

BWP Elite Foal Auction 2021

Terms and conditions

1. Belgian Warmblood vzw – BWP (hereafter: organiser) will organise a studio auction, the BWP Elite Foal auction. The BWP Elite Foal auction will take place on the 5 of July 2021. The studio auction takes place under the supervision of a civil-law notary, assisted by the auctioneer 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.bwp.auction. 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 BWP foals in this auction are descendants of a BWP performance mare line or of a BWP Elite mare. The foals are selected by the auction committee. 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 10% commission surcharge (ex-VAT). The purchase is made according to Belgian law. The auction terms and conditions are part of the purchase agreement.
7. 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.
8. The delivery of the foal can't take place before the foal has reached the age of 4,5 months and is weaned for at least 2 weeks before delivery.
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 10%, 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, the seller will deliver the foal to the buyer, as far as the delivery takes place in Belgium. The arrangement for picking up/delivery of 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 in the catalogue or on the 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, only the district-courts of Leuven, department of Leuven, are competent, The Belgian law is applicable.

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.

ADDENDUM

AUCTION CONDITIONS FOR ONLINE BIDDING AT THE BELGIAN WARMBLOOD AUCTION

By making a bid via internet, the bidder accepts unconditionally the mentioned auction and sales conditions, as well as the conditions below, which are also applicable to the BELGIAN WARMBLOOD AUCTION ONLINE.

Auctioning party : Belgian Warmblood, Waversebaan 99, B-3050 Oud-Heverlee

Terms and conditions :

1. Every bid, expressed by a participant, is, just like a bid on the spot, irrevocable and unconditional.
2. For determining if a bid in the auction has first been made by an internet participant or by a bidder on the spot, the judgement of the auctioneer is binding.
3. Any participant is aware of the fact, and agrees with it, that the services offered by the auctioning party are limited to technically facilitating a) following the BWP Elite Foal Auction via internet and b) participating in the BWP Elite Foal Auction as a bidder.
4. The participant is aware of the fact, and explicitly agrees, that the services available via the website are limited to making it technically possible to follow the auction and to participate in the auction as a bidder. Belgian Warmblood - BWP vzw does not have or take any responsibility in the organization and the course of the auction via its website (for instance, and without wanting to be limitative : the website drops out or reacts slowly during the auction). Belgian Warmblood - BWP vzw takes every possible effort to secure its systems against loss of data and/or any form of unlawful use, and takes the appropriate technical and organizational measures. In his/her contact with Belgian Warmblood - BWP vzw the participant is obliged to adequately secure his/her computer and/or any other device used to have access to the auction site, and as usual to protect them from viruses or other illegal programmes or sites which can be spread via internet.
5. When the participant in the auction makes a bid via the internet, that bid has equal legal effect as a bid on the spot.
6. In order to be allowed to make a digital bid in the auction, the participant may be asked by the auctioning party to transfer an internet security. In that case, the participant has to meet that request before he can be accepted to participate.
7. By making a bid via internet, the participant declares to know the procedure of deposit, securing and release of the internet deposit and declares to accept that procedure.
8. If the participant is, for whatever reason, not capable of meeting his obligation to take possession of the auction object, the caused damage will be recovered from him by the auctioning party, in the first place, but not exclusively, from an internet deposit.
9. The participant declares to possess a mobile phone with which sms-messages can be received. During the auction, the participant must be attainable for the auctioneer, the auctioning party and the auction organizer.
10. The auction organization reserves the right to give up the implementation of a specific auction via internet, for whatever reason and at any moment.
11. The auction organization has the competence to modify this registration declaration. The participant will every time have the right to refuse the altered stipulations. In that case, the auctioning party has the right to directly stop its service to the participant. From that moment, the participant will no longer be able to participate in auctions (via internet).

12. When the participant wants a service which causes an unusual transaction in the sense of Wwft, the auction organization, the auctioning party and/or the auction has the obligation to communicate that to a central reporting. It is not permitted to communicate that to the participant.

DECLARATION CONCERNING THE AVAILABILITY OF PERSONAL DATA

The personal data communicated by the participant may only be used for the above mentioned registration which allows to take part in bidding via internet. The auctioning party, and also the notaries involved in an auction, can ask for and have insight in all data made available by the participant. The above mentioned personal data of the participant may only be passed on to third parties in so far as this is necessary for bidding in the auction. The above mentioned personal data of the participant may not be sold, let or otherwise given to third parties. The participant gives his consent for the visibility of his data to all collaborators of the auctioning party and other parties connected to the internet bidding system.