

**TERMS OF AUCTION, KRITERIEAUCTION 2019**  
**Auctioneer: ASVT:s Trottex AB (Trottex)**

**GENERAL**

The sale is done according to Swedish customary auction practice. The seller is responsible for the horse until the blow of the hammer, after that the buyer is responsible. The seller is responsible for giving out the horse. The sales are done in the numerical order of the catalogue. The lowest bid accepted is 25.000 SEK. If bid is given during the blow of the hammer or a dispute regarding a given bid occurs after the blow of the hammer or the buyer is not approved, no legal purchase has been made, and after Trottex decision, the horse may be put up for sale again. The above also applies if any technical problems occur during the blow of the hammer or if Trottex's staff have made any mistakes.

Trottex has a unilateral and unconditional right to refuse a person or company to participate in the auction without having to state reasons for this. In the event of such refusal, neither speculator nor seller is entitled to damages or other compensation from Trottex.

In case of a consumer purchase according to par 1 of the Swedish Consumer Purchase Act, this law will be applicable for the purchase. The buyer shall sign the contract of auction on the day of auction. Bidding brokerage of 5% and statutory Value Added Tax (VAT) will be added. Transportation to and from the place of auction is done by own means of transportation and at own expense. Both sellers and buyers undertake to leave horse in transport no longer than one hour within the auction area and auction parking area. Trottex is not responsible for any incorrect statements in the auction catalogue. Trottex disclaim any and all responsibility for any damage that might occur on deposited horses during the time the horse is staying in the facilities used by Trottex for the auction. Trottex is not liable for any damages, direct or indirect, in the event of the auction having to be stopped, cancelled or rescheduled.

Trottex are responsible auctioneers and are authorised to plan and carry out auctions in the manner which they find most appropriate. This involves a right for Trottex to make adjustments to planned setups, programmes and participating horses, etc. Major changes will be presented on the Trottex homepage in respect of the relevant auction.

ASVT:s Trottex AB is the data controller. ASVT:s Trottex AB's contact details are:

E-mail: [trottex@asvt.se](mailto:trottex@asvt.se)

Postal address: ASVT:s Trottex AB, c/o Stockholms Travsällskap, Box 20501, SE-161 02 Bromma, Sweden

The contact details of the data protection officer are:

Name: Sara Lennartsson

E-mail: [sara.lennartsson@asvt.se](mailto:sara.lennartsson@asvt.se)

Telephone: +46 (0)70 748 03 93

When conducting an auction and sale, ASVT:s Trottex AB will process the personal data necessary for the holding of the auction and the fulfilment of the contract resulting from the auction and sale in accordance with Article 6 Section 1b of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

ASVT:s Trottex AB will process personal data for the marketing of promotions, offers, new products or services. The processing is necessary in the legitimate interest of ASVT:s Trottex AB for its own direct marketing in accordance with Article 6 Section 1f of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Such marketing may be achieved by means of advertisements or direct mailings by post, e-mail or in some other manner.

ASVT:s Trottex AB will process personal data for the marketing of promotions, offers, new products or services if the data subject has consented to such processing in accordance with Article 6 Section 1a of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The data subject has the right to withdraw their consent at any time, without this affecting the lawfulness of the processing on the basis of the consent prior to its withdrawal. Consent to direct marketing can be withdrawn at any time by sending notification of this to [trottex@asvt.se](mailto:trottex@asvt.se). Automated decisions may be made with regard to the sending of marketing to data subjects.

Personal data may be transferred between ASVT:s Trottex AB and other companies within the same group. During any such transfer, personal data may be transferred to a third country outside the EEA. In the event of transfer to a third country outside the EEA, there is a decision from the European Commission that the country has an adequate level of protection and/or that there are appropriate or suitable safeguards in the form of, among other things, binding corporate rules and/or standard contractual clauses. A copy of the appropriate safeguards can be obtained by requesting this from [trottex@asvt.se](mailto:trottex@asvt.se).

Personal data in bookkeeping records will be stored for seven (7) years in accordance with Chapter 7 Section 2 of the Swedish Bookkeeping Act (1999:1078). The rectification of incorrect personal data and the deletion of personal data not required for bookkeeping takes place every two years.

The data subject whose personal data is processed by ASVT:s Trottex AB has the right to request access to and the rectification or erasure of personal data or the restriction of processing of personal data concerning the data subject or to object to such processing, as well as the right to data portability in accordance with Article 20 of the Regulation

(EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

The data subject has the right to lodge a complaint with the supervisory authority, which is the Swedish Data Protection Authority.

The provision of personal data is a necessary requirement to enter into a contract for an auction or sale with ASVT:s Trottex AB. If personal data is not provided, ASVT:s Trottex AB has the right to refuse such a task that is made more difficult by the failure to provide personal data and to refuse registration for auction or sale.

Trottex is only the intermediary of the purchase between vendor and buyer. As stated below, and also otherwise, there exists only a partnership between buyer and vendor.

**CONDITION OF HORSES**

The horses are sold in condition as presented. The rules of par 19 in the Swedish Purchase Act shall not apply. Defects on horse may only be addressed on grounds and within time specifically stated below under the headline condition of horses and complaints. A veterinary protocol of inspection, no older than 7 days, shall come in original and copy with the horse. In case the protocol of inspection can't be found posted at the stable box Trottex shall be contacted so that the prospective buyer can attain a copy of the protocol. The horses should be vaccinated against A2 (two vaccinations at an interval of 21-92 days). The horses must also be vaccinated against tetanus. The vaccinations should be listed in the horse's passport. Trottex reserves the right to deny auction horse to participate in the auction if the horse is showing symptoms of decease, not handles well or is in poor condition.

**CONDITIONS BETWEEN TROTTEX AND THE SELLER**

The seller is responsible for all statements made regarding the respective horse. Registration certificate and filled in form regarding change of ownership shall be sent to Trottex no later than two weeks prior to auction. The seller is responsible for that the veterinary certificate (no more than seven days old in original and copy) and the horse passport comes with the horse on the day of auction. The original shall be handed to Trottex, the copy shall be posted at the stable box of the horse. Trottex reserves the right to formulate the presentation at the auction. The seller's rights concerning the right to purchase price according to this contract is conveyed to Trottex. The seller is responsible towards Trottex as to that the horse will not be given out unless distribution certificate has been attained.

In case a seller consider Trottex liable due to a dispute regarding a given bid a claim shall be made to Trottex as soon as possible and at the latest before the end of the auction day.

In the event that the seller agrees with the buyer for an extended time to pay outside of these terms of auction, Trottex will bill the seller for all the buyer's costs against Trottex. For example but not limited to, bidding brokerage, cost of transportation to and stabling of horses at hotels in connection with the auction. The seller will also be responsible for billing and recovery of the purchase sum etc. from the buyer.

The vendor understands that Trottex do not check the bidders' identity and ability to pay when bidding. Trottex accept no responsibility in the event of the bidder deviating from the bid or in any other way failing to fulfil his payment obligation before an auction agreement has been concluded.

In the event of a vendor, as a result of a dispute arising in respect of a submitted bid, regarding Trottex as being liable for compensation in relation to the vendor, such a claim for compensation shall be submitted as quickly as possible on the day of the auction.

**The seller approves 30 days credit to by Trottex approved credit customers. The credit risk in this part, as well as when seller otherwise leaves credit, runs with the seller. The account will be sent 65 days after the auction when sample is taken for analysis of use of anabolic steroids. If no such sample is taken the account will be sent 45 days after the auction.**

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**AUCTION RACE**

All warm-blooded trotters participating in Trottex auction catalogues as one year olds are eligible in auction race as two year olds and three year olds provided all fees are paid. Time for payment and fees are specified in these terms of auction. Auction races will be arranged at Solvalla in the week of Svenskt Travkriterium for two year olds and in the week of Elitloppet for three year olds. There will be one race for fillies and one for fillies, geldings and stallions for two- and three year olds. In case of too many registered horses for the races, the races may be divided as well as the purse. The races can only be divided once, if more horses are registered for the race ST's rules will determine which horses will start. If not enough horses register for the races, Trottex and Solvalla reserves the right to merge the filly race to the other race. Other terms of the auction race will be determined by the rules of the race.

**REGISTRATION FEE**

For members of ASVT (Swedish Breeding Association) the registration fee is 5.000 SEK. The registration fee will be billed and shall be paid before the final date stated in the invoice. Interest on overdue payment will be charged with 16 % yearly interest. A stake fee to the auction race, of 1.000 SEK, will also be added to the invoice. If the registration is cancelled in writing before July 3 2019 only 1000 SEK will be charged per registered horse. If the registration is cancelled after July 3 2019 the registration fee

will be repaid only if the horse died, verified by a death certificate approved by Trottex. If the registration is cancelled due to an acute or contagious disease after July 3 2019 which is verified by a veterinary certificate approved by Trottex the register fee and the stake fee shall still be paid in full to Trottex but no other remedy, besides another stake fee of 1.000 SEK, shall be charged. The veterinary- and death certificate shall be at the hands of Trottex no later than at the day of the auction. If a horse does not attend the auction or a veterinary or death certificate is not handed to Trottex the registration fee and stake fee shall still be paid in full to Trottex plus a penalty of 5.000 SEK and another stake fee of 1.000 SEK. If a horse has to be cancelled on the day of the auction the personal at Trottex secretariat shall be contacted. If no contact is taken with the secretariat a penalty of 8.000 SEK and a stake fee of 1.000 SEK is to be paid to Trottex.

#### **FORCE MAJEURE**

\*\* The auction can be moved after Trottex decision because of force majeure such as war, strike, contagious disease, natural catastrophe or other event outside the realm of Trottex control. If new auction can't be held within two months after the appointed time the auction agreement ceases to be in force between the parties. \*\*

#### **COMMISSION**

A commission fee of 5 % is charged for the part of the purchase sum between 0 - 100.000 SEK (excluding VAT). For the part of the purchase sum above 100.000 SEK (excluding VAT) a commission fee of 3 % is charged.

If the seller buys his own horse back a commission fee of 5 % of the purchase sum is charged for purchase sums between 30.000 SEK and 300.000 SEK. For purchase sums above 300.000 SEK a commission fee of 10 % of the purchase sum is charged in case the seller buys his own horse back.

For horses that are bought back by the seller or remains unsold a stake fee of 1.000 SEK per horse has to be paid.

#### **CONDITIONS BETWEEN BUYER AND SELLER, CONDITION OF HORSES AND COMPLAINTS**

Any complaint/dispute will be settled directly between the buyer and the seller. Trottex is not liable for any damages due to incorrect information or incorrect statements given at any time regarding the horses.

The seller is only liable for hidden defects and only if the defect will affect the horses ability as a trotter. The buyer may only claim liability for hidden defects if the buyer within 30 days from the auction performs a veterinary inspection/X-ray and forwards a written complaint that is received by Trottex within 30 days from the auction.

Irrespective of the above, the buyer may claim liability for hidden defects if the horse has tested positive using anabolic steroids. This providing the sample for analysis has been taken no later than the day of auction and a written complaint has been received by Trottex no later than 60 days from the auction.

Thereafter no demands can be made towards the seller unless the seller has acted fraudulent.

If the horse is returned, the buyer will pay for the transportation to the seller. The buyer will pay all other expenses, which might have occurred after the blow of the hammer, such as training fees and the like, until the horse is returned. Trottex shall be entitled to charge full buyer and vendor commission, calculated on the sale amount on the fall of the hammer, even in the event of the purchase being the subject of a complaint. The payment responsibility for buyer commission and contribution to the running of the auction transfers to the vendor as soon as a complaint has been submitted by the buyer and approved by the vendor. Any disputes will be conducted directly between the buyer and the seller. The buyer is consequently obliged to accept that the seller will replace the auctioneer as a party in any claims. The seller is not responsible for damage which might strike another animal or human beings through a contagious disease, which the animal was carrying at the time of the sale and which the seller had not noticed nor should have noticed through careful inspection in connection with the delivery. The buyer is aware that additions to the auction statements can be left by the speaker as well as through postings in the auction hall. Information given in these ways is valid against the buyer. If complaint/dispute is reported to Trottex according to the above, Trottex has the right to withhold payment in full at the buyer's request until the dispute is settled.

#### **CONDITIONS BETWEEN TROTTEX AND THE BUYER, CONDITIONS OF PAYMENT**

The Sale is made when the Buyer to Trottex pays either; 1) by being granted Credit by Trottex. An application for Credit is to be sent to Trottex and is to be granted by Trottex no later than the day of the auction. Note that 16 percent annual interest is charged on credit longer than 10 days. A maximum of 30 days credit can be granted. 2) by charging the Buyers account at Trottex. The Auction account can be applied and granted by Trottex. The account shall be granted by Trottex before the Auction. 3) by bank money order/bankdraft (Swedish). 4) Through Swish. 5) by check (Swedish). Providing the horse is kept at the horse hotel with which Trottex co-operates until the check has been cleared. The stay at the horse hotel is on the buyer's expense. The seller can give his approval of immediate delivery of the horse irrespective of the check has been cleared or not. The risk in this part runs with the seller.

In the event that Trottex do not grant a Buyer Credit the Vendor may himself grant the Buyer Credit for a maximum of 10 days. Providing the horse is kept at the horse hotel with which Trottex co-operates until payment in full has been made. The seller can give his approval of immediate delivery of the horse irrespective of payment in full has been made or not. The risk in this part runs with the seller. The stay at the horse hotel is on the buyer's expense.

Note, Trottex does not accept cash payment during the auction day.

If purchase is made on credit, insurance has to be taken out. Such insurance is automatically taken out for 1 day after the auction at the insurance company with which Trottex co-operates, but the horse can be insured with another company during the day

if desired. It rests upon the Buyer to keep the horse insured until full payment has been made.

If Buyer, who purchases auction horse by bid and signs the auction agreement, does not pay in full no later than the Monday nearest after the auction and does not sign an instrument of debt approved by Trottex, is obligated to pay damages to Trottex at an amount of 10 % of the purchase price, at least 20 000 SEK. Penalty interest of 16 % per year will be charged from the Monday nearest after the auction.

When an instrument of debt is signed but the horse is not paid no later than 7 days after the agreed upon date of payment, Trottex has the right to take the following steps: 1) Cancel the purchase. If the purchase is forfeited the Buyer is obligated to pay damages at 10 % of the purchase price, at least 20 000 SEK. 2) Recover the claim in full with Trottex as agent for the seller.

#### **BIDDING BROKERAGE**

When purchasing by bid the buyer will be charged the purchase-price and an additional 5% of the purchase price as bidding brokerage and thereafter VAT will be added. The bidding brokerage goes to Trottex. In addition to the bidding brokerage a stake fee of 1.000 SEK has to be paid at the same time as the bidding brokerage.

#### **RESERVATION OF TITLE CLAUS**

The seller reserves the right to repossess sold animal and any offspring until the seller has received payment. This right to repossess is transferred to Trottex when Trottex has granted credit until the buyer has paid in full. The horse will not be given out until payment in full has been made or a credit agreement has been reached.

#### **COLLECTION OF HORSE**

The buyer has the right to collect the horse upon production of distribution certificate. However according to the above the responsibility for the horse is transferred to the buyer at the blow of the hammer.

#### **FOREIGN BUYERS**

Non-Swedish purchasers will be subject to an export levy of SEK 1,500 (which should be paid to the Swedish Trotting Association) if they choose to export the horse out of the Swedish register. For foreign buyer who will export the horse within a month of the date of the auction and who has notified the secretariat that the horse will be exported, the VAT will be refunded when the certificate of exportation has reached Trottex, under the prerequisite that the certificate of exportation reaches Trottex no later than 30 days after the date of the auction if Swedish law allows.

#### **COLD-BLOODED TROTTERS**

Cold-blooded trotters are not eligible for auction race. No fees related to these races are therefor charged on sale and purchase of cold-blooded trotters. Sellers of cold-blooded trotters should be a member of both Sleipner and ASVT.

#### **SWEDISH WARM-BLOODED JUMPING HORSES**

Swedish warm-blooded jumping horses are not eligible for auction race. No fees related to these races are therefor charged on sale and purchase of Swedish warm-blooded jumping horses. If the seller buys his own horse back no commission is charged for warm-blooded jumping horses. Sellers of warm-blooded jumping horses should be a member of both SWB and ASVT.

#### **PURCHASE AND SALE OF COMPETITION RIGHTS**

The buyer of competition rights undertakes to have the mare in Swedish professional training unless otherwise agreed with the vendor. After the mare's concluded competition career, though no later than after the five years season, the mare shall revert to the vendor for breeding purposes and thereby end its competition career. If the mare is deemed to still possess very good competition properties after concluding the five years season, however, the vendor and the buyer can agree on continued competition activity, for example through the buyer continuing to lease the mare for competition purposes. The vendor possesses no right to conclude a corresponding agreement with another party unless with the buyer's approval. The mare is sold as is and in accordance with auction conditions which are stated for Criteria Auctions. It is incumbent upon the buyer to keep the horse insured until full payment has been made. If the vendor chooses to continue to have the mare life assured, the buyer shall be informed of this. The buyer is entitled, for his own part and at his own cost, to arrange supplementary insurance for the mare during its training and competition career. The buyer is prohibited from covering, assigning, exchanging, pledging or, in any other manner, disposing of the mare during the competition career. The buyer shall bear the risk for the mare during the period from the fall of the hammer until the mare is returned to the vendor, and shall also be responsible for all costs arising in respect of the mare as well as for any damage which the mare may cause the vendor or a third party.

**All sums are stated excluding VAT. VAT will be added.**