

Contract of Sale

(seller and buyer are not professionals)

§ 1 object of purchase, purchase price and veterinary examination

Mr/Mrs **(seller)**

(name, address)

sells to

Mr/Mrs **(purchaser)**

(name, address)

the horse:

(name, age, sex, colour, markings, pedigree)

Purchase price:

The price includes % VAT (value added tax)

The agreement will come into force, if the veterinary examination
by is passed by the horse.

(name, address)

The veterinary examination includes:

clinical examination:

X-rays:

special examination:

(fill in the agreed examinations)

Seller/Buyer ist obliged to pay the costs of the examination (please mark).

§ 2 qualities

The parties of the contract agree the qualities of the horse as follows:

Name, age, sex, colour, markings and pedigree as it is considered in § 1.

The seller informs the buyer about known health defects of the horse as follows:

.....
.....

The parties agree no further guaranteed qualities concerning the state of health of the horse. The results of the veterinary examination are not guaranteed qualities, but should only help the buyer to find a decision about the purchase.

The horse has wins and placements registered by the national federation as follows:

.....
.....

Further guaranteed qualities are not agreed.

The seller do not give any specific warrnanties for the horse except the written qualities.

§ 3 warranty claims

In case of an important defect of the horse, the buyer is, varying from § 437 BGB, only entitled to rescind the contract, not to claim for reduction of the purchase price or damage etc.

§ 4 sale on approval

In case of an agreed trial period: the trial period expires
..... (date).

During this period the buyer is entitled to declare not to buy the horse. Otherwise the agreement will come into force when the trial period expired.

§ 5 payment

The buyer is obliged to pay cash the purchase price when the horse is delivered.

§ 6 passing of property

The seller declares that he/she is owner of the horse. The passing of property will take place after the purchase price is fully paid.

§ 7 limitation

The buyer's warranty claims are subject to a limitation period of six weeks beginning with delivery of the horse. This term is ineffective in case of fraud.

§ 8 passing of risk

With delivery of the horse, the buyer is responsible for the horse, including all risks and costs.

§ 9 additional agreements

The parties agree as follow:

.....

.....

§ 10 severability

If any provision of this agreement should be held to be invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.

.....
(date, place)

.....
(seller)

.....
(buyer)