

AUCTION TWINKELING | AUCTION CONDITIONS 2016

1. The auction is organized by STOETERIJ TWINKELING whose registered office is situated at Hoebenschot 6a, 2460 Lichtaart.
2. STOETERIJ TWINKELING sells foals and embryo's in its own name and for its own account and on behalf of and for the account of the sellers whereby they will act as a mediator.
3. The auction will be under the supervision of a notary, who will be assisted by the auctioneer.
4. The foals and embryos shall be auctioned in their condition at the time of the auction.
5. The sale shall be in euros (EUR) and by auction to the highest bidder, by payment of the knocking down price and expenses. By bidding, a bidder shall undertake to pay the settlement amount immediately.
6. The settlement amount shall be due immediately upon the knocking down (cash payment or cheque with bank guarantee). The settlement amount shall consist out of the knocking down price plus a 5% (VAT excl.) surcharge on the knocking down price; this net price may be increased by any applicable VAT on the aforementioned net price. The settlement amount shall be paid not later than 5 days after the end of the auction. The ownership of the horse or embryo shall pass to the buyer after the full payment of the settlement amount to STOETERIJ TWINKELING. STOETERIJ TWINKELING shall not be responsible for the collection of the settlement amount.
7. In case of the sale of an embryo, the settlement amount will be increased by an amount of 3.000 EURO. This amount is the guarantee for the surrogate mare and will be refunded to the buyer upon return of the surrogate mare in good physical condition (after veterinary control).
8. The provisional allocation is done under the condition precedent of the seller's approval.
9. After the knocking down the risk shall pass to the buyer. The buyer and the seller shall, in joint consultation, make arrangements for the delivery which can take place after full payment.
10. All horses and foals have been examined by the attending veterinary. He/she will make a report for every foal which can be consulted by the buyers prior to the start of the auction. In case of a purchase, the buyer shall be deemed to have consulted this report.
11. Each bidder shall be deemed to have taken note of these auction terms and conditions and to have accepted the same. These auction terms and conditions shall therefore automatically be applicable as soon as a bid is made.
12. The information mentioned in the auction catalogue or shown on the video images is for information purposes only in order to give an impression with regards to the qualities of the horse that is offered.
13. The notary public shall, in the first and also in the last instance, settle any and all such disputes as may arise during the auction with regard to the auction.
14. The sale shall take place in accordance with Belgian law. In the event of any disputes, only Belgian law shall apply and the Courts of Turnhout shall have exclusive jurisdiction to take cognizance of the disputes. In the event of a dispute, only the Dutch text shall apply.

*Foals and embryos offered for sale by VAT-bound sellers will be accompanied by an invoice with added VAT (21%). The VAT must be settled with the payment. The auction catalogue mentions when the seller is VAT-bound.