Limburgse Veulenveiling

Auction terms and conditions Limburg Foal Auction

Edition 2026

DEFINITIONS

In these terms and conditions the following is meant:

1. Fall of hammer price: an amount bid by the bidder at an Auction for a horse/foal;

2. Bidder: the person who with a registered account on the limburgseveulenveiling.nl website is logged in and makes bids during the Auction;

3. Consumer: an individual who is not acting for purposes connected with the exercise of a commercial, professional, craft or business activity;

4. Consumer purchase: the purchase relating to a moveable property, that is closed by a seller acting in the exercise of a profession or business, and a buyer, individual, not acting in the exercise of a profession or business;

5. Participant: a participant in the Auction, in the capacity of bidder, buyer or seller;

6. Buyer: the bidder to which the bid is allocated by the Auctioneer;

7. Auctioneer: an employee or representative from LVV;

8. Seller: the person or legal entity who has instructed LVV to sell one or more horses and/ or foals through Auction, on behalf of and at the expense of the seller;

9. Auction: the auction of a foal/horse;

10. Auction website: the website through which LVV also offers the possibility for online bidding, this being www.limburgseveulenveiling.nl;

11. Terms and Conditions: these General Terms and Conditions.

01. GENERAL PROVISIONS

1.1 –The Limburg Foal Auction [a trade name of Hendrix Events B.V.] (hereinafter individually and collectively referred to as: LVV), is organizing in its function as intermediary between sellers and buyers auctions of horses and/or foals.

1.2 – The auctions take place at Equestrian Centre Peelbergen in Kronenberg, the Netherlands and via the website limburgseveulenveiling.nl. The auction will be organized the 23rd of September 2026.

1.3 – A sale and purchase agreement is entered into between the Buyer and the Seller, which can be consulted at www.limburgseveulenveiling.nl. A sale and purchase agreement is concluded exclusively between the Seller and the Buyer. The Buyer is required to sign the written agreement, with LVV acting solely as an intermediary.

1.4 – These terms and conditions will be made available prior to the commencement of the Auction and can be found both on the website and in all our emails.

02. APPLICABILITY

2.1 – These general terms and conditions apply to every auction organised by Limburgse Veulenveiling and to all purchase agreements concluded during the auction in respect of horses/foals offered through LVV, as well as to all agreements arising from or connected with such purchase agreement.

2.2 – The Participant shall be deemed to have accepted the applicability of these general terms and conditions. By registering as referred to in Article 4.3 of these terms and conditions and by participating in an Auction, the Bidder acknowledges and confirms that (i) they are familiar with these terms and conditions, (ii) the terms and conditions were provided to them or sent to them digitally before they placed a bid or entered into a purchase agreement, and (iii) they agree to the terms and conditions and their contents. In the event of a Consumer Purchase, the Bidder further acknowledges, by agreeing to these terms and conditions, that the statutory information requirements as referred to in Sections 2A and 2B of Title 5 of Book 6 of the Dutch Civil Code have been adequately fulfilled, and agrees that the information provided may be made available digitally.

2.3 – Applicability of other general terms and conditions is excluded.

03. SELECTION PROCEDURE

3.1 – LVV examines and selects the horses and foals that are eligible to participate in the Auction. Any decision made by LVV in this regard shall be binding. LVV is entitled to seek advice from third parties but shall at all times have the right to refuse a horse/foal without giving reasons, on the basis of (physical) defects or on any other grounds determined by LVV, even if the horse/foal has already been selected for the Auction. LVV shall never be obliged to reimburse the Seller for any costs incurred by the Seller, on whatever grounds.

3.2 – Prior to the Auction every horse/foal undergoes a clinical examination by an equine veterinarian appointed by LVV. One week after the auction has taken place, prior to the horse/foal being released to the buyer, the horse/foal is examined again by the same equine veterinarian. This clinical examination takes place at a location chosen by the Seller and is for the account of the Seller. Neither an X-ray examination or check for prohibited substances will be carried out.

3.3 – By offering the horse/foal for auction, the Seller declares that they are not aware of any facts or circumstances that would render the horse/foal unsuitable for normal use for rearing. The Seller further warrants that the horse/foal is free from any prohibited substances listed on the most recent list of prohibited substances issued by the Fédération Equestre Internationale (FEI). The Seller has the option to declare in the purchase agreement that they are not selling the horse/foal in the course of their profession or business, with the intention of ensuring that Article 7:18a of the Dutch Civil Code (reversal of the burden of proof) does not apply.

3.4 – The LVV offers the buyer, if desired, the opportunity to view the horses and/or foals offered for Auction prior to the Auction so that the potential buyer is given the possibility to form an own opinion regarding the horse/foal and the extent to which the horse/foal matches his/her wishes taking into consideration the potential buyer's specific intended use. If necessary or desired the Buyer should seek independent professional advice in this regard.

04. SALE /AUCTION

4.1 –The LVV organizes and facilitates the Auction and auctions one or more horses and/or foals on behalf of the seller, without being or becoming a party to agreements agreed or to be agreed.

4.2 – The horses and/or foals are auctioned according to the catalogue order.

4.3 - During the auction there will be a possibility to bid online. In order to bid online potential bidders/buyers must register in time (before the start of the auction) on the website www.limburgseveulenveiling.nl.

4.4 – The horses and/or foals are sold by bidding in Euros, unless otherwise indicated, with a minimum opening bid of €4,000.

4.5 – Between €4,000 and €10,000 bids are to be made in increments of €500. From €10,000 bids are to be made in increments of €1,000.

4.6 – Each potential buyer creates an account via the website limburgseveulenveiling.nl. The person who is logged in on this account and who makes the bids, bids for himself/herself and is bound to his/her bid until a higher bid is accepted.

4.7 – If the bidder is awarded the bid by the WeAuction server, then that particular buyer is obliged to pay the amount due, as defined in article 5.

4.8 – The auctions shall take place under the supervision of a notary appointed by the organisation. The notary's decision is binding in the event of disputes arising with or during the bidding process.

05. SETTLEMENT AND PAYMENT

5.1 – Buyer owes the purchase price as a result of the purchase agreement.

5.2 – LVV sends buyer an invoice by e-mail. Buyer shall settle the invoice by bank transfer to the bank account number of Hendrix Events B.V. within seven days after the date of invoice. Settlement of any counter-claims is excluded.

5.3 – If the Buyer fails to comply with this obligation, the Buyer shall be in default by operation of law, and LVV shall be entitled to reject the bid, to terminate the purchase agreement on behalf of the Seller, and to auction the purchased horse/foal again, or alternatively to award the purchased horse/foal to the second-highest bidder. In such event, the Buyer shall be obliged to compensate LVV for any damage caused as a result thereof, without prejudice to LVV's other rights.

5.4 – The invoice amount due shall be calculated as follows:
Fall of hammer price +
8% Commission fee +
Insurance premium (optional)
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Invoice amount excluding 21% Dutch VAT.

5.5 – LVV is permitted to gather information regarding the financial credibility of a particular bidder/buyer and to make participation in the Auction by, and the settling of an agreement with, that particular bidder/buyer conditional on the information obtained.

5.6 – LVV pays the fall of hammer price, once LVV has received this from the buyer, after deduction of the auction commission owed to LVV and any insurance premium, to the bank account number indicated by the seller. This amount is not paid out before the seller has given LVV the proof of delivery, in the LVV-format, signed by the buyer.

5.7 – The LVV charges the following commission (excluding Dutch VAT) on the hammer price to the seller:

10% on the hammer price up to and including €15,000;

12% on the hammer price from €15,001 up to and including €25,000;

15% on the hammer price from €25,001 onwards.

The fixed auction fee is € 325 (excluding Dutch VAT) and this shall be paid by the seller immediately after acceptance to the collection. The seller receives an invoice for this and shall be paid within the specified payment term. If the seller defaults, LVV has the right to refuse the foal/horse for the auction.

5.8 – To enable the Financial settlement to proceed smoothly, the seller is obliged to verify that:

a. The buyer has satisfied his/her payment obligations in full, and;
b. If this is not the case, not to handover the foal/horse before the obligations are met in full.

5.9 – The Seller may buy back a foal/horse at no additional cost if the final bid price is less than €5,000. If the final bid price exceeds €5,000, a commission of 18% (excluding Dutch VAT) on the entire final bid price shall be payable to LVV in the event of a conflict of interest, where the Seller and Buyer are the same person.

06. HANDOVER AND TRANSFER OF OWNERSHIP OF THE HORSE/FOAL

6.1 – Up until the actual handover the risks and costs regarding the foal/horse remain the responsibility of the seller. Immediately after handover by the seller to the buyer the risks and costs regarding the foal/horse are transferred to the buyer.

6.2 – The seller accepts the responsibility to leave a foal younger than 4½ months with the mare until the foal has reached the age of 4½ months, at no extra expense to the buyer. The stay is at the expense and risk of the seller.

6.3 – If, at the Auction, the Seller offers a horse or foal which, due to its age (generally older than 4.5 months), can be delivered immediately by the Seller to the Buyer, the foal/horse shall be delivered by the Seller to the Buyer after the Buyer has fulfilled all of their financial obligations towards the Seller and LVV.

6.4 – The foal/horse is delivered by the seller to the buyer's address. If buyer/seller is/are resident outside the Netherlands the delivery location is in the Netherlands, unless the parties agree otherwise.

6.5 – The foal/horse is delivered by the seller to the buyer's address. If the foal/horse is purchased by a foreign buyer, the buyer shall, except in the situation where the buyer intends to use the horse in the Netherlands, and with due observance of a reasonable period of time required to arrange export documents, ensure immediate transport abroad of the purchased foal/horse. Any costs for transport and the required transport documents for transport abroad are for the account of the buyer.

6.6 – Ownership of the purchased foal/horse (if all conditions of a legally valid transfer have been met) transfers to the buyer at the time of delivery as defined in this article, but not before the buyer has settled in full the purchase price and any other amounts due by the buyer to LVV, acting in this respect on behalf of the seller.

07. CONSUMER PURCHASE RIGHT OF WITHDRAWAL

This constitutes a public auction as referred to in Articles 6:230(c) in conjunction with Article 6:230(g)(j) of the Dutch Civil Code, as a result of which the foals/horses offered at the Auction cannot be returned under the statutory right of withdrawal as referred to in Article 6:230o of the Dutch Civil Code.

08. NON-CONFORMANCE

8.1 – If, after actual delivery, a buyer is of the opinion that the foal/horse purchased does not conform to the agreement, the buyer is not entitled to any recourse if the seller has not been informed thereof by registered letter (with a copy to LVV), within three weeks after the discovery.

8.2 – The seller guarantees, unless notified in writing prior to the sale, that a foal/horse purchased by the buyer does not have any stable vices such as cribbing, systematic weaving or wood-chewing for a period of 48 hours after actual delivery to the buyer.

8.3 – If a veterinarian, registered as an inspection veterinarian for horses or an equine veterinarian, states in writing that one of the stable vices listed in article 8.2, in his expert opinion, was present prior to the date of actual delivery, the buyer has the right to terminate the purchase agreement, with all resulting consequences.

9. LIABILITY

9.1 – LVV excludes, in so far as is legally permitted, any liability with respect to buyer, sellers and third parties and in particular, but not limited to, regarding the following cases:

9.2 – LVV excludes any liability if a foal/horse stated in the collection is not offered for auction;

9.3 – LVV excludes all liability regarding the state of health and/or any stable vices of the foals/horses to be auctioned. More particularly excluded is liability regarding osteochondrotic defects in the stifle and hock joints of the foal/horse, based on DNA-tests (genome selection) and/or other defects;

9.4 – LVV excludes all liability regarding transport of the foal/horse;

9.5 – LVV is not liable for any accident or any type of damage to anyone in or close to the grounds or buildings where there is an opportunity to view or where the purchased foals/horses are collected. Entering these grounds and buildings is at one's own risk;

9.6 – LVV is not liable for damage caused prior to, during and/or after the Auction caused by or to persons and/or by or to effects and/or by or to foals/horses;

9.7 – LVV is not liable for damage caused by providing incorrect and/or incomplete information, regardless of the nature and extent of this damage and of this information and regardless of the origin of this information. If the incorrect and/or incomplete information originates from the seller, the seller shall indemnify LVV against all claims by a third party or third parties in this regard;

9.8 – LVV is not liable for damage, either direct or indirect and regardless of the nature and extent, resulting from a shortcoming in the fulfilment of a commitment by a third party or third parties, including but not limited to, shortcomings in the correct fulfilment of commitments of buyer and/or seller and/or as a result of any acting or negligence by participant.

9.9 – Exclusion of LVV liability is not applicable in the case where LVV is accountable for intent or gross negligence by LVV;

9.10 – Any liability of LVV is restricted at all times to a maximum amount of €10,000.00 .

10. DISPUTES AND APPLICABLE LAW

10.1 – The Legal relationship between LVV and Participant as well as the legal relationship between seller and buyer are governed solely by Dutch law, with total exclusion of applicability of the Vienna Sales Convention (CISG).

10.2 – All disputes, including disputes which are regarded as such by only one of the parties, arising in connection with the purchase agreement concluded at the Auction or in connection with these auction terms and conditions with LVV, shall be exclusively settled by arbitration under the rules of the Netherlands Arbitration Institute (NAI) in Rotterdam, or, in the event that the Buyer is a consumer who has not made a legally valid choice in accordance with Article 10.3, exclusively by the court having absolute jurisdiction of the District Court of Limburg.

10.3 – If the Seller or LVV intends to commence legal proceedings, they shall, if the Buyer is a consumer, give the Buyer one month to notify them in writing of their (legally valid) choice of the competent court. In the event of an urgent matter (summary proceedings), the Seller and/or LVV may shorten this period to five working days.

10.4 – In the event of a continuing dispute, the LVV may decide to initiate mediation between buyer and seller, at its discretion, at its own expense. Such mediation may be undertaken in accorance with NAI-Mediation Regulations.