

Basic information in English about the State Stud Celle's online horse auctions

This is simply a short summary of our terms and conditions for the online horse auctions to reach out to our international customers to give them the opportunity to participate. It is not a complete translation of the auction's terms and conditions. The purchase agreements are based on the full German version.

The State Stud Celle organizes this online auction. The horses (catalog no. 4, 6, 7 and 9) are sold by the Hengstaufzuchtgestüt Hunnesrück, therefore the purchase agreement will be conducted between the buyer and the Hengstaufzuchtgestüt Hunnesrück. Catalog no. 1, 2, 3, 5, 8 and 10 are sold by the State Stud Celle, purchase agreement will be conducted between the buyer and the State Stud Celle. All agreements between auction organizer, seller and buyer to fulfill the purchase agreement are based on the (original) Auktionsbedingungen (terms and conditions). All bidders accept these terms and conditions with registration for this auction.

How to participate

In order to bid all participants need to be registered at <https://bid.landgestuetcelle.de/auction>. The registration requires correct and full personal information. Please state whether you are business or private person. Incorrect or invalid given information may lead to being excluded from the auctions.

Horse information

All information about the horses can be viewed and read on the website (<https://www.landgestuetcelle.de/>). It includes the horses name, sex, year of birth, color and pedigree. All photographs and videos are a subjective description of the horse. It does not contain any guarantee for its quality or condition. All horses have been "used" by means of that they have been trained age appropriately for this auction, therefore they are offered as "used" animals.

All horses have been clinically examined by our veterinarians. 16 radiographs of each horse (limbs) are available. There is no medical protocol, please contact your own vet or clinical professional at your own expense to have the exams and x-rays interpreted. You cannot bid, unless you acknowledge that you did check out the x-rays, inspected and tried the horse personally or by your representatives.

All horses are stabled in at the Stud Celle. Please make an appointment for a trial in advance.

The Auction

The auctions starts with an offer on the State Stud Celle's website. It is explained when the auctions starts and the offer will last until the end of the stated bidding time. The remaining time for this offer will be shown at the right hand corner of the screen. In the last 3 minutes of bidding time a new bid will lengthen the bidding time by another three minutes. If there is no other bid, the auctions for this offer ends at this point. The lengthening of bidding times due to bidding activity will not affect any other bidding times on other offers. All stated money amounts are in Euro currency. An offer starts with **2.000,00 € as minimum bid**. The next higher bid must be at least 200,00€ higher than the prior bid. You may enter a bid as high as you wish. You will be informed by email and via the auction platform that your bid got accepted and if there is a higher bid than yours.

Prior to bidding you have to unlock the entry mask on your screen by pressing a button in order to enter an amount in the box "Gebot in Zahlen". The highest bid at the end of the bidding time will be the buyer of the horse. The buyer will be notified by email.

Terms of Payment

An additional auction fee of 2,5 % will be charged to all final auction prices (of the final price) plus German VAT. The seller Hengstauzuchtgestüt Hunnesrück (catalog no. 4, 6, 7 and 9) will add 19% VAT to the final price.

For a VAT exempt as an Intra-Community supply of goods according to § 4 Nr.1 b and § 6a UStG the certificate of entry must be returned to the seller.

To deliver goods exempt from VAT, the supplier must prove the successful delivery at the buyer in another EU member state. In accordance with Section 17a of the VAT implementation ordinance, this evidence must be provided. The primary evidence is the so called "Gelangenbestätigung" (Certificate of arrival). The "Gelangenbestätigung" is a confirmation of the arrival of the delivery by the customer.

Until the completely filled and signed "Gelangenbestätigung" is returned to the seller a regular VAT invoice will be issued, the VAT amount is considered a security deposit. Upon arrival of the "Gelangenbestätigung" at the seller, the buyer will be reimbursed with the VAT amount and a VAT exempt invoice will be issued.

The State Stud Celle does not add any VAT (0%) according to local tax regulations (catalog no. 1, 2, 3, 5, 8 and 10). If the horse is supposed to leave Germany you must obtain a vet health certificate at the County Veterinarian of Celle at your own expense. If the horse is supposed to leave the European Union customs declarations is also needed (additional fees may apply).

If the horse is not being paid for after 7 business days (including Saturday), the seller may withdrawal from the purchase agreement. In that case the horse may be sold to a third party and the former buyer may have to compensate any reduced proceeds that might arise compared to the earlier auction.

The horse will remain in full ownership of the seller until the invoiced amount is paid completely. The risk is being passed as soon as the purchase agreement is concluded.

Cash is an accepted method of payment only during business hours, if the invoiced amount is equal or higher than 10.000€. Additionally it is required to show a legal proof of the buyer's identification (ID card, passport or certificate of registration from a company).

Pick up and Ownership

The ownership will be transferred after the invoiced amount is paid by the buyer. The horse has to be picked up as soon as possible after payment. If the horse is not being picked up within 7 days after the auction date, the buyer must pay a stabling fee of 22,00 € per day. If the horse is not being picked up within 14 days after the auction date, the seller may withdrawal from the purchase agreement and reimburse the buyer.