

**AUCTION TERMS AND CONDITIONS FOR NEXT  
GENERATION SALE 2023**  
**Auctioneer ASVT's Trottex AB ("Trottex") in collaboration with  
TR-Media and Menhammar Online Sales**

**APPLICABILITY**

These terms and conditions apply to Trottex's Next Generation Sale 2023 which will be held from 14/09/2023 to 16/09/2023 inclusive (the "Auction").

The auction will be held in Totohallen at Sundbyholm trotting track in Eskilstuna.

**INFORMATION ABOUT THE AUCTIONEERS**

ASVT's Trottex AB (556363-6801) is the auctioneer. Trottex's address is C/O STOCKHOLMS TRAVSÄLLSKAP BOX 20501, 161 02 BROMMA.

Trottex can also be reached by email via [trottex@asvt.se](mailto:trottex@asvt.se). Further information about Trottex can be found on the website [www.asvt.se](http://www.asvt.se).

**TROTTEX'S ROLE – BROKER**

Trottex is merely the broker that brought about the purchase between the seller and the buyer. As indicated below and in general, a contractual relationship exists only between the buyer and the seller. Trottex is not responsible for the buyer or the seller in any way, such as, but not limited to, the following: the ability to pay, the receipt of messages or, as is also shown below, the information provided with respect to horses.

Any complaint and/or dispute regarding the purchase of horses must be made directly between the buyer and the seller. Trottex disclaims any responsibility, including liability for incorrect information, regarding horses offered for sale.

**IMPLEMENTATION OF AND RESPONSIBILITY DURING  
THE AUCTION**

The sale of horses during the Auction occurs in catalogue number order.

Trottex has a unilateral and unconditional right, without giving reasons to refuse a person or a company participation in the auction. In the event of such a refusal, neither the speculator nor the seller is entitled to damages or other compensation from Trottex.

It is the responsibility of the seller to arrange and be responsible for the delivery of the horse.

Transport of horses to and from the auction site is done with buyers' and sellers' own transport and at their own expense. Buyers and sellers undertake not to leave horses in transport for longer than 1 hour within the auction area and associated parking spaces.

The seller is responsible for the horse until the hammer falls, after which the buyer bears all responsibility for the horse. Trottex is never responsible for horses, before, during or after the auction day. Sellers or buyers who leave a horse with or under the supervision of Trottex staff, either temporarily or for a longer period of time, understand that all responsibility for the horse remains with the buyer or seller and that Trottex or its staff never bears any responsibility for horses.

**REGISTRATION, FEES AND STAKE FEES**

The auction is open to warmblood Swedish-born yearling trotters registered in Sweden, as well as Swedish-registered horses brought to Sweden as foals accompanying their mothers (Sw, mockinländare) and subsequently entered for auction. The auction is also open to yearling coldblood trotters that have been registered and then selected for auction. Only members of ASVT may sell horses at the Auction. Sellers of coldbloods must also be members of Sleipner.

Registration for horses for the Auction must be received by Trottex no later than 02/06/2023. For registrations made by the registration deadline, a Trottex registration fee of SEK 7,000 per horse is payable. Sellers who sell more than four horses at the Auction pay upon registration for the first four horses. The registration fee for the remaining horses is deducted in the settlement after the sale of any of the registered horses. Trottex is thus entitled to deduct the registration fee for a horse when making settlement after the sale of another horse sold by the same seller.

In addition to the registration fee, there is a stake fee of SEK 1,000 per horse to the auction race. The stake fee must be paid at the same time as the registration fee is paid. A stake fee must always be paid for each horse regardless of the number of horses entered.

The registration fee and stake fee are invoiced and must be paid without the need for a reminder within the time specified on the invoice.

Sellers who recall horses from the Auction before 03/07/2023 will be charged a fee of SEK 1,000 by Trottex.

Recalling horses must always be done in writing.

If a horse is recalled due to the death of the horse, no fee will be charged for recalling the horse from the Auction.

If a horse is recalled due to an acute or contagious disease that can be substantiated by a veterinary certificate issued by the district veterinarian and approved by Trottex, no fee will be charged beside the registration fee and the stake fee for the auction race.

In the event of a recall of a horse for veterinary reasons, acute or contagious disease or the death of the horse, a veterinary certificate or death certificate must be received by Trottex no later than the first day of the auction.

If a horse is recalled for reasons other than veterinary reasons, acute or contagious disease or that the horse died during the period 04/07/2023 to 13/09/2023 or if a veterinary certificate has not been provided in accordance with the previous paragraph, a fee of SEK 5,000 will be charged by Trottex.

If a horse is recalled after 14/09/2023, a fee of SEK 20,000 will be payable to Trottex.

For horses that are included in the catalogue for the Auction but which are subsequently withdrawn from the Auction, a fee of SEK 1,000 is charged by Trottex, which refers to the stake fee for the auction race.

The foregoing sentence shall also apply to horses withdrawn for veterinary reasons, acute or contagious diseases, except in the event of the death of the horse.

In the event that a seller has not fulfilled its obligations – under these general terms and conditions or according to another agreement between the seller and Trottex – for a horse to be auctioned – for example, but not limited to, the seller failing to provide Trottex with an independent veterinary inspection report no more than seven days old on the first day of the auction – the seller who has failed to fulfil its obligations will be charged a fee of SEK 20,000 by Trottex.

If a horse has been registered for the auction but is not in place on the day the horse is to be auctioned, a fee of SEK 20,000 will be charged by Trottex, except in the event that the horse has died and an approved veterinary certificate as above or alternatively a death certificate is received by Trottex no later than on the day of the auction.

For each horse that remains unsold after the Auction, the seller is charged a stake fee for the auction race of SEK 1,000.

Fees and stake fees to which Trottex is entitled may be credited by deducting the amount from the sale proceeds of another horse belonging to the same seller.

**CONDITION OF THE HORSES**

The horses are sold as is. The provisions of Section 19 of the Sale of Goods Act shall not apply. Defects in horses may only be complained of on the basis of and within the time specified in these terms and conditions.

An independent veterinary inspection report issued not more than seven days prior to the first day of the auction must be provided to Trottex on the day before the first day of the auction.

**The horses must have begun receiving basic vaccination against equine influenza (A2) in accordance with the Svensk Travsport rules (A and B must be completed). The horses must also be vaccinated against tetanus.**

Vaccinations must be recorded in horse passports.

It is the responsibility of the buyer to examine the horse before the auction and assess its condition and nature.

**GENERAL INFORMATION ABOUT BIDDING**

The minimum bid that can be made for a horse is SEK 25,000. Bids are made excluding VAT.

Up to SEK 50,000, bids are raised by SEK 5,000 at a time. From SEK 50,000 up to SEK 250,000, bids are raised by SEK 10,000 at a time. From SEK 250,000 and above, bids are raised by SEK 25,000 at a time.

In the event of tied bids, Trottex or the auctioneer appointed by Trottex, i.e. the person commissioned by Trottex to carry out the auction, decides which bid shall have priority for purchase. Trottex or the Auctioneer has the right to disregard bids from certain bidders and also decide whether bidding should be resumed due to uncertainty about the last bid. Trottex or the Auctioneer solely and finally decides on any disputes that may arise during the auction proceedings.

The purchase is binding between the seller and the bidder who submitted the highest bid. The highest bid placed is the horse's selling price. After completion of the auction proceedings, Trottex has the final right of decision in disputes concerning bids placed in the completed auction proceedings.

The buyer, i.e. the person who made the highest bid, receives information from Trottex that they have won the bidding and that a binding purchase agreement exists. The information is sent by email or normal post to the address given by the buyer. The buyer is responsible for giving the correct address. The buyer of a horse understands and agrees that brokerage, commission and fees in accordance with these terms and conditions will be added to the bid that has been made, as well as VAT as applicable.

**BIDDING WHEN PRESENT IN THE AUCTION ROOM**

Anyone who wishes to participate in bidding at the Auction must submit bids with a clear voice or sign.

The person who has submitted the highest bid when the hammer falls has entered into a binding purchase agreement and must then contact the person designated by Trottex or the auctioneer to register the call.

Buyers who have submitted the highest bid are still bound by the purchase even if a buyer should fail to fulfil their responsibilities after the auction has ended.

**BIDDING VIA TROTTEX'S ONLINE SERVICE**

Trottex provides the opportunity to participate in bidding via Trottex's real-time online service ("Online Bidding"). Bidders who wish to participate through this service must have a registered account and be approved for bidding. The online service is available on the Trottex auction page: [www.asvt.se](http://www.asvt.se).

Bidders can increase their bid via the online service at intervals by the bidder clicking several times before their bid is approved.

Online bidding is at the customer's own risk and Trottex cannot be held responsible if, for whatever reason, Online Bidding does not work for bidders or buyers during the auction.

In the case of Online Bidding, delays may occur that cause bidding to end before a bid via the online service ("Online Bid") has been registered by Trottex or the auctioneer. In such cases, Trottex or the auctioneer has the right to disregard the late Online Bid or to resume bidding and accept the late Online Bid, depending on the assessment of the timing of the bid made by Trottex or the auctioneer themselves.

Bidding on the Auction via Trottex's online service does not entail a right of withdrawal from won items, but all bids are binding; see further under the heading "Distance Agreements Act".

## **DISTANCE AGREEMENTS ACT**

According to Chapter 2 Section 11 point 10 of the Act (2005:59) on distance agreements and off-premises agreements, the right of withdrawal does not apply to agreements that are "entered into at an auction, if it is also possible to participate in the auction in a way other than by using a means of remote communication". Horses purchased at the Auction are thus not covered by the right of withdrawal.

## **COMMISSION**

Trottex is entitled to sales commission on sold horses. Sales commission is calculated as follows. On sales prices between SEK 0 and 100,000, Trottex is entitled to 5% sales commission. In the event that the sales price exceeds SEK 100,000, Trottex is also entitled, in addition to the sales commission according to the preceding sentence, to 3% in sales commission on the sum of the sales price that exceeds SEK 100,000. The sales commission can amount to a maximum of SEK 10,500.

In the event that a seller recalls a horse, a call-back commission of 5% of the call-back amount up to SEK 300,000 is payable. For the part of the call-back amount that exceeds SEK 300,000, an additional 10% in call-back commission is paid. The call-back commission goes to Trottex.

In the event that a seller recalls a horse for a maximum of SEK 25,000, no call-back commission is paid.

Trottex may benefit from sales commission and call-back commission to which Trottex is entitled by deducting the amount from the sale proceeds of a sold horse or from the sale proceeds of another horse belonging to the same seller

## **BROKERAGE**

Buyers who have bid for horses at the Auction are also charged, in addition to the sale price, a brokerage fee corresponding to 5% of the sale price. The brokerage fee goes to Trottex.

The buyer will also be charged a stake fee for the auction race amounting to SEK 1,000 per purchased horse. This stake fee must be paid at the same time as the purchase price and brokerage fee.

## **AMOUNTS ARE STATED EXCLUDING VAT**

All amounts in these terms and conditions are stated excluding VAT.

## **AUCTION RACE**

All warmblood trotters that were been included in Trottex auction catalogues as yearlings and for whom the stakes have been paid are eligible for the auction race. The amount of the stakes and time when those must be paid are shown in the terms and conditions for the auction. Auction races will be held at Solvalla during the Kriterie week for two-year-olds and during Elitoppet week for three-year-olds. For both two- and three-year-olds there will be a stallion/gelding class and a mare class. In case too many horses are registered for the races, Trottex and Solvalla may decide to divide the races, as well as the purse. The races can only be divided once. If after the division there are still too many horses, the selection will take place according to ST's rules. If the races do not have full registration, Trottex and Solvalla reserve the right to merge the open class and the mare class into one race. Other terms and conditions for the auction races will be determined by the rules of the races.

## **COLD BLOODS**

Cold blood trotters are not eligible to participate in auction races. As a result, no fees or stakes related to auction races will be charged in connection with the sale and purchase of cold bloods.

## **TROTTEX'S RESPONSIBILITY AND RIGHTS**

Unless otherwise provided by mandatory law, the following applies, inter alia, to Trottex's responsibility and rights.

Sellers and buyers understand and accept that Trottex is not responsible for any errors in the auction catalogue, that Trottex also bears no responsibility for any injury that occurs to the submitted horse during the time the horse is in the auction area (this even if the seller or buyer leaves the horse for a shorter or longer period with or under the supervision of Trottex's staff) and that Trottex bears no responsibility for damage, whether directly or indirectly, in the event that the auction cannot be carried out as planned, regardless of the reason why the auction cannot be carried out.

Trottex is the responsible auctioneer and has the right to plan and conduct the auction in the way that Trottex deems most appropriate. This includes a right for Trottex to make adjustments to the planned set-up, programme and participating horses etc.

The auction may be moved or cancelled following a unilateral decision by Trottex. If a new auction cannot be held within two months of the appointed time, the auction agreement for the auction in question ceases to be valid between the parties.

Trottex is not liable for damage, either direct or indirect, if the auction is cancelled or moved.

If it follows from mandatory legislation that a horse has a defect or flaw for which Trottex is responsible under mandatory legislation, Trottex is entitled to (i) remedy the defect, (ii) give the buyer a price reduction corresponding to the defect

(the amount of compensation shall be calculated on the basis of the final price for the horse, i.e. what the Buyer has actually paid for the horse excluding commission, fees etc.) or (iii) allow the purchase to be reversed. In the event of a reversal pursuant to this paragraph, the buyer is only entitled to recover what the buyer has paid to Trottex in connection with the purchase against the return of the horse. Trottex's maximum liability for horses under this paragraph is to refund what has been paid by the buyer, i.e. the amount of the winning bid or fixed price together with commission and value added tax and any other fees paid by the buyer in connection with the purchase. The buyer is not entitled to any further compensation. Trottex is never responsible for direct or indirect damage such as agent costs that the buyer may incur. In the event that the purchase is reversed in accordance with this paragraph, Trottex will return the horse to the seller. In such a case, the seller has no right to compensation from Trottex. If Trottex becomes liable for defects to the buyer of a horse, Trottex is entitled to compensate the buyer and demand compensation from the Seller corresponding to the value of Trottex's defect remedy or corresponding to the compensation paid to the buyer.

## **TRANSFER OF AGREEMENT**

Trottex has the right to transfer to a third party agreements entered into between Trottex and the buyer or seller including, but not limited to, all or part of related rights and/or obligations. If an agreement is transferred, Trottex will notify the buyer or seller of who has taken over the contract by email. A buyer, seller or participant at auction may not transfer the terms of use or related rights and/or obligations to third parties.

## **THE BUYER - SELLER RELATIONSHIP, THE CONDITION OF THE HORSES AND COMPLAINTS ETC.**

Unless otherwise provided by mandatory law, the following applies to complaints of defects in horses.

Any complaint and/or dispute must be made directly between the buyer and the seller. Trottex bears no responsibility and cannot be held responsible for incorrect information regarding horses put up for sale.

The buyer can only complain about the purchase of the horse if the horse at the time of purchase has been affected by hidden defects that may affect the horse's suitability as a trotting horse. In order to claim a hidden defect, the buyer must have had a veterinary inspection/X-ray carried out showing the defect within 14 days from the time of the auction and during the same time submitted a written complaint to Trottex, which Trottex receives and then informs the seller about.

Regardless of the time limit stated above, the buyer has the right to an extended warranty period if the horse has tested positive for use of anabolic steroids. Claims regarding the use of anabolic steroids apply provided that the buyer has had samples taken for analysis no later than the day the horse in question is sold at auction and that a written complaint regarding anabolic steroids has been received by Trottex within 60 days from the date of the auction.

After 60 days have elapsed from the date of the auction, no claims can be made against the seller for reversal of the purchase, or other claims due to defects, except in cases where the seller has acted fraudulently.

In any event, for the buyer of a trotter at Trottex's auction to be considered a consumer, a complaint must be made within three (3) years and two (2) months from the time the horse is received by the buyer.

If the horse is returned, the buyer will bear the cost of transporting the horse to the seller. Other costs incurred after the hammer falls, such as training fees and similar, are borne by the buyer until the horse is returned to the seller. Regardless of the reason for returning a horse or reversing and/or cancelling a purchase, Trottex is always entitled to charge full commission and brokerage, calculated on the sale price when the hammer fell at auction.

After a written complaint has been received in the correct time, the seller and buyer are jointly and severally responsible for paying Trottex commission and brokerage for the sold horse. The fact that buyers and sellers, in the event of a complaint due to a defect in a horse according to these terms, are jointly and severally liable to Trottex for payment of commission and brokerage does not detract from the buyer's or seller's right to claim against each other the amount paid back to Trottex if the other party is rightfully to bear the cost thereof.

Any dispute regarding the sold horse is conducted directly between the buyer and the seller. Buyers and sellers thus approve and accept that their counterparty is the seller and the buyer respectively and not Trottex. However, the fact that the seller and the buyer are each other's counterparties regarding the sold horse does not detract from Trottex's right to receive payment from the seller or buyer under these terms and conditions.

The buyer is aware that additions to the auction information can be submitted by the announcer or auctioneer as well as via notices in the auction hall or on the horse's box. Information provided in the specified manner is binding on buyers.

Catalogue information and veterinary certificates are only indicative for the purchaser and do not relieve the buyer of their duty of due diligence.

If a complaint/dispute is reported to Trottex as above, Trottex is entitled, at the buyer's request, to withhold the sale proceeds until both parties give their written consent thereto or the dispute has been settled by judgment. However, Trottex may first receive commission, brokerage and fees from the sale proceeds in accordance with these terms and conditions.

### **BUYER-SELLER RELATIONSHIP, SPECIAL CONDITIONS**

In the event that the seller reserves the right to future covering rights, this must be stated on the horse's page in the auction catalogue. It is the responsibility of the seller to check that it is stated in the auction catalogue that they reserve the right to future covering rights.

If the auction catalogue states that the seller reserves the right to a certain number of covering rights, the terms and conditions of the covering rights are as follows unless otherwise agreed by the seller and buyer.

The seller is entitled to use the sold stallion for the number of covers stated in the auction catalogue per annum and no additional payment shall be due to the buyer. This shall be calculated from the date of sale and continue throughout the stallion's lifetime or until it is castrated. The seller also has the right to transfer these rights to third parties without having to obtain the buyer's consent.

Upon resale of the stallion by the buyer, the buyer must undertake to preserve the seller's rights by ensuring the seller retains the number of covering rights that they are entitled to as per these terms and conditions. The buyer is also responsible for ensuring that the seller's rights are maintained following any resale.

In the event of a breach of the above provisions by the buyer, the buyer must pay a penalty to the seller for each covering that is lost due to the buyer's breach of contract. The penalty per lost cover shall be equal to whichever amount is highest out of 1) the current live foal fee for the transferred horse, 2) 1% of the final bid for the horse, or 3) SEK 5,000.

### **THE RELATIONSHIP BETWEEN TROTTEX AND THE SELLER**

The seller is responsible for all information provided for each horse.

A completed change of ownership form must be submitted to Trottex no later than one week before the auction.

The seller is responsible for ensuring that veterinary certificates, which are no more than seven days old at the start of the auction, are received by Trottex on the day before the first day of the auction.

The seller's rights to the purchase price according to this agreement are transferred to Trottex. Therefore, in the event of a dispute, the seller must request that payment be made to Trottex, and not to the seller.

If the seller or buyer notifies Trottex that there is a complaint or that there is a dispute regarding horses sold at the Auction, Trottex is entitled, at the buyer's request, to withhold the sale proceeds until both parties give their written consent thereto or the dispute has been settled by judgment. However, Trottex may first receive commission, brokerage and fees from the sale proceeds in accordance with these terms and conditions.

The seller is responsible to Trottex for ensuring that the horse is not released without proof of delivery having been obtained.

In the event that the seller agrees with the buyer on an extended payment period separate from these terms and conditions, Trottex may invoice the seller for all costs owed to Trottex, including, but not limited to, brokerage. In such case, the seller and the buyer are jointly and severally liable for all costs the buyer has towards Trottex. If an extended payment deadline outside these terms and conditions is reached between buyer and seller, the seller is responsible for invoicing and collecting the purchase price and other payment from the buyer.

The seller acknowledges that they understand that Trottex does not check ability to pay during the bidding

Copies of veterinary and X-ray certificates for a horse provided by the seller are published by Trottex on the internet, together with other information about the horse selected by Trottex, such as training status, breaking-in etc. Sellers are responsible for posting veterinary and X-ray certificates on the horse box. The seller must provide film and pictures of the auction horse, which are provided to and displayed on the website chosen by Trottex.

The seller approves 14 days of seller's credit to bidders and buyers. The seller bears the credit risk in this context, as well as in other cases where the seller extends credit. Settlement to the seller takes place 30 days after sale. In cases where samples have been taken regarding the use of anabolic steroids, a settlement period of 74 days after sale applies.

In the event of a seller's delay in payment, interest on overdue payment corresponding to the Riksbank's reference rate plus 16 percentage points from the due date of the invoice will be charged.

Title to the horse passes to the buyer when the hammer falls.

### **THE RELATIONSHIP BETWEEN TROTTEX AND THE BUYER**

Payment shall be made to Trottex as invoiced with 14 days' credit. In the event of a buyer's delay in payment, interest on overdue payment corresponding to the Riksbank's reference rate plus 16 percentage points from the due date of the invoice will be charged.

Title to the horse passes to the buyer when the hammer falls.

Horses sold at the Auction are insured for one (1) day through the insurance company that Trottex cooperates with, but the horse can be insured with another company during the day if desired. Regardless, Trottex has no obligation to keep sold horses insured. The buyer is required to keep the horse insured until payment in full has been made.

If the horse is not delivered in a timely manner and this delay is due to the buyer or any fact or circumstance related to the buyer, the risk of loss passes from the seller to the buyer once the seller has fulfilled their required obligations in order for the handover to take place. The buyer is aware that he or she will not be protected against the creditors of the seller until after the buyer has taken possession of the horse.

If the horse has not been paid for no later than 7 days after the due date stated on the invoice, Trottex is entitled to take the following measures on behalf of the seller: 1) Cancel the purchase. If the purchase is cancelled, the buyer is obliged to pay damages corresponding to 10% of the purchase price, but at least SEK 20,000, 2) Collect the claim with Trottex acting on behalf of the seller with the right to request full compensation from the buyer for all costs of collection, including the use of external legal counsel.

Trottex is not responsible for sellers in any way, such as, but not limited to: that messages have been received or information provided about horses. Any complaint and/or dispute regarding the purchase of horses must be made directly between the buyer and the seller. Trottex disclaims any responsibility, including liability for incorrect information, regarding horses offered for sale.

Trottex does not arrange for the transport of horses under these terms and conditions. Separate agreement can be made on transport to a horse hotel, subject to space and availability.

### **RIGHT OF REPOSSESSION AND DELIVERY OF SOLD HORSES**

The Seller reserves the right to repossess sold animals and any offspring they may have until payment in full has been made.

Trottex is entitled to repossess the horse on behalf of the seller in accordance with the preceding sentence in cases where the buyer has been granted credit and/or a certain payment period for the sold horse until the buyer has made full payment for the horse.

Trottex will not hand over sold horses until full payment for the horse and associated costs have been paid. This means that the buyer is not entitled to have a horse handed over until full payment for the purchase of the horse together with associated costs, such as brokerage fees, has been made to Trottex.

In the event that the buyer receives a credit period for payment, the horse may be handed over before payment has been made. If a credit period for payment has been granted and the horse has not been handed over or collected before the end of the credit period, Trottex has the right to refuse to release it until payment is made.

### **REGARDING MANDATORY LEGISLATION**

In the event that a buyer of trotters at Trottex auctions is to be considered to have acted as a consumer, the terms of mandatory consumer legislation are applied instead of these terms and conditions if and to the extent that the mandatory legislation imposes conditions that are more advantageous to the buyer than these terms and conditions.

In the event that a buyer of trotters at Trottex auctions is considered to have acted as a consumer and in the event of complaints where the parties fail to agree, a consumer resident in the EU has the opportunity to turn to the General Complaints Board, [www.am.se](http://www.am.se) or Box 174, 101 23 Stockholm. You can also use the European Commission's complaints platform, which is available on the European Commission's website.

### **FOREIGN BUYERS**

Foreign buyers who want horses to be exported abroad are responsible for the cost thereof and the export fee. The export fee must be paid to Svensk Travsport.

For foreign buyers who take the horse out of Sweden within one month from the auction date and who have announced in the secretariat on the last day of the auction that the horse is to be exported, the VAT will be refunded when the export certificate has been received by Trottex. Refund of VAT applies provided that the export certificate has been received by Trottex no later than 30 days after the auction date and provided that VAT-free export is permitted by applicable law and regulation.

### **PURCHASE AND SALE OF RACING RIGHTS**

The buyer of racing rights undertakes to have the mare undergo Swedish professional training unless otherwise agreed with the seller. After the end of the mare's racing career, but no later than after the five-year term, the mare must be returned to the seller for breeding purposes and thus end her racing career. However, if the mare is deemed to have excellent chances to continue racing after the end of the five-year term, the seller and the buyer may agree on continued racing activities, for example by the buyer continuing to lease the mare for racing purposes. The seller shall not be entitled to enter into a similar agreement with another party without the approval of the buyer. The mare is being sold as is and according to the auction terms and conditions specified for the Next Generation Sale. The buyer is required to keep the horse insured until payment in full has been made. If the seller chooses to continue to maintain life insurance on the mare, the buyer must be notified of this. The buyer has the right to insure the mare during her training and racing career. The buyer is prohibited from covering, transferring, exchanging, pledging or otherwise disposing of the mare during her racing career. The buyer shall bear the risk of loss of the mare, during the period from the hand-over until the mare is returned to the seller, and shall be responsible for all additional costs for the mare and for any damage the mare may cause the seller or third party.

### **MESSAGES TO TROTTEX**

Messages to Trottex are deemed to be received by Trottex (1) when Trottex, in the case of a message sent by email, has expressly acknowledged receipt of the message in question and (2) when a message sent by registered post is available for collection by Trottex.

In the case of messages sent according to the preceding sentence, the sender shall clearly indicate the type of message according to these general terms and conditions that is sent.

### **ADJUSTMENT OF TERMS AND CONDITIONS**

In the event that one or more of these terms and conditions are found to be inapplicable under current law, these terms and conditions shall not be deemed inapplicable in their entirety. In the event that one or more terms and conditions are not applicable under current law, the terms and condition(s) in question shall be amended.

### **CHOICE OF LAW AND FORUM**

In the relationship between Trottex on the one hand and participants in the Auction, buyers and sellers on the other hand, Swedish law shall apply. Swedish law shall also apply between buyers and sellers of horses. The International Sale of Goods Act does not apply. Disputes shall be settled by a Swedish court of general jurisdiction.

### **PROCESSING OF PERSONAL DATA – INFORMATION ACCORDING TO THE GENERAL DATA PROTECTION REGULATION (2016/679/EC)**

When conducting the auction and sale, ASVT's Trottex AB will process the personal data required to conduct the auction and abide by contracts that are entered into as a result of the auction and sale in accordance with Article 6, paragraph 1b of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

ASVT's Trottex AB will process personal data for the marketing of promotions, offers and new products or services. This processing is necessary for the legitimate interest of ASVT's Trottex AB to market itself directly under Article 6, paragraph 1f of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). This marketing may be done through advertisements, direct mail, email or by other means.

ASVT's Trottex AB will process personal data for the marketing of promotions, offers, and new products or services, provided the data subject has consented to this processing pursuant to Article 6 (1a) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). Data subjects are entitled to withdraw their consent at any time, without this affecting the legality of the processing based on their consent, before it was withdrawn. Consent for direct marketing may be revoked by notifying [trottex@asvt.se](mailto:trottex@asvt.se) of the revocation. Automated decisions can be made to send marketing to data subjects.

Personal data may be transferred amongst ASVT's Trottex AB and other companies belonging to the same group. As part of this type of transfer, personal data may possibly be transferred to third countries outside the EEA. In the case of transfers to a third country outside the EEA, there are determinations by the European Commission that the country in question has an adequate level of protection and/or that appropriate or suitable safeguards in the form of, inter alia, binding corporate rules and/or standard contractual clauses. A copy of the appropriate protective safeguards can be obtained by sending a request by e-mail to [trottex@asvt.se](mailto:trottex@asvt.se).

Personal data in accounts will be stored for seven (7) years in accordance with Chapter 7. Section 2 of the Accounting Act (1999:1078). The removal of personal data that is incorrect or not necessary for accounting takes place every other year.

The data subject whose personal data is processed by ASVT's Trottex AB has the right to request access to, or rectification or erasure of, personal data or the restriction of processing concerning the data subject, or to object to processing, as well as the right to data portability pursuant to Article 20 of Regulation (EU) of the European Parliament and of the Council 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (General Data Protection Regulation).

The data subject has the right to lodge a complaint with the Swedish Authority for Privacy Protection, which is the supervisory authority.

The provision of personal data is a necessary requirement when entering into an agreement pertaining to an auction or sale together with ASVT's Trottex AB. If personal data is not provided, ASVT's Trottex AB has the right to perform any task made more difficult by the fact that personal data is not provided and to refuse registration for an auction or sale.

ASVT's Trottex AB is the data controller. ASVT's Trottex AB's contact information is:

Email: [trottex@asvt.se](mailto:trottex@asvt.se)

Postal address: ASVT's Trottex AB, c/o Stockholms Travsällskap, Box 20501, 161 02 Bromma, Sweden

The contact details of the Data Protection Officer are:

Name: Johan Carljford

Email: [johan.carljford@asvt.se](mailto:johan.carljford@asvt.se)

Telephone: +46 (0)76-512 47 00