

AUCTION CONDITIONS FOR BUYER :

1. The auction is organised by Studbook Zangersheide V.Z.W., Domein Zangersheide, B-3620 Lanaken, Belgium, which will sell the foals described on the website www.zangersheide.com on behalf and for account of the sellers.
2. The auction will be supervised by the bailiff, assisted by F. de Backer, auctioneer.
3. The foals will be auctioned in the condition they have at the time of the auction.
4. The foals will be auctioned by knock-down to the highest bidder. Settlement on the side of the buyer is calculated as follows: the total amount payable is the allotment price + 10% of the allotment price by way of buyer's commission = net price, possibly increased with the applicable VAT. A bid is considered to be made on personal title of the bidder; by making a bid, a bidder undertakes to pay the Total amount payable, unless a higher bid is accepted thereafter. The bailiff reserves the right to refuse a bid.
5. The Total amount payable shall fall due immediately upon allotment.
6. From the moment of allotment, all and any liability for the auctioned foal is transferred to the buyer. After the auction, buyer and seller will determine the delivery of the foal in mutual consent.
The legal relationship is directly between buyer and seller, meaning that the seller, and not the auction organisation, shall be liable towards the buyer for any fault which the foal may display after the auction.
7. Neither the bailiff nor the auction organisation are responsible for the collection of the allotment price. The ownership of the foal will be transferred to the buyer after full payment of the allotment price to the auction organisation.
8. The bailiff will settle in last instance all and any disputes that may arise during the auction activity in regard with the sale.
10. Neither the seller nor the buyer can derive any right from the fact that the auction organisation selected the foal and on its request had it submitted to veterinary examination.
11. The information regarding the horse stated in our auction catalogue intends to give an impression of the qualities of the horse, without pretending to be complete and without any guarantee.
12. The sale is subjected to Belgian law, with exclusive competence of the Courts of the district of Tongeren.
13. In the event of a dispute only the Dutch text shall prevail.
14. Studbook Zangersheide VZW shall not be responsible for possible printing faults in the auction catalogue.