

Notice for the Riding Horse Auction: Exclusion of statutory consumer protection provisions

The auction is an auction **open to the public** in the sense of §§ 312g para. 2 item 10 and 474 para. 2 p. 2 BGB (German Civil Code). The riding horses are offered as used items within the meaning of the law.

- The right of withdrawal for consumers is excluded in accordance with § 312g para. 2 item 10 BGB.
- The regulations of the purchase of consumer goods (§§ 474 ff. BGB) do not apply according to § 474 para. 2 p. 2 BGB.

Instead, the statutory provisions of the general law on the sale of goods and the provisions of the Terms and Conditions of Sale for Riding Horses (hereinafter "Terms and Conditions"), which are printed in the auction catalog, among other things, shall apply to Buyers who are **consumers** pursuant to § 13 BGB, in particular:

- The **period of limitation** for claims for defects of the Buyer shall be shortened, in deviation from one year pursuant to § 476 para. 2 BGB (German Civil Code), to **three months** after the transfer of risk (knockdown).
- There is no **reversal of the burden of proof** in accordance with § 477 para. 1 BGB (German Civil Code) when claiming defects, but the Buyer bears the burden of proof that an alleged defect of the horse was already present at the time of the transfer of risk (knockdown).
- **Negative agreement on condition:** If the horse sold has one or more characteristics that deviate from the objective requirements, the Buyer does not have to be specifically informed of this before submitting his contractual declaration in accordance with § 476 para. 1 sentence 2 BGB and they do not have to be expressly and separately agreed in the contract. The condition of the horse agreed upon in accordance with the General Terms and Conditions shall apply with regard to the pedigree, sex, color and age stated in the catalog. In addition, for each horse, the protocol and x-rays of the veterinary examination of the Auction Veterinarian are available for inspection by interested parties.
- Contrary to § 475 para. 3 p. 2 BGB, § 442 BGB is applicable with the consequence that rights of the Buyer due to a defect are excluded if the Buyer is **aware of the defect** at the time of conclusion of the contract or is not aware of the defect due to gross negligence and the Seller has fraudulently concealed the defect.
- Notwithstanding Section 476 (1) sentence 1 of the German Civil Code (BGB), agreements shall be made to **limit or cancel the statutory liability** for defects of the Seller and Eugen Wahler KG. These are regulated in the General Terms and Conditions, in particular:
 - o Any liability of Eugen Wahler KG arising from the brokered purchase contract and for the conduct of the auction on the digital auction platform and its contents is excluded with the limitation prescribed by law and stated in item 6.2c) of the GTC.
 - o Liability of the Seller is excluded outside the agreed characteristics (pedigree, sex, color and age of the horse) and the limitation prescribed by law and mentioned in item 6.1f) of the GTC.
 - o In the event of liability, the Seller is primarily entitled to subsequent performance. Should the rectification of defects be unreasonable or impossible, the Seller is entitled to subsequent delivery. Rectification shall be limited to the extent that, according to a binding expert opinion by an expert from the University of Veterinary Medicine in Hanover, the cure of a disease cannot be expected within six months of treatment.
 - o The Buyer's claims for damages shall be limited to the claims exhaustively listed in Clause 6.1d).
- If, in the event of a defect in the horse, the Buyer asserts a claim for subsequent performance and the Seller demands the return of the defective horse at its own expense, the Seller may, contrary to Section 475 (3) sentence 1 of the German Civil Code (BGB), also demand from the Buyer the surrender or compensation for the **value of any use** made of the defective horse.
- For a rescission (§ 323 para. 1 BGB) or a claim for damages (§ 281 para. 1 BGB) due to a defect of the horse, the Buyer cannot effectively waive the setting of a **deadline for subsequent performance** according to § 475 BGB. He must set his claimant a reasonable deadline for performance or subsequent performance, unless one of the exceptions stated in §§ 281 para. 2, 323 para. 2 and 440 BGB applies.
- If the Buyer withdraws from the purchase contract in the event of a defect in the horse or claims damages in lieu of performance, the Seller shall not have to bear the **costs of returning** the defective horse specified in item 6.1c) of the GTC in application of § 346 BGB, contrary to § 475 VI BGB, but only the costs specified in item 6.1c) of the GTC in the event of withdrawal.