

Conditions of Sale

Notices to purchasers

SPECIAL ARRANGEMENTS - SALE OF GERMAN LOTS

These Special Arrangements apply to all Lots sold at Tattersalls Bloodstock Sales Online Auctions which are located in Germany at the time of sale.

1. These are Special Arrangements in respect of German Lots (as defined below). For reference the Conditions of Sale are available to download at www.tattersallsonline.com. A reference in these Special Arrangements to a Condition is a reference to a condition in the Conditions of Sale.
2. These Special Arrangements apply to the sale of all Lots which are located in Germany at the time of sale ("German Lots") and shall be deemed to modify the Conditions of Sale to the extent set out herein. In the event of any conflict between the Conditions of Sale and these Special Arrangements the Special Arrangements shall prevail. For the avoidance of doubt these Special Conditions do not apply to any Lots which are not German Lots.
3. References in these Special Arrangements to "BBAG" are references to Baden-Badener Auktionsgesellschaft e.V. of An der Rennbahn 18, 76473 Iffezheim, Germany.
4. In respect of German Lots only:
 - 4.1 all references to VAT in the Conditions of Sale and these Special Arrangements shall be deemed to be references to Mehrwertsteuer (MWSt) (value added tax in Germany); and
 - 4.2 all references to Premises in the Conditions of Sale and these Special Arrangements shall be deemed to include the premises at which the German Lot in question is located at the time of the sale.
5. Guinea amounts shall be converted into Euros:
 - 5.1 in the case of a sale of a German Lot at the mid-market rate quoted by xe.com at the fall of the hammer and Euro amount so determined shall be the purchase price of that German Lot for all purposes;
 - 5.2 in all other cases in respect of a German Lot at the mid-market rate quoted by xe.com at noon (UK time) on the day on which the sale of the relevant German Lot was scheduled to take place.
6. Sales of German Lots will be invoiced by BBAG in Euros at the VAT rate relevant to a sale in Germany.
7. In the event a German Lot is not sold the entry fee and commissions payable under Condition 3.1, 3.2(b), 3.4 and any other amounts due to TATTERSALLS shall be invoiced by TATTERSALLS or, at the discretion of TATTERSALLS, by BBAG.
8. The following Special Arrangements shall apply in place of Conditions 5.1 to 5.3 inclusive:
 - 8.1 The Purchaser of each German Lot shall:
 - (a) immediately after the purchase of a German Lot
 - (i) sign the form of Purchase Confirmation supplied by TATTERSALLS or BBAG on behalf of TATTERSALLS if so required;
 - (ii) give his name, address and proof of identity to TATTERSALLS or BBAG on behalf of TATTERSALLS if so required, and
 - (iii) pay the full amount of the price bid for the German Lot together with VAT thereon if applicable ('the purchase price') by cash or acceptable banker's draft or any other

- method of payment specifically approved by BBAG to BBAG
- (b) take away at his own expense every German Lot purchased by him from the Vendor's Premises before 5.00 p.m. on the fourth day after the day on which the German Lot was sold provided that TATTERSALLS has given its prior written consent thereto. In the event that the German Lot has not been collected by the stipulated time the Purchaser shall pay on demand to the Vendor the reasonable expenses not exceeding £35 per day incurred by the Vendor of and in connection with the German Lot for any day or part of a day the German Lot remains on the Vendor's premises beyond the stipulated time.
- 8.2 If the Purchaser shall fail to comply with any of Special Arrangements set out in 8.1(a) TATTERSALLS may retain possession of and resell the German Lot and any progeny born after the sale to a German Lot described as "believed in foal" (hereafter "its Progeny") either immediately or otherwise by public or private sale.
- 8.3 If the Purchaser shall fail to pay to BBAG the purchase price and any interest due thereon pursuant to the Conditions of Sale and these Special Arrangements then, save where TATTERSALLS shall have exercised its rights under Special Arrangement 8.2 or Condition 6.5, TATTERSALLS shall be entitled to sue for the full amount of the purchase price and interest thereon. As between TATTERSALLS and the Vendor TATTERSALLS shall be under no duty to sue and nothing which it does or does not shall affect the right of the Vendor to enforce any right he may have against the Purchaser.

For the avoidance of doubt Conditions of Sale 5.4 shall not be deemed amended or replaced.

9. TATTERSALLS shall be entitled to deal with any purchase monies or proceeds of sale received by BBAG in accordance with the Conditions of Sale (including without limitation Condition 9) as if they had been received by or paid to TATTERSALLS directly.