

General Terms and Conditions (GTC) for Sellers

Participation in the Charity Auction on the occasion of EuroTier 2026

1. Scope

(1) These General Terms and Conditions ("**GTC**") apply to all contracts between the auction organizer

European Livestock Service GmbH & Co. KG / NN Auctioneering, Sonnenhof 1, 54668 Niederweis

– hereinafter referred to as the "**Organizer**" –

and the persons or companies offering items for auction – hereinafter referred to as the "**Seller**" –

within the framework of auctions conducted by the Organizer, which take place both online and on-site during **EuroTier 2026**, organized by DLG Markets GmbH.

(2) These GTC exclusively govern the legal relationship between the Organizer and the Seller. The legal relationship between Seller and Buyer is established directly between those parties.

(3) Deviating terms and conditions of the Seller shall not apply unless the Organizer expressly agrees to their validity in writing.

2. Conclusion of Contract / Participation

(1) The Seller may register one or more items for the auction.

(2) By **confirming participation and agreeing to these GTC**, the Seller submits a binding offer to participate in the auction.

(3) The contract between the Seller and the Organizer is concluded upon confirmation of participation by the Organizer.

(4) The Organizer is entitled to reject registered items without stating reasons.

3. Description of Auction Items

(1) The Seller is obliged to provide a complete and truthful description of the item offered for auction, including images and text.

(2) The Seller must specify

- the countries in which the item is offered for sale,
- the applicable shipping costs for each country,
- who bears the shipping costs (Seller or Buyer).

(3) The Seller particularly warrants that

- they are the owner of the item or otherwise authorized to sell it,
- the item is free of third-party rights unless explicitly stated,
- all information regarding condition, origin, and characteristics is accurate.

(4) The Seller indemnifies the Organizer against all third-party claims arising from incorrect or incomplete information.

4. Special Provisions for the Auction of Livestock

(1) Public-law requirements:

If live livestock is auctioned, the provisions of the Livestock Traffic Ordinance (ViehVerkV), the Animal Health Act (TierGesG), the EU Animal Health Regulation (Regulation (EU) 2016/429), and the Animal Welfare Act must be observed.

(2) Transport and animal welfare:

The Seller is responsible for organizing the transport of the livestock to and from the event location and must comply with the EU Animal Transport Regulation (Regulation (EC) No. 1/2005). DLG, in coordination with the service provider, is responsible for the appropriate housing of the animals on the exhibition grounds.

(3) Animal identification and documentation:

The Seller ensures that all livestock offered for auction is properly identified and that all required documents (especially animal passports, health certificates, HI-Tier notifications) are available. Verification of health certificates and transport documents is carried out by the Organizer in coordination with the competent veterinary authority.

5. Minimum Bid

(1) The Seller sets a **binding minimum** bid for each item offered.

(2) The minimum bid represents the amount the Seller is entitled to receive if the item is successfully sold.

(3) The Organizer is entitled to announce the minimum bid during the auction.

6. Conduct of the Auction

(1) The auction is organized and conducted by the Organizer. Bids may be submitted verbally on-site or online via the auction system provided by the Organizer.

(2) The Organizer decides at its own discretion on

- the timing of the auction,
- the presentation of the item,

- the bidding process,
- the awarding of the bid.

(3) The bid is awarded to the highest bidder. Upon the award, the purchase contract is concluded directly between Seller and Buyer.

(4) The Organizer acts as intermediary and facilitator of the auction.

7. Payment Processing

(1) After the award, the Organizer issues an invoice to the Buyer. The purchase price is paid by the Buyer to the Organizer. The purchase price consists of the hammer price, a 5% auction fee, and statutory VAT. The invoice amount must be paid by the Buyer to the Organizer within 7 calendar days.

(2) The Organizer receives the payment **on behalf of and for the account of the Seller.**

(3) After payment is received, the Seller issues an invoice to the Organizer for the achieved sale price.

(4) The Organizer pays the sale price to the Seller once the Buyer has fully paid the purchase price.

(5) Any amount exceeding the minimum bid is handled in accordance with § 8.

8. Donation Regulation

(1) If the purchase price achieved in the auction exceeds the minimum bid set by the Seller, the Seller undertakes to donate the excess amount to a charitable organization designated by the Organizer.

(2) The donation **is made by the Seller in their own name and at their own expense.**

(3) Any tax benefits arising from the donation accrue solely to the Seller.

9. Delivery / Handover of the Auction Item

(1) The Seller undertakes to ship the auctioned item to the Buyer immediately after the purchase contract is concluded.

(2) Details regarding handover or shipping may be agreed individually between Seller and Buyer.

10. Liability of the Organizer

(1) The Organizer is fully liable for damages resulting from

- injury to life, body, or health,
- intentional or grossly negligent breaches of duty.

(2) In the event of slightly negligent breaches of essential contractual obligations, the Organizer is liable only for foreseeable, contract-typical damage.

(3) Otherwise, liability is excluded.

11. Withdrawal / Exclusion of Items

The Organizer is entitled to exclude items before or during the auction if:

- there are doubts about the Seller's authorization,
- legal risks exist, or
- the information provided about the item appears incorrect.

12. Data Protection

The processing of personal data is carried out in accordance with applicable data protection laws and the Organizer's separate privacy policy.

13. Recordings and Media Rights

The auction may be recorded and streamed. By participating, participants grant the Organizer simple usage rights to image, video, and audio recordings created during the event, exclusively for documentation and reporting purposes.

14. Final Provisions

(1) The law of the Federal Republic of Germany applies.

(2) If the Seller is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction is the registered office of the Organizer.

(3) Should individual provisions of these GTC be wholly or partially invalid, the validity of the remaining provisions shall remain unaffected.