

Horse auction is organized by Ympäristöpalvelut Tuominen Ltd.

1. GENERAL

These terms and conditions apply to auctioning. The terms and conditions apply to all sellers, buyers, authorized dealers, callers and other parties relevant to the auction.

Horses described in the catalogue are to be sold at a public auction on 31.5.2019 at Laha Pornainen.

The basic price for all horses is 1000,00€. However, the broker has the right to ask for an auction to speed up at a higher starting price. Each call must be at least 500,00€ .
6% auction commission and 24% VAT will be added to the final auction sum. The down payment is 10% of the trade sum or at least 1000,00€.

Total: Auction price + plus VAT 24% + 6% of the taxable auction price an auction fee + VAT 24% = Final price.

Payment is due as soon as the call is accepted.

Payment will be made immediately at the auction organizer's office. If payment by an invoice has been agreed in advance and confirmed, the amount must be transferred within seven (7) days of accepting the call. If the bond is signed but the horse has not been paid within seven (7) days of the agreed payment date, the seller has the right to cancel the deal. If the deal is discharged, the paid deposit will not be refunded.

Seller is responsible for any information given about the horse and the costs of the horse until a selling bid has been accepted, after which the buyer pays the costs. The seller is responsible for handing over the horse to the buyer.

Horses will remain in the possession of the sellers until the final price and any possible extra costs plus interest have been paid. The seller will be bound by the terms of the auction seven days after the auction.

Preservation of ownership

The seller reserves the right to keep the horse in their possession until the entire purchase price has been paid. The horse will not be released until the entire price has been paid or an agreement has been reached to settle the final purchase price liability.

If the highest bid is canceled or unclear, the horse can be resold by decision of the organizer.

The buyer must sign a binding auction commitment immediately after the winning bid.

Condition of the horses

Horses are sold in the condition that they are at the time of sale. All horses sold at the auction are classified as legally used movable goods. Previous medical history of horses is available on request of the buyer. The buyer has the responsibility to check the horse before it enters the sales stage. On 30.5.2019 there is an on-site veterinarian who can examine horses more at buyer's request and buyer's invoice. All examinations must be agreed in advance, and at the latest on May 29th, 2019. The buyer is responsible for the costs of any further examinations directly to the veterinarian.

The organizer reserves the right to prohibit the participation of an auction horse that is unhandleable or is in poor condition or with symptoms of illness.

The seller is responsible for all information given about their horse. The horse passport and veterinary certificate will be handed over to the buyer once the auction amount has been paid as a whole. The organizer is not responsible for the information received from the seller or other parties.

2. RELATIONSHIP BETWEEN THE SELLER AND THE BUYER

Horse condition and complaints

Any complaints and disputes between the parties will be settled directly between the buyer and the seller. The organizer disclaims all responsibility for incorrect information about the horses in the auction. If the buyer wishes to appeal on a veterinary certificate, the horse must be examined within ten (10) days of the auction. If the horse is returned, the buyer pays for its transportation to the seller's stable. Any other costs regarding the horse after a sale bid has been accepted are also borne by the buyer.

The seller is not responsible for any damage to other horses or humans caused by the infectious disease at the auction, if he or she has not discovered the disease, or even if he / she should have noticed the disease when examining the horse thoroughly.

Requirements for price reductions are not possible.

The buyer is aware that the information in the auction list may be supplemented by alerts or announcements at the auction. Such information must be taken into account by the buyer.

Advance Offers

Advance offers can be submitted in writing by 31.5.2019 9:00. The advance offer must be submitted by e-mail to: huutokauppa@ttt-kisa.fi

The written advance offer is always binding. Seller reserves the right to accept or reject the highest bid submitted.

By submitting the offer, the buyer agrees to purchase the item at the price indicated in the tender, plus the above costs. The buyer is responsible for all the bids he/she has submitted.

Payment options

Payment must be made in full to the auction office immediately after the winning bid. However, if you have agreed in advance for a payment by wire transfer, the down payment will, however, be made immediately after the winning bid to the auction office. The final purchase price must be transferred in seven (7) days from the day of the auction.

Ownership will be transferred only after the entire amount of the transaction and the costs added to it have been paid. The buyer receives the horse when the purchase price has been paid as a whole. The buyer is responsible for the transportation of the horse.

Additional costs

If the buyer withdraws from the approved auction with the consent of the seller, the buyer must compensate the seller for the cost of a failed auction. The indemnity fee for the release of a binding trade is 10% of the price of the trade, but always at least 400,00€ .

If the auctioned horse is sold seven (7) days after the auction to an auction bidder or any other party present at the auction, the seller must make a 6% auction commission, plus VAT (24%), to the auctioneer in accordance with the general terms and conditions of the auction.

These auction conditions apply to the horse auction held at Laha, Pornainen.

The organizer reserves the right to make changes.

There are two language versions of this document, English and Finnish. In case of doubt, the text in Finnish version will be followed.

Signatures

I have read and accepted the auction terms and conditions.

Place and time:

Seller:

Buyer:

Signature and print name

Signature and print name