



CONDITIONS OF SALE

for auctions organized by Dansk Varmblod – The Danish Warmblood Society

1. The horses put up to auctions have been registered or judged by The Danish Warmblood Society. All bids are in DKK. For the health and quality of the animals as well as for the data submitted The Danish Warmblood Society assumes no responsibility as The Danish Warmblood Society is only the organizer of the auction and cannot answer for the correctness of the information submitted, e.g. show rankings, breeding performance, etc. In connection with the entry of the horses for the auction the seller assumes the same responsibility for the quality and health of the animals as the responsibility applying to ordinary livestock trade. Any dispute between the buyer and the seller is settled by ordinary livestock arbitration in Denmark. There are x-rays of all stallions according to Dansk Varmblods rules for radiografic views of stallions (taken after August 1st. 2009).
 1. All 4 feet in Latero-Medial (LM)
 2. Navicular bone of both front feet:
 - a. Dorsol-Palmar aspect(DP) upright pedal view. If the veterinarian who takes the x-rays of the stallion suspects that there could be a change in the navicular bones, skyline x-rays must be produced without shoes at the front feet.
 3. The hock of both hindlegs in:
 - a. Latero-Medial aspect (LM)
 - b. Dorso-Plantar aspect (DP)
 - c. Plantarolateral-dorsomedial oblique (PIL-DMO) 115
 4. The stifle joints of both Latero-Medial aspect (LM)
In connection with entry of horses for auction, seller is responsible as laid down in ordinary Danish Law on buying outside auction. The Danish Warmblood Society may refuse to put a horse up to auction following a consultation with the veterinary in charge. The Danish Warmblood Society cannot be made responsible for any statement made by the veterinary. The sales catalogue is prepared on the basis of seller's information and thus without any responsibility on the part of The -Danish Warmblood Society.
 2. With effect as from the fall of the hammer the horse stands for buyer's own account and risk. Furthermore, see paragraph 6 below.
 3. A person making bids for another person is committing himself to stand surety. If more persons buy in concert, they are jointly liable.
 4. The size of the lowest bid and the overbid is fixed by the auctioneer. If after the fall of the hammer there is any doubt about who is the highest bidder or in case more persons make simultaneous bids, a new announcement is made. Any dispute during the auction is settled by the auctioneer or the auction manager in charge.
 5. The bid plus 6% auction expenses, VAT and any other public charges are payable in cash at the fall of the hammer. Everybody is liable to pay in cash. As per agreement the amount can be paid by cheque, internationally recognized credit cards, etc. but this is not considered cash payment until the cheque, credit card transfer etc. has been cashed by the bank in question. Any bank charges in connection with using credit cards are paid by buyer. Payment is not effected until the full amount payable is received at the Danish Warmblood Society.
 6. The property in the horse sold does not pass to purchaser until the amount payable and the suction expenses have been paid (as provided by Sect. 5).
 7. If the purchase price and the costs are not duly paid, an annual interest equal to the official bank rate of the Danish National Bank with an extra charge of 6% is payable on the amount until payment is effected.
 8. The purchase price plus the accrued interest and costs of collection can be recovered by execution.
 9. Any other form of trade in horses entered for the auction before or after the announcement, is not allowed during the total show.
- If sale is effected after all, the full fee is payable to The Danish Warmblood Society.

10. Besides, the auction is held without any responsibility on the part of the local auction manager whose task at the auction is only of a supervising nature as laid down in the act on organization of public sales.

11. Eventual claims must be forwarded to The Danish Warmblood Society who will contact seller.

12. The Danish Warmblood Society has the right to change the event. Eventual changes will be published soonest possible.

Dansk Varmblod, Januar 2010