

Auction terms and conditions Sporthorses 2025

GENERAL

1.1 These auction conditions apply to all agreements concluded at the foal auction between seller and buyer regarding foals offered at the auction organized by 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 visitors before the auction, are included in the auction catalog and available at www.veilingdronten.nl. By placing a bid, each bidder declares they have read and fully agree to these terms.

1.4 Defined terms in Article 2 apply throughout these conditions.

DEFINITIONS

- a. Buyer: Individual or legal entity purchasing a foal at the auction.
- b. Notary: The notary overseeing the auction.
- c. Foundation: Stichting Veiling Dronten.
- d. Auction Committee: Group organizing the auction on behalf of the Foundation.
- e. Seller: Individual or legal entity selling a foal.
- f. Foal: The foal designated for auction by the committee.
- g. Foal Auction: Annual auction organized by the Foundation.
- h. Auctioneer: Person leading the auction, appointed by the Foundation.
- i. Acceptance: When the auctioneer accepts a bid.

AUCTION

3 The auction is held by Stichting Veiling Dronten under supervision of a notary from Notariskantoor Pot en Koekoek in Ermelo. Their general terms apply (see their website).

PURCHASE AGREEMENT

4 The purchase agreement is concluded upon acceptance of a bid.

AUCTION METHOD

5.1 The auctioneer is appointed by the Foundation.

5.2 Foals are auctioned by ascending bids, in catalog order (drawn by lot).

5.3 Bidding is done by raising the catalog or via the online platform ClipMyHorse/Auction. Bids are in €250 increments unless stated otherwise. The Foundation/auctioneer/notary may refuse bids without reason.

5.4 Bidders are considered to be bidding for themselves and are bound to their bid until a higher bid is accepted.

5.5 Bidding by phone is possible. Contact Henk Frederiks at +31 6 13446451 for arrangements.

5.6 The auctioneer may correct any errors.

5.7 The notary records relevant facts and settles disputes based on their observations.

LIABILITY EXCLUSION

6.1 The Foundation disclaims all liability for health/stable defects of the foals, including osteochondrosis in knees or hocks. This also applies to the seller.

6.2 No liability if a catalog-listed foal is not auctioned.

6.3 No liability for accidents or damage at or near the auction venue. Enter at your own risk.

6.4 No liability for third-party damages unless caused intentionally or by gross negligence of the Foundation or its leadership.

PAYMENT & DELIVERY

7.1 Buyer must pay the purchase price plus 10% auction costs (excl. VAT) by cash or bank transfer (NL47 RABO 0348 1443 34) the next working day after the auction.

7.2 The Foundation pays the seller after receiving full payment and confirming correct delivery of the foal.

7.3 Seller must keep foals under 5 months with the mare at no extra charge.

7.4 Until physical delivery, the foal is at seller's risk. If younger than 4.5 months, risk transfers either at 5 months of age or upon earlier delivery. Foal must be received by the buyer in the condition it was during the auction. If delivery is delayed due to seller's fault, seller bears the risk.

7.5 Seller delivers the foal to buyer's residence. Foreign buyers must provide a Dutch delivery address.

7.6 Registration papers remain with the Foundation until financial obligations are met and delivery is completed.

7.7 No VAT is charged unless stated in the catalog. If VAT applies, the auction price is automatically VAT exclusive.

NON-COMPLIANCE

8.1 Seller guarantees the foal is free of stable vices (crib-biting, wind-sucking, weaving) for 48 hours post-delivery. Buyer must notify seller via registered letter if otherwise.

8.2 If a specialized vet confirms such a vice existed before delivery, buyer can demand contract cancellation or a price reduction without penalty. This must be requested within 1 week by registered letter; otherwise, the right lapses.

DEFAULT

9 If seller or buyer defaults (except in force majeure or cancellation under Article 8), the other party may:

Demand fulfillment, or

Consider the contract dissolved.

In both cases, a €2,500 fine applies, plus €250 per additional day of non-compliance if fulfillment is demanded. The other party can also claim damages after a formal notice of default with 8 days' grace period.

DISPUTES

10 Disputes are decided in final instance by the auction notary, who may consult experts. This is a binding settlement agreement under Dutch law unless one party refers the case to court within one month of the notary's written request to decide jurisdiction.

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