

ADDITIONAL TERMS AND CONDITIONS SK EMBRYO AUCTION

In the event of an online embryo auction, the following specific additional terms and conditions apply in addition to the General Auction Terms and Conditions of Suus Kuyten Auctions:

Article 12 – Embryos and surrogate mares

1. The embryos offered have been implanted in surrogate mares. The surrogate mares have been found to be clinically acceptable and free of any observable defects. Notwithstanding the provisions of the General Auction Terms and Conditions, ownership of the surrogate mares is not transferred.
2. Surrogate mares with embryos are stabled at, cared for, and maintained by the sports stable, breeding farm, and rearing company: Stal 't Paradijs, located at Waterschootstraat 17, B-9111 Belsele, Belgium. Boarding costs, birthing assistance, veterinary costs, and other expenses are the responsibility of the buyer and must be settled directly with Stal 't Paradijs.
3. If, contrary to the provisions of paragraph 2 above, the buyer wishes to stable and care for the surrogate mare with embryos at their location, the buyer is required to pay a deposit for the surrogate mare provided. The deposit is EUR 5,000.00.
4. In the event of the provisions of paragraph 3 above, the surrogate mare must be returned to SK Auctions at the buyer's expense after weaning (at least 5 months and no later than 5.5 months after the foal's birth).
5. If the surrogate mare is returned in good condition, SK Auctions will refund the deposit to the buyer.

Article 13 – Insurance

1. The buyer is given the opportunity to insure the embryo. Notwithstanding the provisions of the General Auction Conditions, the auction price will then be increased by an amount for embryo insurance.
2. The amount to be paid by the buyer will then be calculated as follows: Auction price + a minimum of 12% insurance, total to be increased by 10% auction costs plus VAT (if applicable) (hereinafter referred to as: "Purchase Price").

Article 14 - Transfer of Ownership and Risk

1. Without prejudice to the provisions of the General Auction Conditions, ownership of the embryo will only transfer to the buyer after the full Purchase Price and any other amounts owed by the buyer to SK Auctions have been paid.
2. As long as SK Auctions has not received full payment of the Purchase Price, the buyer — regardless of whether the embryo has been delivered to the buyer — will not become the owner of the embryo. If the buyer refuses delivery or acceptance or is negligent, the buyer will be in default and will be liable, among other things, for compensation for damages and costs. In that case, the surrogate mare with embryo will only be released once the aforementioned costs have been paid in full.
3. The risk of the embryo passes to the buyer:
 - a. If the buyer is a consumer and the surrogate mare with embryo remains at Stal 't Paradijs, the moment the buyer's bid is accepted, or if the provisions of Article 12.3 above apply, the moment of delivery to the buyer or a third party designated by the buyer, other than the carrier.
 - b. If the buyer is not a consumer, the moment the buyer's bid is accepted.

In both cases, all obligations, responsibilities, liabilities, and risk factors concerning the embryo are transferred to the buyer in question from the aforementioned dates. The buyers in question indemnify SK Auctions against all third-party claims in this regard.

Article 15 - Right of Withdrawal

1. The consumer buyer may cancel a purchase agreement regarding the purchase of an embryo through this online auction within a cooling-off period of 14 calendar days without giving reasons, based on the statutory right of withdrawal under Articles 6:230 et seq. of the Dutch Civil Code. The aforementioned 14-day cooling-off period commences on the day after the buyer, other than the buyer's carrier, receives the surrogate mare containing the embryo.
2. If the buyer exercises their statutory right of withdrawal, they must notify SK Auctions of this in writing as soon as possible within the aforementioned 14-day period, in an unambiguous manner. From the day following this notification, the buyer will make the surrogate mare and embryo available again or hand the surrogate mare and embryo over to SK Auctions. Return delivery will include – where applicable – all delivered accessories. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the buyer.
3. Costs associated with the return of the surrogate mare and embryo are borne by the buyer. The buyer will handle the surrogate mare and embryo with care during the cooling-off period and the return shipment. The buyer is liable to SK Auctions for any decrease in value of the embryo occurring in the period between purchase or delivery and return to SK Auctions.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the buyer.

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