

GENERAL CONDITIONS SPORT HORSES HOLLAND AND SPORT HORSES INTERNATIONAL

Article 1. Definition of terms

- 1.1 Terms & Conditions: these Terms & Conditions, regardless of the form in which they are made known.
- 1.2 Sport Horses Holland: Sport Horses Holland, Chamber of Commerce no. 64999807 and Sport Horses International BV, Chamber of Commerce no. 68309473 located in Katwijk aan Zee.
- 1.3 Counterparty: the legal entity or natural person with whom Sport Horses Holland has concluded an Agreement for one or more of the following services/matters:
 - purchase mediation
 - sales mediation
- 1.4 Buyer: the legal entity or natural person, not being the Counterparty, who buys the horse.
- 1.5 Seller: the legal entity or natural person, not being the Counterparty, who sells the horse.
- 1.6 Horse: the horse that is sold or purchased through the mediation of Sport Horses Holland.
- 1.7 Abroad: any state or country that is outside the borders of the Kingdom of the Netherlands.
- 1.8 Fee: everything that a Counterparty owes Sport Horses Holland pursuant to an Agreement.

Article 2. General

- 2.1 These Terms & Conditions apply to all Agreements between Sport Horses Holland and the Counterparty, regardless of whether they have been made in writing, electronically, orally or in any other form.
- 2.2 If one of the provisions of these Terms & Conditions is void or is destroyed, the remaining provisions of these Terms & Conditions will continue to apply.
- 2.3 Once these Terms & Conditions have been applied to a legal relationship between Sport Horses Holland and the Counterparty, the Counterparty is deemed to have agreed in advance to the applicability of the Terms & Conditions to Agreements concluded and to be concluded subsequently.
- 2.4 Sport Horses Holland explicitly rejects the applicability of any Terms & Conditions of the Counterparty.

Article 3. Agreement

- 3.1 The Agreement qualifies as a mediation agreement within the meaning of Article 7:425 to 7:427 of the Dutch Civil Code.
- 3.2 The essence of a mediation assignment is to provide advice and conduct negotiations.
- 3.3 The purchase/sales mediation agreement is established by acceptance of the assignment by Sport Horses Holland or by Sport Horses Holland executing the assignment.
- 3.4 Any agreement concluded as a result of mediation by Sport Horses Holland between the Counterparty and a seller (in the case of purchase mediation) or a buyer (in the case of sales mediation) is expressly only concluded between these parties. Sport Horses Holland will never be regarded as a party to this agreement.
- 3.5 Sport Horses Holland is at all times entitled to refuse an assignment without this resulting in any right of the Counterparty to compensation by Sport Horses Holland. In the case such situation arises, Sport Horses Holland is not obliged to state its reasons for refusal.

Article 4. Role of Sport Horses Holland

- 4.1 Sport Horses Holland provides all services and always provides any advice to the best of its ability and in accordance with the requirements that can be imposed on a comparable professional. However, Sport Horses Holland is never obliged to guarantee a purchase or sale, nor to guarantee a match between the rider and horse or a certain level of competition.
- 4.2 Unless otherwise agreed, Sport Horses Holland may have the activities that are required for the execution of the assignment carried out by others under its responsibility.
- 4.3 Sport Horses Holland is not entitled to conclude agreements on behalf of the Counterparty, unless the latter has granted a written or electronic power of attorney that authorizes Sport Horses Holland to do so.

Article 5. Role of the Counterparty

- 5.1 The Counterparty will, insofar as this is reasonably necessary, cooperate in the execution of the Agreement.
- 5.2 The Counterparty is not permitted to engage in activities that do not relate to Sport Horses Holland and which may impede Sport Horses Holland in the fulfilment of its assignment or interfere with its activities.

Role of the Counterparty in sales mediation

- 5.3 The Counterparty (seller) provides information about the horse to be sold as comprehensively and truthfully as possible, such as, but not limited to, the complete known health history and any materials that supports the horse's health condition, such as radiographs and tests, sports performance, level, (stable) behaviour and the pedigree of the horse to be sold.
- 5.4 The Counterparty (seller) provides all cooperation that may reasonably be expected from the Counterparty in the context of the best possible presentation of the horse for sale to potential buyers, such as, but not limited to, neat toileting (including braiding) and maintaining the specified (competition) level.
- 5.5 The Counterparty (seller) provides all cooperation that may reasonably be expected from the Counterparty in the context of the veterinary inspection before purchase and transport.

Role of the Counterparty in purchase mediation

- 5.6 The Counterparty (buyer) provides as comprehensive as possible and truthful information regarding his riding level, experience with horses and all relevant information.
- 5.7 The Counterparty (buyer) has its own obligation to investigate. The Counterparty (buyer) will itself do everything necessary to ascertain the health, alleged sports performance, level, behaviour, stable behaviour and pedigree of the horse to be purchased.
- 5.8 If the Counterparty (buyer) test-rides a horse, then the Counterparty does this at its own risk. Riding with a cap, appropriate riding gear and footwear is mandatory.

Article 6. Transport

- 6.1 If, in the context of the execution of the Agreement, transport of a horse is to be arranged by Sport Horses Holland, unless otherwise expressly agreed in writing. The risk and costs of this transport will be borne by the Counterparty. The Counterparty is always the principal that instructs the horse to be transported, even if Sport Horses Holland arranges the transport on behalf of the Counterparty.

Article 7. Usage of purchase agreement

- 7.1 If the Counterparty sells or purchases a horse through Sport Horses Holland's mediation, Sport Horses Holland can draw up a purchase agreement and make it available to the other party at the request of the Counterparty. This agreement is drawn up with the best possible care on the basis of the information that Sport Horses Holland receives. However, Sport Horses Holland cannot guarantee the correctness of the information obtained and therefore cannot guarantee the correctness and completeness of the agreement. The content and use of the purchase agreement is and remains the responsibility of the Counterparty and is entirely at its own risk. Sport Horses Holland rejects any liability with regard to the content and legal consequences of the purchase agreement in advance. The Counterparty is always free to seek legal advice on its own initiative and to have the agreement checked or drafted by a lawyer.

Article 8. Veterinary inspection

- 8.1 When purchasing a horse through Sport Horses Holland, it is advisable to have the horse examined by a veterinarian. In this situation, the Buyer is always the assigner who instructs the veterinarian to inspect the horse, even if Sport Horses Holland requests the vet check on behalf of the Counterparty. The Buyer is responsible for the content of the vet check, the Buyer decides how and which parts of the horse he or she wishes to have inspected and by which veterinarian he or she wishes to have this vet check performed.
- 8.2 At the request of the Buyer, Sport Horses Holland can be present during the inspection. In this situation, Sport Horses Holland will, to the best of its ability, monitor the process and pass on any specific details directly to the Buyer. Sport Horses Holland cannot, however, offer any guarantees with regard to the execution of the examination by the veterinarian or the content of any resulting advice. Complaints about

the method of testing or the result of the examination must be made known directly to the relevant veterinarian by the Counterparty. Sport Horses Holland is no party in this.

- 8.3 If the Buyer cannot attend the inspection himself and Sport Horses Holland is present during the inspection at the request of the Buyer, it regularly happens that the inspecting veterinarian requests Sport Horses Holland to sign the inspection report. The signing of the inspection report by Sport Horses Holland can never lead to the responsibility or liability of Sport Horses Holland for the consequences and content of the inspection report.

Article 9. Test-riding by the Buyer

- 9.1 Sport Horses Holland can, at the request of the Counterparty, test-ride the horse and provide a brief report of this to the Counterparty. The Counterparty must realize that this is only a snapshot. The horse may behave differently at a different time, at a different location and with a different rider. Test-riding by Sport Horses Holland only aims to give Sport Horses Holland an impression of the performance of the horse whilst saddled, so that Sport Horses Holland is better able to advise the Counterparty on the purchase or sale of the horse. Sport Horses Holland does not accept any liability with regard to the suitability of the horse. Sport Horses Holland makes an effort to find or sell a suitable horse for the Counterparty, but offers no guarantee whatsoever for a 'match' between the Counterparty/Buyer and horse, nor that the horse will ultimately actually meet the expectations of the Counterparty/Buyer. The Counterparty/Buyer will always be offered the opportunity to try the horse out himself. If the Buyer fails to do so, then this is entirely at the risk of the Buyer.

Article 10. Insurance

- 10.1 Sport Horses Holland will under no circumstances take out insurance for the horse that is the subject of the Agreement, unless expressly agreed otherwise in writing.

Article 11. Fee and Payments

- 11.1 The Counterparty pays Sport Horses Holland a fee in accordance with the agreements made.
- 11.2 The agreed Fee and the additional costs are, unless explicitly agreed otherwise, exclusive of statutory sales tax (VAT).
- 11.3 Sport Horses Holland reserves the right to refuse payment in cash at any time for its own reasons.
- 11.4 If the Agreement states that the Fee can be paid afterwards, then the Counterparty is obliged to pay the amount due within fourteen days of the invoice date. After the expiry of this period, the Counterparty owes statutory interest and extrajudicial costs, whereby a part of a month is considered to be a whole month.
- 11.5 However, any claim of Sport Horses Holland is immediately due and payable, whereby Counterparty is immediately considered in default if;
- a. the Counterparty submits a request for suspension of payment or suspension of payment has been granted, its bankruptcy has been requested or it has been declared bankrupt or the Natural Persons Debt Restructuring Act has been declared applicable or he or she passes away;
 - b. the whole or part of the property/assets of the Counterparty are seized.
- 11.6 If an Agreement is concluded with two or multiple parties, then this will be done under joint and several liability. Each of the parties is thus liable for the full amount of the Fee.
- 11.7 The Counterparty may designate a third party for payment of the Fee, such as the selling party in the case of purchase mediation or the purchasing party in the case of sales mediation. Payment by the designated party has a liberating effect with regard to Sport Horses Holland. However, the Counterparty remains the legal counterparty of Sport Horses Holland and is responsible for the payment of the Fee when payment by the designated third party to Sport Horses Holland is not made.
- 11.8 If the parties have waived prior or direct payment and have not explicitly agreed a different time of payment in writing, a payment period of 14 days applies after Sport Horses Holland has sent an invoice to the Counterparty. After the expiry of this period, the Counterparty will owe statutory interest and extrajudicial costs, whereby part of a month will be regarded as a whole month.
- 11.9 If, after a written notice, the Counterparty fails to pay the amount due, Sport Horses Holland is entitled to increase this amount with the collection costs in accordance with Dutch Law on settling out-of-court collection costs.

Article 12. Limitation of liability

- 12.1 Complaints about services provided by Sport Horses Holland must be timely submitted by the Counterparty in writing to Sport Horses Holland. Failure to submit a complaint in time may result in the Counterparty losing its rights in this regard.
- 12.2 Sport Horses Holland limits its liability for damage suffered by the Counterparty as a result of an attributable failure to comply with the Agreement to 50% of the Fee payable by the Counterparty to Sport Horses Holland. Sport Horses Holland does not accept any liability with regard to damage:
- a. as a result of poor cooperation, information or materials from the Counterparty;
 - b. as a result of fraud detected afterwards and unknown to Sport Horses Holland with regard to the information relating to the horse that originates from third parties such as a seller, including data such as the previous owners, registration data and identity, health, alleged sports performance, level, the behaviour, stable behaviour and the pedigree;
 - c. as a result of the lack of a connection between the horse and the rider;
 - d. as a result of the use of the website of Sport Horses Holland by the Counterparty and/or the information that is published on this website.
- 12.3 Sport Horses Holland is not liable for theft or loss of items of the Counterparty or third parties associated with the horse, including but not limited to the inspection reports, passport, pedigree certificate, securities and horse tack, as well as goods of the Counterparty that Sport Horses Holland for whatever reason has in its possession.
- 12.4 Sport Horses Holland is never liable for indirect damage, including but not limited to consequential damage, lost profit or any damage arising from or related to the inability to fulfil within a certain period or the interruption of negotiations.
- 12.5 Insofar as non-compliance by the Counterparty with its contractual or legal obligations would result in the Counterparty being held liable towards third parties, the Counterparty undertakes to indemnify Sport Horses Holland against all consequences of this liability.
- 12.6 Sport Horses Holland draws up the content of its website and other social media with the utmost care. However, information on the website may originate from third parties. Sport Horses Holland accepts no liability for any inaccuracies in this information.

Article 13. Force majeure

- 13.1 Sport Horses Holland is not liable if the shortcoming is the result of force majeure such as illness of owner and/or staff.
- 13.2 In the case of force majeure, the delivery and other obligations of Sport Horses Holland are suspended. If the period in which fulfilment of its obligations by Sport Horses Holland is not possible due to force majeure lasts longer than three months, the parties are entitled to terminate the agreement without there being any obligation to pay compensation in that case.

Article 14. Privacy

- 14.1 Insofar as Sport Horses Holland is provided with personal data, it will process and store this data in accordance with the General Data Protection Regulation (GDPR). After completion of the Agreement, the Counterparty can always request the removal of its personal data from the files of Sport Horses Holland by sending a request to this effect to info@sporthorsesholland.com.

Article 15. Applicable law

- 15.1 All Agreements and/or other legal relationships between the Counterparty and Sport Horses Holland are exclusively subject to Dutch law. Disputes will be settled by the competent court in The Hague.

Article 16. Reference prices

- 16.1 Sport Horses Holland advises the Counterparty to the best of its ability with regard to the price that should be offered for the horse (in case of purchase mediation) or selling price (in case of sales mediation) - but these are only reference prices. Sport Horses Holland cannot guarantee that third parties will advise or offer a different (higher or lower) purchase or sale price.
- 16.2 In the event of a purchase, Sport Horses Holland cannot guarantee that sellers will accept a lower or higher price from a buyer other than the Counterparty.

Article 17. End of the mediation assignment

- 17.1 Unless otherwise agreed between the parties, the assignment is granted for an indefinite amount of time.
- 17.2 The mediation assignment can be terminated at any time, but ends in any case by:
- a. fulfilment of the assignment by Sport Horses Holland;
 - b. return of the assignment by Sport Horses Holland.
- 17.3 Sport Horses Holland has fulfilled its assignment as soon as the intended purchase agreement has been concluded between the parties concerned as a result of services provided by Sport Horses Holland. A purchase agreement exists if the purchase is recorded in a purchase agreement signed by both parties or at the time that the horse is delivered and paid for. Upon fulfilment of the assignment, the Counterparty will owe the Fee.
- 17.4 The withdrawal or return of the assignment must be made in writing or electronically.
- 17.5 If the Counterparty terminates the assignment prematurely, the Counterparty must reimburse the costs already incurred by Sport Horses Holland. In addition, Sport Horses Holland is entitled to a percentage of the Fee, taking into account the work already performed by Sport Horses Holland, the benefit that the Counterparty has received from it, and the reason why the assignment was terminated.
- 17.6 Sport Horses Holland can return the assignment to the Counterparty. Reasons for this may be:
- a. There is a conflict of interest with which not all of the parties involved agree;
 - b. Sport Holland has determined that the assignment is not feasible;
 - c. A serious disruption of the relationship between Sport Horses Holland and the Counterparty.
- 17.7 The Counterparty whose mediation assignment is terminated on the basis of the provisions of the previous paragraph does not owe Sport Horses Holland any compensation, with the exception of any costs incurred with third parties under the Agreement.
- 17.8 If a horse that is the subject of sales mediation has not yet been sold within the duration of the Agreement, the parties will evaluate after the Agreement whether they wish to extend the Agreement and, if so, under what conditions.
- 17.9 If an agreement that has been concluded is not executed, Sport Horses Holland retains the right to the full Fee, unless the Counterparty makes it plausible that the non-execution is the result of attributable failure (non-performance) of Sport Horses Holland.