

TERMS AND CONDITIONS OF KRITERIE SALE 2020
Auctioneer: ASVT:s Trottex AB (Trottex)
In cooperation with TR-Media and Menhammar Online Sales

GENERAL

The auction is open to one-year-old horses registered to the Kriterie sale. The sale will take place on the Internet, <https://menhammaronlinesale.se/kriterieauktion2020> (link to auction site via www.asvt.se), on the auction dates of September 17 to September 27 according to the procedure described on the auction site.

The vendor is responsible for the information provided for each horse and is also responsible for the horse up until delivery, after which time the responsibility is then transferred to the buyer.

The vendor is responsible for the delivery of the horse and undertakes not to sell the horse during the auction period or after the purchase agreement has been concluded. The vendor agrees to provide personal data (name, postal address and telephone number) as indicated on the Internet page. In the case of consumer purchases under the Consumer Sales Act, there may be mandatory provisions that replace or modify the provisions of these terms and conditions. Where reference is made in the terms and conditions to "the Horse" or "the Animal", this also applies when a sale relates to other goods, services, utility or rights.

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

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.

GENERAL INFORMATION CONCERNING THE PARTY RELATIONSHIPS

Trottex is solely the intermediary of the purchase between vendor and buyer. As stated below, and otherwise, a party relationship only exists between the buyer and vendor. Trottex is not able to answer for buyers and vendors in any way as regards, but not limited to: ability to pay, notifications received or, as shown below, information provided about horses.

Any complaint/dispute must be resolved directly between the buyer and the vendor. Trottex disclaims all liability, including liability for incorrect information regarding horses offered for sale.

BIDDING AND OTHER INFORMATION

The minimum bid is SEK 25,000. VAT is applicable by law. Bids are submitted at an interval of SEK 5,000 up to the purchase sum of SEK 50,000. Thereafter the interval is SEK 10,000 up to the purchase sum of SEK 250,000. After that the interval changes to SEK 25,000. By clicking several times you can raise your bid before approving your bid. The highest bid is the last bid submitted to Trottex within the sale period and that which exceeds the previous bid by at least SEK 1,000. If two or more bids are submitted with the same amount, the bid received first then has priority. The bid that was received first is determined by Trottex. Only bids submitted over the Internet using the Trottex service are counted as valid bids. The bid that is the latest bid before the auction closes is determined by Trottex. A binding purchase exists between a vendor and the bidder who placed the highest bid. Trottex informs the buyer, i.e. the highest bidder, that a binding agreement exists. This message is sent by e-mail or regular mail. The vendor and buyer each receive an agreement confirmation that is to be signed and sent to the counterparty, in which the parties to the agreement, the purchase sum and date of purchase are indicated.

THE CONDITION OF THE HORSES

Horses are sold as seen. The provisions of Section 19 of the Swedish Sale of Goods Act shall not apply. Defects with a horse may only be invoked on the grounds and within the time period specified below under "The Relationship Between Buyer and Vendor, The Condition of the Horses and Complaints". An independent veterinary certificate that is no more than 7 days old on the first day of the auction shall be provided to Trottex on the day before the first day of the auction. **The horses must have started basic vaccination against equine influenza (A2) in accordance with Svensk Travsport's rules (vaccinations A, B and C).** The horses must also have been vaccinated against tetanus. The vaccinations must be recorded in the horse passport.

THE RELATIONSHIP BETWEEN TROTTEX AND THE VENDOR

Copies of veterinary and X-ray certificates submitted by the vendor are published on the Internet along with other appropriate information regarding the horse, such as training status, running-in, etc. The vendor shall provide video and photographs of the auction horse. These will be displayed on the Internet page. The vendor is responsible for all information submitted for each horse. The completed form on change of ownership must be sent to Trottex at least one week before the auction. The vendor is responsible for ensuring that veterinary certificates (no more than seven days old) and X-ray certificates are provided to Trottex on the day before the first day of the auction. An X-ray examination shall be carried out to detect bone/cartilage changes at the very least at the following locations: 1) Fetlock joint, both front (dorsal proximal P1); 2) Outer and inner bar in the fetlock joint, both hind (lateral plantar and medial plantar P1); 3) Intermediate ridge of tibia (TIR) and inner (medial) malleolus in hock, both hind. Such an examination requires 8–12 images depending on the method used. The vendor's rights with regard to entitlement to the purchase sum as per this agreement are transferred to Trottex. In the event of a dispute, the vendor shall therefore request that payment be made to Trottex, not to the vendor. If a complaint/dispute is registered with Trottex, Trottex is entitled to withhold the money at the buyer's request until the dispute has been resolved. The vendor is responsible to Trottex for the horse not being handed over until proof of transfer has been received.

In the event that the vendor agrees an extended payment deadline with the buyer outside the framework of these terms and conditions, Trottex will invoice the vendor for all of the buyer's costs in relation to Trottex, such as, but not limited to, bidding commission. The vendor is then also responsible for invoicing and collecting the purchase sum, etc. from the buyer.

The vendor understands that Trottex does not check ability to pay during bidding. **The vendor grants vendor's credit to bidders for 14 days. The credit risk in this respect, as when the vendor otherwise grants credit, remains with the vendor. Payment shall be made to the vendor 65 days after sale in those cases where samples have been taken to test for the use of anabolic steroids. Otherwise, payment shall be made to the vendor 30 days after sale.**

REGISTRATION AND FEES

For members of ASVT (Swedish Breeding Association) the registration fee is 3.000 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 2020, 0 SEK will be charged per registered horse. If the registration is cancelled after July 3 2020 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 2020 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.

** The auction may be moved or cancelled at the unilateral decision of Trottex. If a new auction cannot be held within two months of the appointed time, the auction agreement ceases to apply between the parties. **
Trottex is not liable for damage, whether directly or indirectly, if the auction is cancelled or moved.

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.

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.

THE RELATIONSHIP BETWEEN BUYER AND VENDOR, THE CONDITION OF THE HORSES AND COMPLAINTS

As the buyer does not always have the opportunity to examine the horse prior to purchase, the buyer is entitled to invoke defects that have been found during normal inspection and which jeopardise the horse's usability as a competition horse/breeding animal. The vendor is liable for the costs for the horse up to and including delivery. The risk relating to the horse is transferred at the time of delivery. The vendor is not obligated to deliver the horse until Trottex has received payment. If the horse is not delivered on time because of the buyer or any circumstance on their part, the risk is transferred to the buyer when the vendor has done what was expected of the vendor in order for the delivery to be made. The buyer is aware that they will not receive protection against the vendor's creditors prior to delivery.

The buyer shall perform a veterinary examination/X-ray within 14 days of delivery, provided the delivery has been made within 14 days of purchase and otherwise no later than 28 days from the date of purchase. If delivery takes place later than 14 days from the date of purchase and this is due to the vendor, the time frame of 14 days from delivery shall apply. If a veterinary examination reveals defects which are not stated on the submitted certificate or if the buyer discovers another defect that may be invoked in accordance with the above, a written complaint must be made to Trottex within the same time frame. All rights to bring legal action regarding defects – even hidden defects – shall lapse if the buyer fails to submit a complaint in this manner within the specified time, except in cases where the vendor has acted fraudulently. Regardless of the above deadline for complaints, the buyer is entitled to an extended complaint deadline if the horse tests positive for the use of anabolic steroids. This is provided that the buyer has allowed samples to be taken for analysis within 14 days from the auction date and has submitted a written complaint within 74 days from the auction date. Any dispute must be resolved directly between the buyer and the vendor. The vendor is not liable for damage affecting other animals or humans through contagious disease which the animal had at the time of delivery and which the vendor did not notice or should have been able to notice after careful examination in connection with delivery. If the horse is returned, transport to the vendor will be paid by the winning auction bidder/buyer. Other costs that have arisen after delivery of the horse, such as training fees, stabling, etc., shall be paid by the buyer right up until the horse is returned.

Information and veterinary certificates are provided solely for the buyer's guidance and do not exempt the buyer from the obligation to examine the horse.

THE RELATIONSHIP BETWEEN TROTTEX AND THE BUYER

PAYMENT TERMS

Payment shall be made to Trottex against invoice with a credit period of 14 days. In the event of late payment, penalty interest on arrears shall be charged at a rate of 16% from the due date of the invoice. Ownership of the horse is transferred to the buyer upon payment in full. The buyer should therefore take out insurance for the horse that is valid from the time of delivery. If the goods are not delivered on time because of the buyer or any circumstance on their part, the risk is transferred to the buyer when the vendor has done what was expected of the vendor in order for the delivery to be made. The buyer is aware that they will not receive protection against the vendor's creditors prior to delivery.

If the horse has not been paid for no later than 7 days after the due date stated on the invoice, Trottex has the right to take the following measures: 1) cancel the purchase. If the purchase is cancelled, the buyer is obliged to pay compensation equivalent to 10% of the purchase sum, but at least SEK 20,000, 2) recover the debt with Trottex as the vendor's representative with the right to demand full remuneration from the buyer for the costs of recovery.

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.

RETENTION OF TITLE

The vendor reserves the right to repossess a sold animal and any offspring thereof until full payment has been made. This right of repossession transfers to Trottex, where Trottex has granted credit, until the buyer makes full payment. The horse will not be handed over until full payment has been made.

FOREIGN BUYERS

Export duty is payable by foreign buyers wishing to export a horse. Export duty is paid to Svensk Travsport. For a foreign buyer who takes the horse out of Sweden within one month of the auction date and who has informed the secretariat that the horse will be exported, the VAT will be repaid once Trottex has received the proof of export, provided that the proof of export has reached Trottex no later than 30 days after the auction date and provided that the law permits VAT-free export.

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.

CHOICE OF LAW AND FORUM

Swedish law applies both in relation to Trottex and the vendor and buyer, and between vendor and buyer. The Swedish International Sale of Goods Act (1987:82) shall not apply. Disputes shall be settled by a Swedish general court.