

Contract of sale about a horse

(buyer is consumer = private horse owner, seller is businessman in selling horses)

§ 1
subject of buying, price and medical examination

Mr./Mrs.....(seller)
(name, address)

sells to

Mr. /Mrs.....
(buyer)
(name, address)

The following horse:
.....
(name, age, sex, colour, pedigree, registration-number)

price of purchase:.....
this amount includes% VAT =

The contract of sale will be effective, if the medical examination by the veterinary surgeon
.....
(name, address)

declares the horse healthy and fit to be used for the agreed purpose of use.

The examination includes the following tests:

Clinical examinations:
(please fill in the examinations, which are made)
.....
.....
.....
.....

X-Rays:
(please fill in the examinations, which are made)
.....
.....
.....
.....

Special examinations:

(please fill in the examinations, which are made)

.....
.....
.....
.....

§ 2

Quality and condition of the horse

Seller and buyer agree the following condition of the horse:

The horse has age, sex, colour, pedigree and registration-number like it is written in § 1

According the state of health following mistakes are known and told the buyer:

.....
.....
.....

According the state of health, seller and buyer did not agree any qualities of the horse. Especially, the examination is not part of the agreed quality of the horse. The purpose of this examination is to help the buyer for deciding.

The horse has the following successes, which are registered:

.....
.....
.....

Continued conditions are not agreed between seller and buyer.

The seller do not guarantee for further quality or condition of the horse.

§ 3 warranty claims in fact of defect as to quality

In case of a ascertain a defect of the horse, the buyer is, varying from § 437 BGB, only allowed to rescind the contract. There are no rights like reduction of the purchase price or damages.

§ 4 sale on approval

In case of an agreed sale on approval:

The time of approval ends:.....

The contract will be effective, if the buyer did not declare until the agreed date, the he will not accept the contract.

§ 5 payment

The price of purchase is to be paid, when the horse is handed out with all registration documents.

§ 6 passing of property

Transfer of property will take place after paying the complete price of purchase.

§ 7 limitation

Warranty claims become statute-barred by limitation after 12 month (§ 475 II BGB). This limitation is different from the §§ 438 I No 3 BGB. The regular limitation in case of fraud (§ 438 III BGB) is not included in this agreement.

§ 8 risk

The risk of expenses and damage is passed to the buyer after the horse is handed out.

§ 9 further agreements

The parties agree the following additional agreements:

.....
.....
.....

§ 10

If there are agreements not effective, the contract will not be in whole ineffective. The ineffective agreements will be replaced by effective arrangements, which are similar to the ineffective ones.

.....
(date, place)

.....
(buyer)

.....
(seller)