours (accommodation and transport costs remaining at his expense)

After this period, the Buyer will owe the Seller a daily immobilisation indemnity of 10 (Ten) per cent of the Auction price until the date of actual return of the Product, which the Buyer expressly accepts.

Failure to return the product may also justify penal action by the Vendor.

The defaulting buyer also agrees to bear not only the veterinary costs incurred in having the condition of the Product examined after its return, but also all the financial consequences of potentially faulty custody, particularly if the condition of the Product were to require additional veterinary costs.

In the event of a redhibitory defect, a sale rescission procedure or mediation following a disputed sale, the funds will be blocked by AUCTAV.

Any person who places bids is deemed to be doing so on his own behalf unless he has provided AUCTAV (prior to the sale) with a written power of attorney from the person or persons on whose behalf he has placed the bids.

The Buyers of a timeshare Product are indefinitely co-responsible for its payment to AUCTAV, and are responsible for replacing the defaulting partner(s) no later than eight days after the sale by informing AUCTAV of the new distribution of shares.

In the absence of an agreement between the Buyers of a timeshare Product, the Product may be resold on the basis of a wild bid in accordance with these general terms and conditions.

AUCTAV reserves, moreover, the right to exclude from its future sales, any successful bidder who has not complied with these general conditions of sale.

All payments must be made through AUCTAV and will be required in full for the net amount of the invoice. The payment of the price of Products exported outside France must be made through an intermediary approved by AUCTAV. It is only after full payment of the invoices that the Buyer may obtain the documents evidencing its purchase.

#### **4.6.8. Wild Bid**

##### **4.6.8.1 – wild bid on the day of the sale**

AUCTAV expressly reserves the right to proceed, on the same day, during the same session, with the resale on the basis of a wild bid of a Product for which the acquirer proves to be irresponsible or incapable, without the possible difference in price between the two sales being claimed from AUCTAV. In the same way, when the acquirer is considered by AUCTAV as not presenting sufficient guarantees, AUCTAV will be authorized, in the absence of cash payment, to put the Product back up for sale on wild bid on the day of the adjudication, during the same session, without formal notice or legal formalities, at the risks and perils of the wild bidder who, by the mere fact of his wild bid, commits his financial responsibility to the Seller for the costs of the first sale as well as the sale on wild bid. He will be obliged to pay the difference between his auction price and that of the resale on the basis of a wild bid, without being able to claim to keep the surplus, if there is one, this surplus reverting to the Seller. In the same way and under the same conditions, if immediately after the auction, the bidder is not found to sign his purchase order, the Product will be auctioned again during the same session. In this case, AUCTAV will not be held responsible either by the seller or by the defaulting bidder. AUCTAV will be the only judge of the cases, whatever they are, of wild bid.

##### **4.6.8.2 – Wild bid after the sale**

Within 15 days following the sale, AUCTAV will inform the Seller of the Buyer's default or incapacity. In such a case, in the absence of instructions to the contrary from the Seller, AUCTAV expressly reserves the right to proceed, on the occasion of a future sale, with the resale of the Product on the basis of a wild bid, without the difference in price being claimed by the Seller from AUCTAV.

The defaulting Buyer will then be obliged to pay the difference between the price awarded to him and the price of the resale at "wild bidding", and will also not be able, if applicable, to claim to keep the surplus, if any, this difference remaining acquired by the Seller.

AUCTAV will only be required to pay the Seller the amount of the resale on "wild bidding".

In case of resale at "wild bidding", and always in the absence of contrary instructions from the Seller given to AUCTAV before the resale, the conditions agreed with the Seller at the time of the first sale will remain valid.

If the Seller does not wish to benefit from the wild bid, it will officially inform AUCTAV and the sale will then be automatically rescinded under the conditions of Article L. 321-14 of the French Commercial Code.

The Product will be returned to the Buyer by the defaulting bidder, without prejudice to any damages that may be owed by the latter to the Buyer.

**4.6.9. Payment by the Buyer - Issuance of administrative documents** Until full payment of the amount of the Auction (plus the selling costs and miscellaneous expenses listed above) by the Buyer and the issue of the Exit Voucher by AUCTAV (see Article 4.6.11), the Buyer will not have access to the documents relating to his purchase, which he expressly accepts.

The Buyer agrees not to dispose of the Product by sale, pledge, lien, loan or any other divestiture until full payment of the price, costs and accessories.

All representatives undertake to inform their principals of the existence of this clause.

The unpaid Seller is entitled to claim possession of the adjudicated Product wherever it may be, whether in a public or private place. A simple summary order to the President of the competent Judicial Court will suffice to claim possession of the unpaid Product.

the Buyer undertakes, as soon as the Product is awarded, to insure it with a solvent insurance company to cover the risks of death, accident, illness or any damage whatsoever to the Product or caused by it to third parties.

#### **4.6.10. Guarantee of payment to the Seller (conditions)**

AUCTAV guarantees the Seller to proceed to the payment of the sums due to him within forty-five (45) days of the delivery/acceptance of the Product by the Buyer.

However, this guarantee is subject to the following conditions:

- That the Seller has complied with all of its contractual obligations detailed in these General Terms and Conditions of Sale
- That the Seller is up to date with its payments to AUCTION: Failing this, AUCTION reserves the right to offset the receivables and debts of the same Seller on the day the accounts are drawn up and to transfer the balance (if any) to the Seller within the aforementioned period, which the Seller expressly accepts.
- That the sale and payment to the Seller are not contested (dispute between the Buyer and the Seller, opposition by a third party to payment of the proceeds of the Sale, seizure, actions for rescission, etc.)
- That the Buyer has complied with its commitments, in particular financial commitments to AUCTION / Failing this, a new period of forty-five (45) days will start from the day of the delivery/acceptance of the Product by the Buyer on the basis of a wild bid.

#### **4.6.11. Exit Voucher**

No Product, whether sold or not, may leave the sale site without an exit voucher.

This must be collected from the sale secretariat.

Before taking possession of his Product, the Buyer must go to the sale secretariat to pay the amount of his purchase(s), in order to be issued with the exit voucher required for collection.

The exit voucher will be signed by the Buyer or his authorised representative to certify that he has taken charge of the Product(s) sold.

Unless the seller expressly objects to AUCTION within half an hour after the sale, AUCTION will allow the Product sold to leave, at the request of the Buyer or his representative, without AUCTION being held responsible for this.

The Product will have to have left the Site of the Sale at the latest the day after its presentation at 12:00 noon. Passed this time, expenses of boarding (€30 excl. taxes/ per day) will be invoiced to the Buyer or the Seller (if unsold). Products not taken back at this time will be transported to a stud farm at the expense of the Buyer or the Seller (if unsold). The Product may not leave this stud farm before full payment of the Buyer's invoice and the price of transport and storage.

#### **4.6.12. Election of Domicile**

AUCTION may ask a foreign Buyer to elect domicile in France with its trainer or broker, in the common interest of the parties and in particular to speed up the transmission of all information and documents between them.

#### **4.6.13. Selling costs to be borne by the Buyer and the Seller**

##### **a) Costs payable by the Buyer**

In addition to the auction price payable in cash, the Buyer owes AUCTION a purchase fee corresponding to 6% of the auction price excluding taxes.

##### **b) Costs payable by the Seller**

In addition to the listing price, the Seller owes AUCTION for sale costs (auction or amicable) corresponding to:

- For the gallop: 6% of the auction price excluding VAT, including the intermediary's commission.
- For the trot: 2% of the auction price excluding taxes.

In case of repurchase of the Product by the Seller, the latter will owe AUCTION an indemnity equal to 2% (excluding taxes) of the estimated net value of the Product or of the price reached by the auction at the time of the repurchase.

The commission rates for intermediaries will be as follows:

- For the gallop: 5% (excl. tax) of the auction price, included in the selling expenses to the Seller
- For the trot, in addition to the sale fees to the Vendor:
  - ✓ 8.34% excl. tax, subject to VAT for taxable intermediaries, of the auction price, for Horses in training, foals and yearlings
  - ✓ 4.17% excl. tax, subject to VAT for taxable intermediaries, for mares, stallions and stallion shares

This commission will therefore be a maximum amount, including tax, of 5% or 10% for French taxpayers, depending on the type of Product.

These commissions will be deducted from the sums due to the Seller in the event that an intermediary has been declared following the auction (under the conditions set out in article 4.6.5 2) of these general terms and conditions of sale

The intermediaries (trainers or brokers) intervening for their account or the account of Buyer in the purchase of a product and present on the day of the sale will indeed receive according to the usage a commission on any auction equal or higher than €2,000.

This commission will be paid by AUCTAV to the intermediary after full payment of the product by the Buyer, on condition that the intermediary has sent him a specific invoice for this sale, imperatively showing VAT at 20% (or intra-Community VAT where applicable), if the intermediary is a taxable person, and this within a maximum period of 1 month after the sale.

After this time limit, any invoice will be null and void and no commission will be paid by AUCTAV.

AUCTAV also reserves the right to offset the debts and receivables of an intermediary.

#### **4.6.14. Value Added Tax**

The Product is sold either with or without V.A.T., but in any event, the Auction price is understood to be exclusive of taxes. The system for each Product in the catalogue is indicated under the Seller's responsibility.

VAT will be calculated on the auction price plus the purchase costs.

The methods of calculating VAT give rise to 8 cases:

- The Buyer is French and subject to VAT: VAT is invoiced on the full sale price (recoverable VAT)
- The Buyer is subject to VAT in an EU Member State other than France, provides his intra-community identification number and the Product is delivered to an EU Member State: exemption from VAT (presentation of proof of export required)
- The Buyer is subject to VAT in an EU Member State other than France, provides his intra-community identification number and the Product remains in France: VAT will be invoiced (VAT recoverable from the French tax authorities)
- The Buyer is not liable for VAT either in France or in another EU Member State: VAT will be invoiced (VAT is not recoverable).
- The Product is exported outside the E.U.: payment of a 20% VAT deposit refunded on presentation of the official export document.
- VAT exemption on presentation of the customs document certifying export.
- The Product is exported immediately to an EU country
  - a) If the Buyer is subject to VAT in his country of residence, his European VAT number must be communicated to AUCTAV under this condition only: VAT exemption. This number will appear on the sales invoice.
  - b) If the Buyer is not subject to VAT in his country of residence: invoicing of 20% in addition to the Attribution price plus purchase costs
- Special case: The Product is temporarily imported (TVAD)
  - a) The Buyer is a resident: 20% of the price of the Attribution is invoiced, regardless of the Buyer's tax status (VAT is recoverable for taxable persons under the statutory conditions).
  - b) The Buyer is a non-resident and wishes to keep the Product as a temporary import: no VAT (TVAD) will be charged, but the transfer costs of the temporary import will be borne by the Buyer.

- c) The Buyer is foreign (EU or non-EU) and wishes to re-export the Product: no VAT will be charged.

AUCTAV declines all responsibility for the legal and fiscal consequences of a false declaration by the Buyer.

### **5. Rescission of Sale**

If, within 30 days of taking delivery of the Product, the Buyer considers that the Product is affected by a hidden defect, the Buyer must inform the Seller that he intends to have an amicable contradictory expert appraisal carried out in order to assess the merits of his claim.

The buyer recognizes however that the information communicated to the rostrum or having been the subject of a communication by AUCTAV (on the catalogue, on the website or others) cannot be considered as hidden defects.

This expert appraisal will be done immediately by a veterinary expert approved by both parties or failing that appointed by AUCTAV. The duration of the operations may not be invoked by the Seller as grounds for inadmissibility of any subsequent action. The parties may undertake to accept the conclusions of the said expert, unless there is a formal defect.

In all circumstances, any action for rescission of the sale brought by the Buyer must be brought directly against the Seller, whose name will be provided by AUCTAV. The action for rescission must be brought within one month of receipt of the amicable expert appraisal's report.

No claim, even in case of redhibitory defect, is admissible if the Buyer has not paid the full amount of his purchase. In case of redhibitory defect or dispute the funds will be blocked by AUCTAV.

Except in the case of a wild bid, any Seller will be obliged, in the event of a rescission of the sale for any reason whatsoever, to reimburse the Buyer for the costs and fees of the sale as well as all expenses incurred by the Buyer for the preservation of the disputed Product (however, in the event of export of the Product, the costs of the stay abroad and repatriation to France will remain the responsibility of the Buyer).

Under no circumstances may AUCTAV be held responsible for the action to rescind the sale.

It is expressly agreed that the buyer will be deprived of any action, excluding that based on redhibitory defects, upon participation of the animal sold in any equestrian event.

### **6. Privacy Policy and respect of Personal Data**

Personal data collected by AUCTAV are recorded and processed electronically, in compliance with applicable laws and regulations and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council applicable as of 25 May 2018 (known as "RGPD") and Law No. 78-17 of 6 January 1978 as amended, known as the "Data Protection Act".

Persons participating in auctions organized by AUCTAV agree that the latter may share its data and their updates with any entity of the AUCTAV group or with its service providers, prescribers and / or subcontractors. They also agree to receive by Internet, SMS, or any other media, mailings of commercial prospecting. The list of entities likely to benefit from information communications will be sent on request to AUCTAV. The above-mentioned persons have the right to access, rectify, oppose, delete and port personal data at any time, free of charge (stamp duty being reimbursed), as well as the right to withdraw their consent at any time by sending a request to AUCTAV "Bois Roussel" 61500 BURSARD (email: [contact@auctav.com](mailto:contact@auctav.com)).

### **7. Transfer of image and sound rights**

Under these general conditions, the Visitor expressly grants AUCTAV the right and authorization, without limitation, to reproduce and exploit, re-exploit, publish, republish and broadcast (including worldwide distribution) the videos with or without sound, the interviews, as well as the photographs and images representing him or his products and/or his collaborators in which he/they appear in whole

or in part on any current or future medium for purposes of illustration, advertising, marketing or promotion carried out for the benefit of AUCTAV.

The Visitor hereby waives any right to inspect or authorize any communication by AUCTAV in which he, his or products or collaborators may appear.

### **8. Limitation of liability**

AUCTAV is only responsible for the provision of the Service but can in no case be held responsible for any damage resulting from the use of its services.

In particular, AUCTAV will never be held responsible for damages related to:

- the conclusion of a sales contract between a Buyer and a Seller, in particular if the contract turns out to be unfavourable to the Buyer or if the Product is sold at a price lower than the expected price.
- the presentation of a Product in the course of a sale, particularly in the knowledge that said presentation is carried out under the instructions and control of the Seller.

If the liability of AUCTAV was to be retained under the provision of the Service, it will be limited to the net amount of the invoice of the auction costs that AUCTAV receives as part of the mission conducted by him. In any case, AUCTAV's liability will remain limited to the amount covered by its civil and professional liability insurance. AUCTAV may only be held liable for direct damage suffered by the User as a result of a breach attributable to it, within the limits set out above. Any compensation for indirect damage is excluded.

In accordance with the provisions of article L321-17 of the French Commercial Code, civil liability claims arising from auctions and voluntary and judicial sales of furniture by public auction are subject to a five-year statute of limitations from the date of the auction.

### **9. Entirety**

If one or more stipulations of these General Terms and Conditions of Sale were held to be invalid, null and void or declared as such in application of a legal or regulatory text or following a final judicial decision, the other stipulations would retain all their force and scope.

The fact that AUCTAV does not avail itself of a breach of any of the obligations referred to in the General Terms and Conditions of Sale may not be interpreted for the future as a waiver of the obligation in question.

### **10. Legislative and jurisdictional competence**

In accordance with the law, it is specified that all civil liability claims arising from auctions and voluntary sales of furniture by public auction are subject to a limitation period of five years from the date of the auction. These general terms and conditions are governed solely by French law. Any dispute relating to their existence, validity, enforceability against any Seller, bidder or Buyer, and their performance shall be settled by the competent court in the jurisdiction of Alençon (France).