

BWP Online Foal Auction 2017

Terms and conditions

1. Belgian Warmblood vzw – BWP (hereafter: organiser). Will organise an online foal auction, the BWP online foal auction. The BWP online foal auction will start on 29 September and will end on the 2nd of October 2017. The Auction takes place under the supervision of a civil-law notary appointed by BWP.
2. If one takes part in this auction, one agrees to these auction terms and agreements explicitly and unconditionally. To take part in this auction, the buyer must register himself at www.equinia.com/register. By this registration, one agrees to these auction terms and agreements.
3. The seller gives BWP the task to sell a foal on account of the seller applied by the general conditions.
4. The foals in this auction participated in a regional BWP/Brp selection with a minimum score of 75%. Furthermore, all the foals had a veterinarian check with positive results.
5. Bidding and payments are made in euro.
6. The sale occurs by auction to the highest bidder by payment of the purchase price and if needed VAT, and 8% commission surcharge (ex-VAT). The purchase is made according to Belgian law. The auction terms and conditions are part of the purchase agreement.
7. The website will indicate a closing time for the auction per lot. If a bidding is made in the last five minutes of the closing time, the auction automatically adds another five minutes to the lot; a new indicated closing time will be presented.
8. If a foal is assigned, the legal risk transfers to the buyer. The seller stays owner of the foal until the full payment of all the invoices according to art. 9.
9. After the auction, the buyer will receive a settlement via email, together with two invoices to be paid (one on the name of BWP and one in the name of the seller). The invoice on the name of BWP includes the premium of 8%, increased by VAT. If the seller is subject to VAT, they are mentioned on the auction website. The invoices have to be paid before the due time mentioned on the invoice. In the case of non-payment, an interest of 10% per year will be due in justice and without notice of default. Moreover, a damage claim of 10% of the amount due, with a minimum of 65,00 will be charged.
10. Only after full payment of both invoices, is the buyer allowed to pick up the foal. The arrangement for picking up the foal has to be arranged directly between buyer and seller.
11. The organiser is in no way liable if a hidden or redhibitory defect would appear. The buyer can invalidate the sale only if one of the following redhibitory vices occurs: cribbing, weaving and aerophagy. The buyer has to inform the seller about the invoices by registered letter within 21 days after the delivery of the foal. The seller and not the organisation remains responsible for the possible redhibitory defect and all further financial and/or other implications. The premium mentioned in article 9 remains in any case acquired for the organiser and cannot be reclaimed.

12. The organiser is not liable for possible erroneous information and/or misprints in the catalogue/website.
13. In the case of export of a horse, the buyer will submit valid transport documents within the year, on forfeiture of a penal sum consisting of the VAT as yet to be charged.
14. The organisation will definitively decide on any disputes that may arise regarding the sale during the auction procedure.
15. If after the auction a difference would arise regarding the sale, the buyer and the seller will try to find an amicable settlement. Buyer and seller should, therefore, contact the BWP board Board of directors, i.e., the President. The board of Directors will invite the other party, listen to the parties point of view, try to reconcile them and try to reach an amicable solution to the problem. If a solution is reached an agreement or compromise will be drawn up and will be signed by both parties. If an amicable settlement is not possible, the Board of Directors will communicate that to the parties in writing. If the parties cannot reach a settlement, only the district-courts of Leuven, department of Leuven, are competent, The Belgian law is applicable.
16. The English version of these auction conditions is a translation of the Dutch text. Only the Dutch text has a binding effect in this respect. The translation of these auction conditions into another language is purely informative.