

### **Legal notice**

The auction is a public auction in the sense of §§ 474 Abs. 2; 312g Absatz 2 Nr. 10 BGB, in which the horses are sold as used goods in the legal sense. The regulations of the German consumer goods purchase law (§§ 474 ff. BGB) do not apply.

This means, among other things, that for the purchase of living animals the reversal of the burden of proof according to § 477 BGB is also not applicable for defects that occur within six months after the transfer of risk. In addition, the risk of accidental loss and accidental deterioration is already transferred to the buyer with the acceptance of the bid, in deviation from the law on the sale of consumer goods. In case of withdrawal or compensation due to a defect of the horse, the costs of the return shipment are to be borne by the buyer.

The limitation rules contained in the auction conditions apply exclusively. This means that the extended limitation rules of the consumer goods sales law do not apply. In addition, the seller may, in deviation from the rules of the sale of consumer goods, claim an agreement made prior to the notification of a defect to the entrepreneur, which deviates from the statutory provisions on warranty to the detriment of the buyer.

This legal notice is available in German and English. In case of inconsistencies, the German version alone shall apply; in case of interpretations, the German version shall also be primarily used and authoritative for the interpretation of the English version.



## Terms and Conditions of the Auction

### A. Scope of application / general

(1) Gut Ising Turnier GmbH, with entry in the Commercial Register AG Darmstadt HRB 89157, Zwingerberger Straße 9 a, 64319 Pfungstadt (hereinafter also referred to as the Organiser), organises the auction and sale of horses within the framework of a commission transaction. The organizer sells the horses in its own name but for the account of the respective owners of the horses (hereinafter referred to as the "Consignors") The Organiser bases the legal relationship to the Purchaser on the present auction conditions (hereinafter also referred to as GTC). The auction is a public auction for the purpose of section 474 paragraph 2 sentence 2 BGB, in which horses are sold as used items in the sense of the law in a public auction. There is the option of attending the auction in person. The rules of Consumer Good Purchase (section 474ff. BGB) do not apply.

(2) Our GTC apply exclusively; we neither recognise nor accept any terms and conditions other than our own GTC unless express written consent is given priorly. Our GTC likewise apply if we execute delivery in the knowledge of any of the Purchaser's terms and conditions that might contradict or depart from our own terms and conditions.

(3) All agreements between us and the Purchaser with a view to execution of a concluded contract are set out in the present terms and conditions.

(4) We reserve property right and copyright on images, videos, drawings, descriptions and other documents used by us for auction purposes. Prior to communication of the above to a third party, the Purchaser, the Bidder and any third party require our express permission in written form.

(5) In principle our GTC apply in similar fashion to entrepreneurs (section 14 BGB) and to consumers (section 13 BGB) unless their application is expressly limited in scope to particular clauses.

### B. Procedure of the auction

(1) Participation in the auction is open to natural or legal persons. Online Bidders must register in advance. During registration, all questions asked by the Organiser in the registration form must be answered properly and truthfully and any required copies must be enclosed. An online registration can be deleted at any time without giving the reasons by sending an e-mail to [auction@isingopensales.com](mailto:auction@isingopensales.com). In this case, all registered data will be deleted permanently by the Organiser, given they are not required for an ongoing bidding process or the processing of an already completed transaction. In that case, the deletion only takes place when it is finally precluded that the data is still needed. Item 1 of these GTC also applies.

Natural persons can only register for use if they are of legal age and unlimited legal capacity. Authorized natural persons of a legal person must be named.

After registration and confirmation by the auction manager, new users will receive a confirmation link by e-mail. By using said link a new personal password must be created. Each user is obligated to keep the password secret.

The auction takes place on April 18th, 2026, starting at 7:00 pm (CET) at Gut Ising.

(2) During the time of the auction, the horse which is to be sold will be presented in ridden form or by hand. The Bids for the horses are to be in EURO. On behalf of the Organiser, the auctioneer will set a minimum Bid prior to each particular auction. Higher Bids must exceed the previous Bid by at least €500 unless the auctioneer sets an individual bidding increment.

Each Bid by any Bidder will be dissolved by any higher Bid. The respective Bidder is bound by the Bid submitted until a higher Bid is submitted. Bids below the minimum bid will not participate in the auction, even if the Organiser does not receive a higher Bid by the end of the auction. An effective Bid must be in line with the minimum Bid and, moreover, must be at least EUR 500 above the afore submitted Bid. The auctioneer can set a bidding increment different to this.

(3) Bids can be placed in person on site at the auction, by phone or though the form provided on the online platform [www.isingopensales.com](http://www.isingopensales.com) for registered users. In the case of Bids submitted by telephone or via the internet platform [www.isingopensales.com](http://www.isingopensales.com), the risk for timely submission of the Bid shall be borne by the Bidder.

(4) When the Purchaser receives the acceptance of the Bid, the purchase contract between the Purchaser and Gut Ising Turnier GmbH under the conditions laid down in these GTC is concluded. The Purchaser is obligated to sign a sales receipt stating the purchaser, the item of purchase with catalogue number and the amount of the purchase price.

In case the Purchaser is not present, he will be informed of the acceptance of the Bid via e-mail or a similar durable medium in written form. The receipt of the notification is the confirmation of the already concluded purchase contract and not an additional prerequisite for its conclusion. Bidders who have not submitted the highest Bid will not receive notification. The highest Bid that was accepted will be announced anonymously on the platform [www.isingopensales.com](http://www.isingopensales.com).

Upon acceptance of the Bid, the Purchaser is obligated to pay the purchase price calculated according to item C.

Any doubts about the validity of the acceptance of the Bid are to be asserted immediately, at the latest before the acceptance of the Bid of the auction's last horse. Any invalid acceptance can thereupon be cancelled, and the auction can be resumed and continued at the discretion of the Organiser. This is also permitted even when the sales receipt has already been signed. If the Purchaser does not sign the sales receipt, the horse can be auctioned off again at the discretion of the auctioneer. The first Purchaser is liable towards the Organiser and the Consignor for the minimum return.

The Organiser may cancel an auction at any time before the end of the bidding period, if he decides to do so on the basis of a factual reason at his reasonable discretion. In case of system failure due to technical conditions, the Organiser is also entitled to cancel the auction.

The Organiser accepts no liability for the uninterrupted technical availability of the online auction platform or for the fault-free transmission of the Bids.

In particular, the Organiser shall not be liable for damages incurred by the Bidders due to technical problems, in particular in event of system failures, transmission errors, delays, interruptions, failure to receive Bids or the rejection of Bids for technical reasons, except if the problem is attributable to wilful misconduct or gross negligence on the part of the Organiser or its vicarious agents.

Liability for damage arising from injury to life, body or health, and liability under mandatory statutory provisions, shall remain unaffected.

(5) Personal attendance at the auction is possible.

Bids submitted online will not be accepted if the Bidder has not stated that he agrees to the validity of these GTC for his specific Bid. Bids submitted by the end of the auction and by the registered Bidder under "bid" in accordance with these GTC will only participate in the auction if they have been received by the Organiser by the end of the auction. The transmission takes place at the risk of the bidder.

By clicking on the "place bid" button on the internet platform, the Bidder submits a binding Bid to the Organiser to conclude a purchase contract.

### C. Settlement / Commission fees / Exclusion of set-off

(1) All stated prices and Bids are exclusive of the commission fee (8%) and the applicable value added tax (currently 19%). This is shown separately on invoices.

The amount invoiced is calculated as follows:

Knockdown price  
+ 8% commission fee  
= net price  
+ VAT pursuant to the VAT law (19%)  
= total price

The total price must be paid immediately. Default in payment arises 14 days after conclusion of the contract, i.e. the knockdown. If payment is made by cheque, the Purchaser will pay the expenses and interests accruing by cheque cashing. Cheques are only accepted as conditional payment.

Insofar as the Purchaser is a merchant, he waives his rights arising from sections 273, 320 of the BGB.

(2) The bid prices apply from the location of the horse with pickup by the Purchaser. The specified location, the event site in 83339 Ising, is the place of fulfilment agreed under the concluded contract.

(3) The auctioned horse will not be shipped even if this is requested by the Purchaser. However, if requested, we are ready to quote without obligation several forwarders to choose from who can take over the transport on behalf of and for the account of the Purchaser for a standard delivery fee.

The handover of the auctioned horse to the Purchaser or to the transporter takes place only after the payment of the purchase price. It is expressly stated that, according to paragraph (5) below, additional costs may be incurred even if payment is timely.

(4) The Purchaser is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or acknowledged by us. The Purchaser is only authorised to exercise a right of retention to the extent that the counterclaim is based on the same contractual relationship.

(5) The auctioned horse can be picked up by the Purchaser after knockdown at the event location, 83339 Ising, either against concurrent payment of the purchase price or advance payment by the Purchaser. Until then, the horse will be stored and cared for free of charge by the Organiser. From the 14th day after the auction, the Seller shall charge an amount of €50.00 plus statutory VAT per calendar day for the safekeeping and care of the purchased horse, without prejudice to the continuing obligation to collect. The Organiser further reserves the right, from the 14th day after the auction, to return the horse to the Consignor's premises. In such case, the horse may be collected from the Consignor's location upon full payment of the purchase price. The address will be communicated to the Purchaser.

#### **D. Quality agreement**

The horses provided for sale will be sold as seen and they boast the following agreed quality:

##### **(1) External quality characteristics**

The horses will be offered with the following information: Horse name, sex, age, colour, size, pictures, video, origin. The sizes are approximate values. A difference from the actual size is possible.

The above information is only a description of the auctioned item, the Organiser and Consignor assume no guarantee for a corresponding condition with respect to the future purchase contract.

The Organiser reserves to adjust the information on the horses which are to be auctioned off. This adjustment is made at the place of the auction verbally by the auctioneer. The adjusted information takes the place of the previous information. The Organiser and Consignor do not make any warranty or guarantee for specific qualities or intended uses of the horse.

The visual representation available online as well as the short description of the horse, including the classification of the horse according to its predominant ability (dressage / showjumping / cross-country), represent neither a quality agreement nor a guarantee for the purpose of the law; rather they consist of non-binding reports of the Consignors and/or subjective impressions. This does not constitute a confirmation regarding specific abilities of the particular horse.

##### **(2) State of health**

The horses offered for sale have been clinically examined and x-rayed in preparation for the auction before their delivery. In the framework of the radiological examination, x-rays of the following standard projections have been taken:

–Forelegs: both sides hoof 90°, toes lateral 90°, hoof Oxspring projection

–Hindlegs: both sides toes 90°, both hocks approx. 0°, 45°, 135°, both stifle joints approx. 90° and 180°

–Back (standard views): withers, saddle area, lumbar vertebrae

–Cervical spine, neck: 5 images

The findings of this clinical examination have been set out in a veterinary examination protocol taken by Dr. Wolf-Dieter Wagner, 72510 Stetten am kalten Markt. This protocol as well as the x-rays are available by request for registered prospective customers at [www.isingopensales.com](http://www.isingopensales.com). Both can be explained to the Bidder by a veterinary surgeon of their choice or by the auction veterinary surgeons. The Purchaser is urgently advised to make use of this opportunity for consultation on the health condition of the particular horse. For technical reasons, the request concerning the veterinary examination protocol must be submitted by no later than Saturday, April 18, 2026, at 4 p.m. (CET).

The results of the findings – consisting of the objective diagnosis of the written examination report, which exclusively relates to the clinical examination and is open for public inspection, as well as the state of the horse as shown on the x-rays – represent a description of the health condition of the particular horse to be auctioned off and specifically do not constitute a quality agreement for the purpose of section 434 BGB. In particular, it is pointed out to the Purchaser that the x-rays only show standard projections which cannot include all radiological findings. Further veterinary evaluations beyond this are not subject to the quality agreement.

##### **(3) No other quality features**

The Organiser does not establish any further quality features of the horses regarding performance, health or other properties. Therefore, they are not the subject matter of the sales contract. Information of any type that is given, orally or in writing, does not constitute assurances, guarantees in a legal sense or quality agreements, but is given exclusively as non-binding information.

#### **E. Forfeiture of reports of deficiencies**

The Purchaser shall forfeit his rights stemming from the absence of guaranteed qualities, unless they notify the Organiser in writing of such deficiency within 3 months after the day of the auction or send the written notification by registered mail, return requested, to the Organiser. The date of mailing is decisive for the observance of this time limit.

Such forfeiture does not apply if the Consignor has fraudulently concealed this deficiency. If the Purchaser fails to observe this deadline, they forfeit the rights they may be entitled to because of the reported deficiency. The costs of the proceedings shall be borne by the Consignor if the complaint is declared justified; otherwise, they shall be borne by the Purchaser.

#### **F. Delivery and transfer of risks and title**

The Purchaser or their authorized representatives are required to take possession of the horse immediately after knockdown and signing of the sales receipt. Upon the knockdown, which substitutes for the transfer of possession, the risk shall pass to the Purchaser even if the horse remains in the custody of the Organiser or Consignor. The ownership of the horse only passes to the Purchaser when the latter has paid the total amount, in full.

The Organiser will only organize the transport of the auctioned horses to the Purchaser after receiving written instructions to do so, and this shall be done at the expense and risk of the Purchaser.

#### **G. Extent of liability and warranty**

(1) Liability is limited to the quality agreement made in paragraph D subject to the restriction that claims for the reduction of the purchase price are excluded. The Organiser and the Consignor will not be liable for the correctness and completeness of the findings and diagnoses made during the veterinary examination performed prior to the auction as defined in item D. II. 1.

(2) Claims for damages are limited to the reimbursement of the costs of transport from the location of the horse to the stable of the Purchaser within the Federal Republic of Germany, the usual boarding

costs and the costs of the first veterinary examination and the costs of the blacksmith.

(3) Further liability exceeding the aforementioned arrangement – even on conclusion of a boarding agreement – are hereby excluded, unless the liability is based on

- culpable injury of life, body and health which arise from a negligent violation of duties by the Organiser and Consignor or any intentional or negligent violation of duties of a legal representative or vicarious agent of the Organiser;
- deficiencies which were fraudulently concealed by the Organiser and Consignor or the non-existence of which was guaranteed;
- gross negligence of the Organiser and Consignor, the legal representatives or vicarious agents of the Organiser and Consignor;
- malicious practices.

In case of culpable breach of essential covenants (cardinal duties), the Organiser and the Consignor shall also be liable for slight negligence, however, in this case limited to the reasonable, foreseeable damage which is typical for the contract. All other claims for liability and damages, regardless of the legal reasons from which such are derived, shall be excluded, in particular the reimbursement of costs for training, provision of replacements and any other potential pecuniary damage.

Prior to the auction, interested parties are given sufficient time to see and try the offered horses. With the exception of the quality agreement in paragraph D, the horse will be sold as seen with any further liability and warranty being excluded. The Organiser and the Seller will not accept any type of warranty or guarantee for specific characteristics or intended use. In respect of the quality, only the state described in paragraph D shall be deemed to be contractually agreed.

#### **H. Limitation**

In contrast to the statutory regulations of section 438 paragraph 1 no. 3 of the BGB, the warranty claims of the Purchaser expire at the end of 12 months after the handover.

#### **I. Statement of consent to data privacy**

The Purchaser agrees that his name, address and purchases will be stored and processed electronically by the Organiser for the purpose of performing and managing the contractual relationship and for the purpose of giving information on future auctions and offers. However, he may revoke his consent to the collection and further use, at any time, by making a statement to the Organiser with effect for the future.

#### **J. Severability clause**

If one or more of the above provisions should be or become invalid, as a whole or in part, the validity of the other provisions shall not be affected. Invalid provisions shall be replaced by provisions that will enable the economic success intended by the parties to be achieved in a legally effective and feasible manner.

#### **K. Place of execution and jurisdiction**

All rights and duties arising out of or in connection with the contractual relationship shall be governed by the substantive German law, namely the laws of the German Civil Code and the German Commercial Code. The applicability of the UN Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall be excluded. If the customer is a merchant and if the business relation in dispute is to be attributed to the operation of their commercial trade, the place of jurisdiction shall be Pfungstadt, Germany, where Gut Ising Turnier GmbH has its registered office. However, the Organiser shall also be authorized to sue in courts at the Purchaser's registered office.

#### **L. Priority of the German version**

These general terms and conditions are available in German and English. In case of any inconsistencies, the German version shall apply exclusively; for the interpretation of the English version, the interpretation of the German version shall be the authorized version.

#### **Data protection**

This privacy policy describes how Gut Ising Turnier GmbH collects, uses, stores, transfers and protects your personal data ("Privacy Policy"). In the context of this Privacy Policy, the term "personal information" is used for information that can be assigned to a specific

person and used to identify that person. Data that has been made anonymous or aggregated, and therefore cannot be used to identify a particular user in combination with other information or otherwise, is not personal information.

This Privacy Policy applies to Gut Ising Turnier GmbH and all related websites, applications, services and tools that refer to this Privacy Statement, regardless of the type of access and including access via mobile devices.

#### **Responsible body**

The responsible body for this processing of your personal data is Gut Ising Turnier GmbH, Zwingenberger Straße 9 a, 64319 Pfungstadt, Germany. In the event of changes to this Privacy Policy, we will post the amended Privacy Policy and the effective date of the amended Privacy Policy on this website. We therefore recommend that you read the Privacy Policy at regular intervals. Changes that affect your consent will only be made by renewed consent. This Privacy Policy applies to all users as of the time from which they have registered in agreement with this Privacy Policy.

At any time, you have the right to information about your stored personal data, the origin and recipient of the data and the purpose of the data processing and a right to correct, block or delete this data at no charge. For further information on personal data, you can contact us at any time at the address given in the publishing information.