



THE YOUNGSTERS  
AUCTION

# Auction Terms & Conditions 2024

## General

1.1 On 15 October 2024, the private limited company, The Youngsters Auction B.V., listed in the Chamber of Commerce under number: 90543149 (hereinafter referred to as The Youngsters Auction), organises The Youngsters Auction (hereinafter referred to as the auction) in its role as intermediary between the seller and buyer. The bids are made at the live event or via an online bidding system.

1.2.1 These auction conditions apply to all purchase agreements concluded during the auction with regard to horses offered through The Youngsters Auction, as well as to any ensuing agreements. The applicability of other general terms and conditions is excluded. Horses are deemed to include foals.

1.2.2 All the stipulations in these auction conditions were partly drawn up for the benefit of everyone who is working or used to work for and/or on behalf of The Youngsters Auction. The provisions of these auction conditions apply directly to these (legal) persons, as if they were The Youngsters Auction themselves.

1.3 These conditions will be announced before the start of the auction and will be included on the website/auction catalogue. The website is: [www.theyoungsters-auction.com](http://www.theyoungsters-auction.com)

## Sale/Auction

2.1.1 The Youngsters Auction organises and facilitates the auction, and auctions one or more horses on behalf of the seller, without being or becoming a party to the conclusion of the purchase agreements.

2.1.2 The seller guarantees that he can transfer full ownership of the horse to the buyer freely and unencumbered.

2.1.3 The seller indemnifies The Youngsters Auction against any claim, regardless of size and nature and regardless of who, for non-conformity revealed during or after



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the auction with regard to a sold horse. The seller is obliged to indemnify The Youngsters Auction against claims from the buyer and/or third parties relating to the seller's failure to comply with these guarantees or any other claim by third parties.

2.2 During the auction the horses will be presented leading by the reins. The horses will be sold by auction in Euros, unless otherwise stated, subject to a **minimum bet of €12,000** or to a **minimum bet of €20,000** for the auction horses. Bids must be made in steps of **€1,000 for prices up to €20,000, €2,000 for prices up to €60,000, €5,000 for prices up to €200,000** and, in excess thereof, in **steps of €10,000**. A potential bidder/buyer will be bound to his/her bid, until a higher bid is made. If the buyer is assigned the auction price by the auctioneer, the relevant buyer is obliged to pay the price, as calculated in Article 3. In case of doubt about the validity of an auction price, the last bid can be accepted again and bidding will resume. The online bidding system is leading in any disputes that arise during or as a result of the bidding process. Bids on a horse can be placed both physically and online. The auctioneer determines who made the last bid. A bidder/buyer and/or commission agent is, in addition to any principal, fully liable in case of failure to fulfil his obligations.

2.3 The Youngsters Auction has the right to refuse anyone access to and/or participation in and/or registration for the auction, without stating reasons, or to impose (further) conditions on this.

2.4 A purchase agreement is concluded between the buyer and seller as a result of the award.

2.5 The horses are sold or auctioned with all faults, without action or rebate, in the condition they are in at the time of award. All this without liability on the part of the Youngsters Auction regarding the value, condition or quality of the horses auctioned.

2.6 The Youngsters Auction has made every effort to compile the auction website/catalogue as accurately as possible. The information about the pedigrees is aimed at giving an impression of the quality of the horses, without pretending to be complete and without giving any guarantees.



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2.7 It is the responsibility of the seller to check the accuracy of the information on the auction website/in the catalogue regarding the horse he is offering and to timely inform The Youngsters Auction in writing, before the auction, of any errors or omissions and indicate in as much detail as possible which changes or additions need to be made.

2.8 At the request of The Youngsters Auction, the bidder/buyer must sign a written purchase agreement immediately after awarding and produce valid proof of ID. If the purchase agreement is not immediately presented to the bidder/buyer for signing, the bidder/buyer must report to the secretarial office of The Youngsters Auction immediately after the auction.

2.9 Only commission agents recognised by The Youngsters Auction who have indicated to The Youngsters Auction prior to the start of the auction that they are acting on behalf of one or more of the bidders/buyers can claim commission from the relevant seller. This commission amounts to 5% of the auction price excluding 21% VAT. Only after the bidder/buyer has fully fulfilled his (payment) obligations will The Youngsters Auction owe a 5% commission, unless deviating written agreements were made before the auction. The seller must pay the commission including VAT by transferring it into the account of The Youngsters Auction, which will ensure forwarding to the relevant commission agent after the bidder/buyer has fulfilled all his (payment) obligations.

### **Settlement of auction amount and costs**

3.1.1 The buyer must fulfil his payment obligations within 7 days after the end of the auction. If the buyer fails to comply with this, The Youngsters Auction is entitled to not recognise the bid, to declare it invalid and to re-auction the purchased horse. The original bidder's bid will not be accepted again.

3.1.2 The original bidder/buyer will be obliged to reimburse The Youngsters Auction for the difference between his bid and the final lower purchase price, as well as the costs of re-auction, without prejudice to the other rights of The Youngsters Auction. The bidder/buyer is unable to claim in the event of higher proceeds after re-auction.

3.2.1 The price is calculated as follows:



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Auction price +  
10% auction fee +

Price due excluding 21% Dutch turnover tax

The price is immediately due and payable. Payment must be made by bank transfer or in cash. Set-off against any counterclaims is excluded.

3.2.2 If a bidder makes a bid, this bid counts as an offer to the seller within the meaning of Section 6:217 of the Dutch Civil Code. A bidder is bound by a bid and is considered irrevocable and unconditional. Every bidder who places a bid is deemed to be bidding for himself and is personally bound to the obligations vis-à-vis The Youngsters Auction and the seller. This also applies if the bidder making the bid acts on behalf of a third party.

3.2.3 When placing a bid at an auction, the bidder cannot rely on bidding or typing errors or mistakes.

3.3 The Youngsters Auction is permitted to obtain information about the financial solvency of a relevant bidder/buyer and to make participation in the auction and the conclusion of an agreement with the relevant bidder/buyer dependent on the information obtained.

3.4 A bidder/buyer will have the right to pay by funds transfer subject to the prior written permission from The Youngsters Auction, on the understanding that the amount due must be credited to The Youngsters Auction's account number within 7 days after the auction.

3.5 The Youngsters Auction does **not take out insurance** on behalf of the seller and/or buyer of the relevant horse. Since the buyer and the seller participate in the auction entirely at their own expense and risk, The Youngsters Auction advises them to take out the insurance themselves.

3.6 Payment to anyone other than The Youngsters Auction does not release the seller or the bidder/buyer from the payment obligations vis-à-vis The Youngsters Auction.

3.7 If The Youngsters Auction has not received full payment from the bidder/buyer within 7 days after the auction, the bidder/buyer will be legally in default. In that



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case, the bidder/buyer owes additional costs to and on behalf of The Youngsters Auction, including storage and similar costs, in addition to the other amounts owed by him. The total amount will be increased by these additional costs, to be calculated from the time of auction until the time of full payment.

3.8 If The Youngsters Auction has not received full payment from the bidder/buyer within 7 days after the auction, The Youngsters Auction further has the authority to consider the purchase as cancelled, without notice of default on behalf of the seller and without his consent. In that case, the seller and the bidder/buyer remain obliged vis-à-vis The Youngsters Auction to meet all their payment obligations stated in these auction conditions, insofar as they concern compensation payable to The Youngsters Auction. In addition, the bidder/buyer owes The Youngsters Auction administration costs of 5% of the purchase price and owes all (extra-)judicial costs involved in the collection, subject to a minimum of € 1,000 excluding VAT. The seller and buyer/bidder are not entitled to set-off.

3.9 If the seller or bidder/buyer terminates the purchase agreement or otherwise impairs it, the bidder/buyer will continue to owe The Youngsters Auction the commission amount of 10%, without prejudice to any other rights of The Youngsters Auction in that case. The above does not apply if the consumer or buyer uses his right of withdrawal during an online auction, as provided for in Section 6:230(o) of the Dutch Civil Code.

3.10 The Youngsters Auction is deemed an entrepreneur for turnover tax purposes. Prior to the auction, it will be announced for each horse under which VAT regime the relevant horse will be auctioned.

3.11 If, at the bidder's/buyer's request, the bidder/buyer is invoiced at zero VAT rate with regard to the transfer of auctioned horses to another Member State of the European Union, the bidder/buyer undertakes to fulfil all necessary conditions to complete a legally valid intra-Community transaction.

3.12 If, for whatever reason, it turns out that (subsequent) application of the VAT zero rate is not possible, the bidder/buyer must pay the amount that would have been due if delivery had concerned delivery of the relevant horse within the Netherlands. The bidder/buyer is obliged to pay the aforesaid amount immediately to The Youngsters Auction, if so requested by the latter. In that case, reimbursement will only be paid subject to the bidder/buyer meeting the conditions of 3.10. The



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bidder/buyer is liable and indemnifies The Youngsters Auction in any case for all damage or loss resulting from failure to comply with the conditions stated in 3.10. In addition, the bidder/buyer is liable for all (extra-)judicial costs incurred by The Youngsters Auction, subject to a minimum amount of € 1,000 excluding VAT.

### **Auction horses; liability**

4.1 The horses offered in the auction are identified by pedigree, sex, colour and year of birth, as indicated on the website/in the catalogue. The Youngsters Auction excludes liability with regard to the state of health, performance and/or intended deployment of the horses to be auctioned. The seller indemnifies The Youngsters Auction against any claim from third parties (including bidders/buyers) due to damage or loss resulting from the seller's failure to comply with the inspection and notification obligation with regard to the website/catalogue as referred to in 2.7.

4.2 The Youngsters Auction is not liable for injury to persons or damage to or loss of property arising prior to, at the time of and after the auction, unless this injury, damage or loss is the result of intent or deliberate recklessness on the part of The Youngsters Auction or its managerial subordinates.

4.3 Horses sold through the auction will have been radiologically examined no later than 3 months prior to the auction. A usual clinical (sport horse) examination will take place at least two weeks before the auction.

4.4 The Veterinary findings can be clarified by Veterinary Clinic Wolvega and be inspected by and at the request of the potential buyer, prior to the auction. The Youngsters Auction is not liable for the accuracy of the information in the veterinary report (including any additional findings attached), the veterinary information provided on the auction site and the information provided during the auction. The content of these veterinary reports is binding for The Youngsters Auction, seller, bidder and buyer.

### **Issuance, transfer of risk and ownership**

5.1 Immediately after award of a horse, the risk regarding the purchased horse is transferred to the relevant buyer, including all responsibilities and liabilities and all risk factors. The buyer will indemnify The Youngsters Auction against all third-party claims in this respect.



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5.2 The ownership of the purchased horse is transferred to the buyer at the time of purchase as referred to in Article 5.3 of these conditions, but not until the buyer has paid the full purchase price and any amounts owed to The Youngsters Auction on account of non-compliance.

5.3.1 The buyer is obliged to collect the purchased horse within 10 days after the auction, at the location determined by The Youngsters Auction; at the request of The Youngsters Auction, the buyer may be asked to produce valid proof of ID. Once purchased, the horse is deemed to have been delivered. The purchase consists of the buyer collecting the purchased horse.

5.3.2 Purchase/delivery can only take place after the full purchase price and any remaining amounts owed by the buyer have been paid to The Youngsters Auction. As long as The Youngsters Auction has not received full payment from the buyer, including payment due under other purchase agreements, the seller remains the owner of the horse.

5.3.3 If the buyer does not collect the horse within 10 days after the auction, in this case on or before 15 October 2024, an amount of EUR 50.00 excluding VAT will be charged for each day after the stated period of 10 days. The purchase is only deemed complete after the full purchase price and any remaining amounts due have been paid by the buyer, including those relating to work performed for the buyer and/or on account of claims due to failure to comply with the purchase agreement. If the buyer refuses to take delivery or fails to provide information or instructions necessary for taking delivery, the purchased horse will be removed by The Youngsters Auction and stored at the expense and risk of the buyer. In that case, the buyer is subject to culpable neglect and obliged to reimburse The Youngsters Auction for all additional costs, which in any case includes storage costs. If the horse has been purchased by a foreign buyer, the buyer will, with due observance of a reasonable period necessary to arrange the transport formalities abroad, arrange for immediate transport of the purchased horse abroad, except in the situation in which the buyer intends to deploy the horse in the Netherlands.

5.4 The buyer is liable for any damage or loss caused during or within the context of the purchase/delivery of the horse and must indemnify The Youngsters Auction and the seller against third-party claims in this respect.



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### **Shortcomings (including stable vices)**

6.1 If the bidder/buyer discovers stable vices in the purchased horse, such as cribbing, weaving or windsucking, the bidder/buyer must notify The Youngsters Auction in writing by registered letter within 7 days after the auction, with as detailed a description as possible of the nature of the stable vices by means of a veterinary certificate. The Youngsters Auction will then stable the horse at a location to be determined by it, so that the horse can be examined by a veterinarian to be appointed by it for the stable vices described by the bidder/buyer. The aforesaid veterinarian's opinion on the nature of the stable vices is binding. If, in the opinion of the veterinarian, the stable vices as described by the bidder/buyer are present, the seller must reimburse The Youngsters Auction for the costs incurred in this respect, including those relating to the stabling, transport and veterinary fees. The bidder/buyer must pay the costs to The Youngsters Auction if, in the opinion of the aforesaid veterinarian, the stable vices as described by the bidder/buyer are not present.

6.2 The provisions of 6.1 also apply if the bidder/buyer discovers defects in the purchased horse, other than the stable vices referred to.

6.3 If the bidder/buyer does not report the stable vices or (other) defects in the aforesaid manner within the 7-day period after the auction as referred to above and/or if the aforesaid veterinarian's opinion does not include stable vices or (other) defects, the bidder's/buyer's right to cancel the purchase or invoke vitiated consent lapses.

6.4 If the purchase is legally dissolved or annulled by the bidder/buyer or the seller, the seller and the bidder/buyer must continue to fulfil all their payment obligations vis-à-vis The Youngsters Auction stated in these auction conditions, insofar as they concern compensation payable to The Youngsters Auction.

### **Disputes**

7.1 These agreements, as well as all legal relationships between The Youngsters Auction, buyer/bidder and seller, are exclusively governed by Dutch law, with the complete exclusion of the Vienna Sales Convention (CISG).





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7.2 If a difference of opinion arises during an award as to who made the last bid, or in the event of other difficulties, ambiguities or disputes arising in relation to bids and/or the award, the civil-law notary will be authorised to issue a binding judgment in this respect. In the event of a difference of opinion regarding the last bid, the auctioneer will be authorised to continue the sale by auction.

7.3 Disputes, other than those subject to the judgment of the auctioneer, the notary and/or The Youngsters Auction, will be settled in accordance with the arbitration regulations of the Netherlands Arbitration Institute (NAI) by appointing one arbitrator according to the list procedure. Arbitration takes place in Rotterdam. The written and spoken language is Dutch. If the seller or The Youngsters Auction wishes to initiate proceedings and the buyer is a consumer, the seller and/or The Youngsters Auction must give the buyer one month to opt for either NAI arbitration or the Central Netherlands District Court, location Utrecht, and express his choice in writing. In the event of urgent importance, the buyer and/or The Youngsters Auction can shorten that period to five working days.

7.4 If the seller or The Youngsters Auction wishes to initiate proceedings and the buyer is a consumer, he must be given the opportunity to express his choice in writing as referred to in Article 7.1 above, for a period of one month. In the event of urgent importance (preliminary relief proceedings), the seller (or The Youngsters Auction) can shorten the period to five working days.

7.5 In the event of a dispute, The Youngsters Auction will, in a private capacity, initiate mediation between the bidder/buyer and the seller. It is possible to choose to have such mediation take place in accordance with the NAI mediation regulations. The parties will make agreements in advance about the cost allocation.

### **Final provisions**

8.1 The Youngsters Auction reserves the right to unilaterally amend these auction conditions. In the event of amendments, the new auction conditions will apply with effect from the next auction.

8.2 If a provision in these auction conditions is legally invalid, it will not affect the legal validity of the other provisions. In that case, the provision will be replaced by a



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new provision which will reflect the content, scope and purpose of the void/nullified provision as closely as possible.

8.3 In the event of differences arising between translations of these auction conditions and the Dutch text of the auction conditions, the Dutch version prevails.

8.4 The Youngsters Auction is not liable for shortcomings of third parties. This includes default of payment on the part of the bidder/buyer.

8.5 The Youngsters Auction cannot guarantee that the seller is able to transfer ownership of an auctioned horse to the buyer freely and unencumbered. The Youngsters Auction is not liable for any related damage or loss.

8.6 Any liability of The Youngsters Auction is at all times limited to a maximum of € 50,000. Claims for compensation expire one year after the day on which the seller and bidder/buyer or a third party became aware of the damage or loss and The Youngsters Auction's liability for it.

8.7 The seller, buyer and bidder agree that any personal data provided during registration may be used for inclusion in the prospectus/auction website.