

TERMS AND CONDITIONS OF PRIVATE SALE OF DRESSAGE AND CSO HORSES

Article 1 - Scope of application

The present Terms and Conditions of Sale represent, in conformity with the provisions of the Civil Code Heading VI, book III “De la Vente”, the sole basis of the commercial relationship between the parties.

The provisions of the Rural Code L.213-1 et al shall apply.

The same is true for provisions L. 217-1 à L. 217-6, L. 217-8 to L. 217-14, L. 241-5 and L. 232-2 of the Consumer Code. The presumption specified in article L. 217-7 of the same code is not applicable to sales or exchanges of domestic animals.

They are intended to define the conditions under which:

→ **SASU Haras de Malleret**, registered at the Commerce and Business Registry of Bordeaux under number 801 418 864, headquartered at Château de Malleret - 33290 LE PIAN MEDOC, acting through its legal representatives, domiciled at said headquarters.

Having the capacity of organizer of sales of horses with Haras de Malleret.

Being specified that the horses will be sold by Haras de Malleret, but also by other sellers wishing to sell their dressage and/or CSO horse(s).

It is specified here that Haras de Malleret is not the owner of the horses sold and that it is bound by no guarantee, and that only the seller is responsible.

AND

→ **Amateur and professional buyers**

Buyer and Seller will have to freely come to terms on the sale of one or more of the dressage and CSO horses presented.

Sales will take place at the Haras de Malleret.

In that the presentation of Horses may involve dangers, professionals, visitors and/or amateurs, future buyers circulate in the Haras at their risk and peril, and must comply with the guidelines provided to them by the Haras de Malleret.

In conformity with regulations in effect, these Terms and Conditions of Sale are systematically provided to all members of the public, and are accessible at the website of Haras de Malleret.

Any agreement on “the thing and on the price”, between the Buyer and the Seller is deemed as acceptance of the present Terms and Conditions of Sale.

Article 2 - Information on the execution of Sales

2-1 Prior to the Sale:

The Horses will be able to arrive the day before the Sales and must be present from the first day of the sales.

A stall with hay will be available to them.
Sellers will have to provide pails and troughs.

2-2 The first day of Sales:

- Presentation of the Horses

In the morning, the horses will be presented mounted or lunging, depending on the degree of advancement of their level of dressage.

Presentations are done by the owner or by any person designated by the owner.

Presentations are done in the order announced by the organizer.

Mounted presentation by a rider (employee or license holder) remains under the responsibility of the Seller (helmet obligatory).

2-3 The second day of sales:

Sales by mutual agreement are open between Buyer and Seller.

The Horses are presented for trials and/or exchanges with the seller or his representative.

Trials are done by the rider designated by the potential buyer and with approval from the seller.

Wearing of a helmet during trials is obligatory for reasons of safety, and the seller has the possibility of ending the trial at any time, notably if he deems that the level of the rider does not correspond to the horse or if he deems that there is a danger for the rider or for the horse.

A presentation of the Horse by video will also be able to be presented by its representative.

Article 3 - Sale by mutual agreement

The Sale is organised by Haras de Malleret.

Haras de Malleret acts as the organizer within the framework of an event for Sales of dressage and CSO horses, but also as a seller.

Horses not belonging to Haras de Malleret are sold by their owner under their sole responsibility.

Potential Buyers will have a catalogue available to them which presents the different courses available for sale:

- The lot number, sex, name and origin of the horse will also be provided, as well as the name of its representative.
- The buyer will be able to receive an indicative price for each horse up for sale.

The Seller and the Buyer will be able to freely discuss the conditions of Sale of the Horse.

This understanding will have to comply with the provisions of public law and order.

On the second day of Sales, the parties will have to determine the price between them and reach agreement.

The sale shall be formalized by a Sale Contract signed by both parties, which will precisely state the terms of the Sale.

The consent of both parties must be free and unequivocal, and the Buyer purchases with full knowledge of the consequences.

The liability of Haras du Malleret may not be sought by either the Seller or the Buyer beyond the limits of liability thusly defined and accepted contractually by the Seller and the Buyer.

In general, failure to observe the terms of sale may not under any circumstances engage the liability of Haras de Malleret vis-à-vis buyers and third parties.

Article 4 - Terms of Sale of Horses

Upon arrival of the Horse, the Seller will have to provide the Organizer with:

- The Health Certificate of the Horse dating back less than 8 days,
- A Veterinary Report with remittance of the x-ray CD,
- The accompanying documents validated by Haras Nationaux,
- An up-to-date certificate for flu vaccines for the horse and/or the mare,
- A test for viral arteritis dating back less than thirty days for the horse and/or the mare,
- Coggins test dating back less than thirty days,
- The identification booklet and registration card.

A veterinary examination will be done prior to the Sale and the Buyer will have the possibility of calling upon a Veterinarian of his choice to proceed with the examination.

All Sellers will have to provide, before the Sale, all written declarations which will have to be made known to the public, under his responsibility.

Concerning Sellers other than Haras de Malleret:

- Haras de Malleret only answers for the Conformity of declarations provided by the Seller with those which are given to the public, but is in no way responsible for the accuracy and truthfulness of the declarations provided by Sellers, notably as concerns the designation of horses, those about their origins and country of birth, physical description, victories, CSO commitments, dressage competitions, unacceptable defects, etc.

Thus, the Seller is required to indicate in writing, before the Sale, the errors or omissions appearing in the catalogue so that they are made known to the public by an announcement before the Sale and countersigned in that the report.

Any Seller who has not provided, before the start of the sale or by the second day of the event, a written statement of rectification concerning the information appearing in the catalogue, regarding the horses that he has presented, shall be considered as having approved this information.

As such, the liability for accuracy of this information shall be fully incumbent upon the Seller.

Haras de Malleret draws the attention of the public to announcements which shall be made on the second day of the Sale. In fact, these announcements may contain information not included in the catalogue.

Article 5 - Veterinary Examination

Haras de Malleret will mandate a veterinarian who, on the day of the Sale, will proceed with verification of the physical description of the horses.

In case of an investigation, the Seller agrees to authorise, at his expense, the necessary blood test or any other operations required to research the identity of the horse.

Haras de Malleret will provide the contact information of the veterinarian to the buyers.
The Buyer shall have the possibility of calling upon another veterinarian of his choice to proceed with an examination before the transaction.

Sellers agree that the horses presented for sale have received all obligatory vaccinations and tests.

In case of an accident caused to a horse or by a horse examined by an eventual buyer or his veterinarian, they shall be solely responsible and shall have to bear all direct and indirect consequences of this, with seller and buyer agreeing not to seek the liability of Haras de Malleret for any reason whatsoever, and to renounce any recourse against the Organizer.

Article 6 - Absence of Presentation of the Horse

For all horses appearing in the catalogue of this sale and not presented for any reason whatsoever, the Seller will have to pay the registration fees.

In addition to registration, the Seller, will have to pay the Organizer the sum of 500 euros (five hundred euros), unless a veterinary certificate has been established (on the day of the sale) attesting to the absolute impossibility of being presented (death, serious illness, accident of the horse).

Article 7 - Responsibility for harm caused by the animal or caused to the animal

Until the Sale, horses remain under the sole custody and responsibility of the Seller, and the Organizer may not be held responsible for accidents, illnesses or damage of any kind occurring to the animals or caused by them to third parties, either inside or outside of Haras de Malleret.

The Selling owner will have to ensure protection, by himself or his employees, of the horses during their presence at the location of the Sale (unloading of the horses, accompanying them to the stalls, presence in the stall day and night, providing of food and water, presentation to Buyers).

The operations of embarkation and disembarkation and driving from the station to the location of the Sale and reciprocally, and any other similar operations, are done on behalf and at the expense, risk and peril of the Seller.

Immediately after conclusion of the Sale, the Buyer will replace the Seller for these responsibilities. Transport and pick-up of the horse is the responsibility of the Buyer.

Article 8 - Terms of payment

Sales are to be paid in cash, and only the Seller may authorise a term for payment, stated in writing and under conditions specified in the Sale contract and accepted by both parties.

In case of a term of payment granted by the Seller, delivery of the horse (or delivery of the registration certificate) will only be able to take place after payment of the price in full.

The horse shall be boarded at the location of the Seller at the expense of the buyer.
Boarding fees will be able to be billed following conclusion of the Sale.

Delivery of the Horse before payment of the price in full may only take place with express approval in writing from the Seller.

In case of non-payment, the Seller shall provide notification, by registered letter with confirmation of receipt:
→ that the Buyer has eight days to settle payment for the purchase,

- that beyond this deadline, interest at the rate of 0.75% excl. tax per month shall be billed retroactively to the first day of the Sale, on the total amount of the invoice.
Beyond two months of lateness, the interest rate shall be brought to 1% excl. tax per month.
- that the expenses and fees incurred by the Seller for collection of the receivable shall be the responsibility of the debtor.

Article 9 - Expenses of the Buyer

All horses are sold with VAT but, in any event, the price is expressed excl. tax, unless otherwise mentioned in the catalogue before sale of the horse.

Each horse may be totally or partially exempt from VAT, depending on the conditions required for benefiting from this. The conditions will be presented in the catalogue or by the Seller to the future Buyer in the Sale contract.

Before taking the horse, the buyer will have to pay all fees associated with the purchase.
The expenses related to transport and pick-up shall be his responsibility.
Expenses for boarding and/or guard services may be billed to the Buyer.
(see: articles 8 and 11 of the present terms and conditions of sale)

Article 10 - Expenses of the seller

The expenses of the Seller appear in the slip remitted by the Organizer to the Seller.

The slip is remitted to the Seller upon his arrival at Haras de Malleret.

They will have to be paid upon receipt.

Article 11 - Release voucher

No horse, sold or not sold, may leave Haras de Malleret without a release voucher.

The release voucher will be signed by the Buyer or his representative to attest that he is responsible for the horse(s) sold.

Horses will have to leave Haras de Malleret the day after the close of the sale at the latest. Beyond this deadline, boarding fees will be billed to the Buyer.
The Buyer will also have to pay the fees for guard services.

Article 12 - Guarantees

Horses presented for Sale are sold with the ordinary guarantees under the law.

They are sold under the sole guarantee of articles L 213-1 et al of the Rural Code, granting a non-professional buyer the guarantee specified by the provisions of articles L 211-1 et al of the Consumer Code.

12-1- Guarantee of conformity:

Provisions L.211-1 et al of the Consumer Code offer a guarantee of conformity to the Buyer.

Article L211-4 of the Consumer Code stipulates: *“the seller is required to deliver a product that conforms to the contract and to respond to any breach in conformity which exists upon delivery of the product.”*

Article L211-5 of the Consumer Code stipulates:

“to be in conformity with the contract, the goods must:

- 1. be in proper working order for the function for which it was originally intended and, if necessary: correspond to the description given by the seller and possess the qualities presented to the buyer in the form of a sample or model, present the qualities that a buyer could legitimately expect based on the public statements made by the seller, by the manufacturer or his representative, notably in the advertising or on the labelling,*
- 2. or present characteristics defined by common accord by the parties, or be adequate for a special use sought by the buyer, expressed clearly to the seller and accepted by the seller”.*

It is necessary to indicate that these provisions of the Consumer Code are only applicable to contracts established between professional sellers and consumers (amateur buyers).

This guarantee does not apply to sales between individuals, professionals or an individual seller and a professional buyer.

12-2 Unacceptable defects

The Seller must guarantee the Buyer against the unacceptable defects mentioned in articles L.213-1 et al and R.213-1 et al of the Rural Code and not declared by him before the Sale.

Article 13 - Disputes

The present Terms and Conditions of Sale and the operations resulting from them are governed by and subject to French law.

The present Terms and Conditions of Sale are drafted in the French language.

In the event that they are translated into one or several languages, only the French text shall be deemed as binding in any disputes.

Any disputes which could result from the buying and selling operations taking place in application of the present Terms and Conditions of Sale, concerning their validity, interpretation, execution, cancellation, consequences and aftermath, and which are not able to be resolved between the Seller and Buyer will be shall be submitted to the competent Courts under the conditions of common law.