

# PURCHASE CONFIRMATION FORM

## **SELLER**

The undersigned / Company in the person of \_\_\_\_\_

Declares to be the **sole owner** of the horse:

Name \_\_\_\_\_ Breed \_\_\_\_\_

Document No. \_\_\_\_\_ Issued by \_\_\_\_\_

against payment of € \_\_\_\_\_ (net after taxes if due) and of an advance of € \_\_\_\_\_

transfers the ownership of the above-mentioned horse to Mr/Ms \_\_\_\_\_

pays *Equestrian Service S.r.l.* auction fees corresponding to 3% of the sale price,  
i.e. € \_\_\_\_\_ + VAT in cash / by bank cheque (*cross out where not applicable*);

declares that he has read the Auction Regulations, in particular art. 4, 5, 5bis; 6, 7, 8, 9, 10, 11 and 12 (as reproduced on the back) and further declares<sup>1</sup> that:  
the horse is free of defects / presents the following defects (*cross out where not applicable*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **BUYER**

The undersigned / Company in the person of \_\_\_\_\_

confirms the purchase (lot no./ Name of horse) \_\_\_\_\_

at the auction of **24 September 2006** for the price of € \_\_\_\_\_ (net after taxes if due)

**declares to have read the Auction Regulations, in particular art. 4, 5, 5bis, 6, 7, 8, 9, 10, 11 and 12 (as reproduced on the back);**

pays *Equestrian Service S.r.l.* auction fees corresponding to 5% of the sale price,  
i.e. € \_\_\_\_\_ + VAT in cash / by bank cheque (*cross out where not applicable*);

pays the seller an advance of € \_\_\_\_\_ in cash / by bank cheque (*cross out where not applicable*);

he undertakes to pay the residual price within \_\_\_\_\_ days from today.

Rocca di Papa (Rome) on \_\_\_\_\_

Seller Signature

Buyer Signature

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> Art. 1490 and subsequent Civil Code.

# From ES Auction Regulations

## Article 4 – SELLER’S GUARANTEES

Except where especially indicated, the horses will be sold at the Auction without any guarantee, in their present conditions as they are “*seen and liked*”. Seller is required by law to declare the possible presence of defects (wind sucking and crib biting, weaver – transfer of weight from one forelimb to the other alternatively –, box walking and periodic ophthalmia) in the documentation attached to the Registration Form (**Enclosure “A”**). In case of claims ES can supply copy of the documentation received and film footage of the Auction.

ES has no responsibility after the sale: the seller is the sole and exclusive party responsible towards the buyers. In particular, ES is not obliged to be aware of and cannot be held responsible for any possible defects in the horses taking part in the Auction. Therefore, any claim against defects will have to be addressed directly to the seller. Should the sale become null and void in no way can the Organization, ES and/or the Auctioneer be held responsible. Finally, ES is not responsible for any non-fulfilment on the part of the buyer.

ES advises the buyers to carefully examine the horses before purchase, and to ask the seller, where necessary, to carry out veterinary tests at their own expenses. For which the services of veterinarians will be available at the venue, to be paid directly by the party requesting. The seller can deposit all the veterinary documentation with the ES Secretariat, which may be consulted by any interested buyer.

## Article 5 – PRESENTATION OF HORSES

Horses will be presented in the Auction ring by their respective sellers led by the head collar or, if necessary, in any other way considered proper and safe without any harness. The order of presentation will be allotted day by day, according to the year of birth and then by alphabetical order. Horses not adequately cleaned and groomed may be excluded from the presentation at the unappealable judgement of the Organization.

## Article 5-bis – PREVIEW OF HORSES

During the Auction days veterinary services will be available for the verification of identity, for certification control and assistance. Those who wish to take part in the Auction are in any case invited to examine personally or through their technicians the horses for which they intend to bid.

## Article 6 – RESPONSIBILITIES

In accordance with the present Regulations “*the person in charge*” of the horse is considered to be the one who has its custody (seller, buyer, authorized delegate).

Until the Purchase Confirmation Form (**Enclosure “C”**) is not signed the responsibilities related to the horse’s custody are upon the seller and from the signature onwards are transferred to the buyer. Neither the Organization nor ES can be held responsible for injuries to the horse and for harm, accidents or diseases caused to third parties before, during and after the event. The entire preparation and presentation of the horses will take place under the supervision of the seller.

## Article 7 – MODE OF PAYMENT

The sale is considered to have been closed with the final drop of the hammer; right after that the parties will have to fill in and undersign the **Purchase Confirmation Form (Enclosure “C”)** at the Auction Secretaries’ desk, then go to the Secretariat to carry out the remaining formalities towards ES and the seller, including the fiscal ones.

The Organization reserves the right to shoot a video and/or photograph the parties in the act of signing the Purchase Confirmation Form. Advance on the sale price should be paid within an hour after the end of the Auction directly to the seller, by cash or bank cheque at the ES Secretariat, along with the auction fees (article 9) to be paid in the same way. The parties may then freely and mutually decide the mode of payment for the residual amount.

## Article 8 – MINIMUM SELLING PRICE

The seller is required to indicate in the Auction Registration Form (**Enclosure “A”**) a minimum selling price not to be modified later. The Organization has the right not to accept incomplete applications and in particular lacking indication of the above-mentioned price. Where such price is not reached the horse will be declared withdrawn. In this case the seller will owe nothing to ES or the Organization.

## Article 9 – AUCTION FEES

### Chargeable to the seller:

In case of regular sale an auction fees of 3% + VAT of the selling price will be due.

In case of buy-back on the part of the seller an auction fees of 2% + VAT of the selling price will be due.

### Chargeable to the buyer:

In case of regular sale an auction fees of 5% + VAT of the selling price will be due.

Any later disagreement between the parties will not invalidate ES and the Organization’s right to the auction fee implied automatically with the signing of the Purchase Confirmation Form (**Enclosure “C”**) and it may be legally prosecuted under domestic law.

## Article 10 – FISCAL REGIME

The horses will be sold with or without VAT according to the fiscal regime indicated by the seller in **Enclosure “A”**. **The selling price is considered VAT excluded, which is to be added later.** All buyers are therefore advised to inform themselves beforehand about the fiscal regime applicable to the horse which they are interested in.

## Article 11 – EXIT COUPON

No horse sold or unsold must leave the venue without a regular exit coupon issued by ES Auction Secretariat. The buyer should come to the ES Secretariat at the end of the Auction in order to make the payment and to withdraw the written and signed authorization to exit.

## Article 12 – DISPUTES

The Court of Rome shall have the sole jurisdiction over any dispute.

*This English version of the Regulations has been drawn up for the convenience of foreign buyers only, and it is not binding in any way. The Italian version shall at all times prevail.*