

## **Auction Conditions – Foal Auction Dronten 2025**

### **GENERAL:**

1.1 These auction conditions apply to all agreements concluded at the foal auction between seller and buyer, regarding foals offered via Stichting Veiling Dronten, as well as all resulting agreements.

1.2 Dutch law applies to these agreements.

1.3 These auction conditions will be made known to auction visitors before the auction starts by or on behalf of Stichting Veiling Dronten. These conditions are also included in the auction catalog and on the auction website [www.veilingdronten.nl](http://www.veilingdronten.nl). By placing a bid, the bidder declares to have read and fully agree with these auction conditions.

1.4 Terms in Article 2 written in capital letters are to be understood with the specific meanings assigned to them in these conditions.

### **DEFINITIONS:**

2a BUYER: Individual or legal entity acting as buyer in the foal auction.

2b NOTARY: The notary or substitute notary before whom the foal auction takes place.

2c FOUNDATION: Stichting Veiling Dronten.

2d AUCTION COMMITTEE: Committee appointed by the Foundation to organize the foal auction.

2e SELLER: Individual or legal entity acting as seller in the auction.

2f FOAL: A foal designated for auction by the committee.

2g FOAL AUCTION: Annual auction organized by the Foundation.

2h AUCTIONEER: Appointed auctioneer who leads the auction.

2i ACCEPTANCE: The auctioneer's acceptance of a bid.

### **AUCTION:**

3 The auction is organized by Stichting Veiling Dronten under the supervision of a notary or representative from the notary office Pot en Koekoek in Ermelo. All their services are subject to general terms and conditions, available on their website.

### **PURCHASE AGREEMENT:**

4 The purchase agreement is concluded upon acceptance of the bid by the auctioneer.

### **AUCTION METHOD:**

5.1 The auction is led by an auctioneer appointed by the Foundation.

5.2 Foals are sold by bidding, in catalog order, determined by drawing lots.

5.3 Bids can be made by raising the catalog or online via the ClipMyHorse/Auction platform. Unless indicated otherwise, bids must increase in €250 increments. The Foundation, auctioneer, or notary may refuse a bid without reason.

5.4 Each bidder is deemed to bid on their own behalf and is bound to their bid until a higher one is accepted.

5.5 Bidders may also participate by phone. For info, contact Mr. Henk Frederiks at +31 6 13446451.

5.6 If the auctioneer makes a mistake, they may correct it. 5.7 The notary records and, if necessary, confirms facts during the auction. Related disputes are settled definitively based on the notary's record.

#### **DISCLAIMER OF LIABILITY:**

6.1 The Foundation disclaims any liability for the health condition or stable vices of the foals, including osteochondrosis in the knees or hocks. This also applies to the seller and is accepted by the buyer, unless Article 8 applies.

6.2 The Foundation is not liable if a catalog-listed foal is not auctioned.

6.3 The Foundation is not liable for accidents or damage on or near auction-related premises. Entry is at one's own risk.

6.4 The Foundation disclaims liability for third-party damages during the auction unless caused by intent or gross negligence of the Foundation or its leadership.

#### **PAYMENT AND DELIVERY:**

7.1 After buying a foal, the buyer must pay the purchase price plus 10% auction fees (excl. VAT) in cash or by phone transfer on the first working day after the auction to account NL47 RABO 034 81 44 334.

7.2 The Foundation pays the seller after receiving the buyer's payment and confirmation of proper delivery.

7.3 The seller must keep foals younger than 5 months with the mare, free of charge.

7.4 Until physical delivery, the foal remains at the seller's risk. If sold under 4.5 months, risk transfers at 5 months of age or upon earlier delivery. The foal must be received by the buyer in the same condition as during the auction, barring normal aging. If delayed due to seller, the seller retains risk.

7.5 The foal is delivered to the buyer's address. Foreign buyers must provide a Dutch delivery address.

7.6 The foal's registration certificate remains with the Foundation until both parties have fulfilled all obligations.

7.7 No VAT is due unless stated in the catalog. If applicable, the auction price is exclusive of VAT.

#### **NON-COMPLIANCE:**

8.1 The seller guarantees the foal is free from stable vices (cribbing, wind-sucking, weaving) for 48 hours post-delivery. If otherwise, the buyer must notify the seller by registered letter.

8.2 If a qualified veterinarian confirms one of these vices existed before delivery and issues a written statement, the buyer may either cancel the sale or negotiate a price reduction without penalty. This must be done within one week via registered mail.

**BREACH OF CONTRACT:**

9 In case of default (excluding force majeure or lawful cancellation under Article 8), the other party may:- Demand compliance, or- Consider the agreement dissolved. In both cases, the offender owes a €2,500 fine. If compliance is demanded, an additional €250/day applies for continued non-compliance. Damage compensation can also be claimed after written notice with at least 8 days' grace.

**DISPUTES:**

10 All auction-related disputes are settled in the final instance by the auction notary, who may consult experts. This is a binding settlement under Dutch law unless a party brings the case before a regular court within one month of the notary's inquiry.

Auction Conditions Foal Auction Version 2025.