

AUCTION TERMS FOR SWEDEN INTERNATIONAL YEARLING SALES LIVE AND ONLINE AUCTION

1. General

1.1 Sweden International Yearling Sale AB ("Yearling Sale"), org. no. 559048–7970, provides hybrid auctions for horses and stallion parts where bids can be placed both live on the auction site and on its website www.yearlingsale.se which is an electronic marketplace via the internet. These auction terms (the "Terms") apply as standard terms for buyers and sellers participating in an auction organized by the Yearling Sale.

1.2 In these terms and conditions, the Seller refers to the owner, or representative of the owner, of the horse to be sold at auction. Buyer in these terms refers to the person who acquires a horse at auction or on his own behalf.

1.3 In addition to what follows from mandatory legislation, these terms shall exhaustively regulate what applies between Yearling Sale, Buyer and Seller.

2 Party relations etc

2.1 Yearling Sale mediates the transfer of a horse from the Seller to the Buyer and is to be regarded as a mediator of the purchase. The party relationship thus only exists between the Seller and the Buyer.

2.2 Yearling Sale is not responsible for any information provided by the Seller or the Buyer, such as, but not limited to, personal information, information provided about horses, etc.

2.3 It is the Seller's and Buyer's responsibility to complete the purchase by making a payment, handing over a horse, etc. in accordance with these terms.

2.4 Any complaint of purchase is made directly from the Buyer to the Seller. The Buyer thus accepts that any claims in connection with the purchase shall be made against the Seller and not against Yearling Sale.

2.5 Any dispute in connection with a purchase is conducted directly between the Seller and the Buyer.

2.6 Yearling Sale is not responsible for damage to horses in connection with the auction, including, but not limited to, infectious disease or reaction to sedatives. Claims due to damage caused by another horse must be directed at the person responsible for the horse that caused the damage.

2.7 Yearling Sale disclaims all responsibility for any errors that occur on the horse during the time the horse stays in the spaces used for the auction.

2.8 Yearling Sale is not liable for damage, either directly or indirectly, in the event that the auction, regardless of reason, can not be carried out.

3 The relationship between the Yearling Sale and the Seller

3.1 Registration of a horse for auction must be submitted to the Yearling Sale no later than 10 June 2026. Subsequent registration is only possible if there is space.

3.2 Yearling Sale reserves the right to inspect and select among registered horses.

3.3 The registration fee is SEK 7,000 and will be invoiced in June 2026. Sales commission of 5% on the sales amount up to SEK 200,000 is added. The registration fee for any late registration is SEK 10,000. The recall commission is 5% of the recall amount.

3.4 For a horse that is withdrawn after 10 June 2026, a fee of SEK 2,000 will be charged; after 1 August 2026, a fee of SEK 10,000 will be charged; and after 20 September 2026, a withdrawal fee of SEK 20,000 will be charged, in addition to the entry fee.

3.5 Absence of horse due to acute or contagious disease that can be proven with a veterinary certificate approved by the Yearling Sale, no withdrawal fee will be charged. Please note that the registration fee is non-refundable.

3.6 If a horse is absent, the registration fee will only be refunded in cases where the horse has died. If a horse has to be withdrawn at the auction site, the auction manager in the secretariat must be contacted. If the horse leaves without the consent of the auction manager, the registration fee will not be refunded.

3.7 In the event of late payment of the registration fee, the Seller's horse may be withdrawn and the place offered to another Seller.

3.8 The Seller is responsible for the information that the Seller provides about the horse and is solely responsible for any errors or deficiencies in the horse.

3.9 The completed form of change of ownership must be submitted by the Seller to Yearling Sale no later than two weeks before the auction.

3.10 The seller is responsible for ensuring that a veterinary certificate / inspection protocol and other documents are available on Yearling Sale's website and submitted in original and copy to Yearling Sale's sales office on the auction day in accordance with section 5.3 below.

3.11 Yearling Sale reserves the right to refuse a horse to participate in the auction if the horse shows symptoms of illness, is not manageable or is in poor condition.

3.12 The Seller is responsible to the Yearling Sale for ensuring that the horse is not handed over to the Buyer without proof of delivery being presented by the Buyer. Proof of delivery is obtained from the secretariat.

3.13 The Seller understands that Yearling Sale does not check the bidders' identity and ability to pay when bidding. Yearling Sale is not responsible for whether the bidder deviates from the bidding or otherwise does not fulfill his payment responsibility before the purchase agreement has been reached.

3.14 In the event that a Seller, due to a dispute arising over a bid submitted, would consider that the Yearling Sale is liable to pay compensation to the Seller, the Seller shall submit a written complaint to the Yearling Sale as soon as possible during the auction day. The effect of late / no complaints is that the Seller loses the right to claim Yearling Sale for compensation or use other breaches of contract.

3.15 The Seller approves the credit period that the Yearling Sale may grant in accordance with section 7.2 below. Example: a Buyer who has not been assessed as creditworthy by the Yearling Sale must pay for the horse in connection with the delivery. If the Buyer is deemed creditworthy, the Seller's claim for payment falls due after 10 or 30 days, depending on the credit granted by

Yearling Sale in the individual case. The credit risk in this part, as well as when the Seller otherwise provides credit, is borne by the Seller.

3.16 In the event that the Seller agrees with the Buyer on an extended payment deadline outside these terms, Yearling Sale will invoice the Seller for the Buyer's all costs to the Yearling Sale such as, but not limited to: purchase commission and costs for transport to and accommodation at horse hotels in connection with the auction. The seller is then also responsible for invoicing and collecting payment, etc. from the Buyer.

3.17 Yearling Sale reserves the right to design the auction presentation.

3.18 Settlement of the proceeds to the Seller takes place 35 days after the sale, provided that the horse has been paid.

4 The relationship between the Seller and the Buyer

4.1 The Seller is responsible for the information that the Seller provides about horses.

4.2 Any complaint of purchase is made directly from the Buyer to the Seller. The Buyer thus accepts that any claims in connection with the purchase should be directed at the Seller and not Yearling Sale.

4.3 The buyer can only make a valid error which means that the horse at the time of the auction was encumbered with a hidden defect that may affect the horse's usability as a trotting horse. In order to retain the right to claim a hidden defect, the Buyer must within 30 days from the auction have in writing complained about the defect to the Seller and with the complaint attached a certificate from a veterinary inspection or X-ray showing the defect.

4.4 Regardless of the above complaint period, the Buyer is entitled to an extended complaint period if the horse has tested positive for the use of anabolic steroids. This is provided that the Buyer has had a sample taken for analysis no later than the auction day and complained in writing to the Seller within 60 days of the auction. After this, no claim can be made on the Seller for return of purchase, or other claims due to errors, except in cases where the Seller has acted fraudulently.

4.5 If the horse is returned, the transport to the Seller is paid for by the Buyer. Other costs incurred after the auction, such as training fees and the like, are paid until the return of the horse by the Buyer.

4.6 If the Buyer complains of errors to the Seller while Yearling Sale is holding the payment, the Yearling Sale may, at the Buyer's request, repay the payment to the Buyer.

4.7 The seller reserves the right to take back the sold horse and any offspring thereof until full payment has been made. This right of return is transferred to Yearling Sale who has provided credit, until the Buyer has paid full payment. The horse is not handed over until full payment has been made or an agreement on credit has been reached.

4.8 The seller may reserve the right to five (5) free lifetime coverings for the horse sold. If so, it says on each horse's catalog page. This is provided that the horse is valued for breeding and approved by Swedish Trotting or an equivalent association and that the horse is fertile. Should the horse not have sufficient fertility to cope with a full book or a limited book, the number of coverings is calculated as a percentage. Any costs such as, but not limited to, freezing of semen and transport may be added. These costs are paid by the Seller.

4.9 Any dispute in connection with a purchase is conducted directly between the Buyer and the Seller.

5 The condition of the horses, etc.

5.1 Horse is sold in existing condition. It is the Buyer's responsibility to inspect the horse.

5.2 The Buyer's duty of inspection shall apply in full regardless of whether the Buyer has personally examined the horse.

5.3 For all horses, on the day of the auction, an independent veterinary certificate/inspection protocol not older than seven (7) days must be submitted in original. An X-ray certificate¹ must also be submitted in original. The certificates must be typed. Horse passports must accompany the horse on the auction day. When selling pregnant mares, the pregnancy must also be confirmed by a certificate not older than seven (7) days, submitted in original and copy by email. The originals shall be submitted to the Yearling Sale's secretariat. Copies shall be uploaded on Yearling Sale's website. If the documents are not available on the website, Yearling Sale must be contacted so that prospective buyers may obtain copies.

5.4 Veterinary certificate / inspection protocol is only indicative for the Buyer and does not release the Buyer from its duty to inspect. The seller or his representative can answer questions about the horse.

5.5 The buyer is aware that additions to the auction information can be submitted by the speaker as well as via notices in the auction hall or on the horse's box door and on Yearling Sale's website in the online catalog. Information in this way is valid towards the Buyer.

5.6 The horse shall be primarily vaccinated (A, B and C) against A2 influenza. In accordance with the rules of Svensk Travsport, a minimum of vaccinations A and B shall have been completed. The horse shall also be vaccinated against tetanus. All vaccinations shall be recorded in the horse passport.

5.7 A horse may undergo an ocular inspection on the day of the auction by the veterinarian on duty.

5.8 Yearling Sale cannot be held responsible for any printing errors in the catalog and / or incorrect information or function on its website or online catalog.

6 Bidding etc.

6.1 Yearling Sale determines the date and time when the auction takes place. The auction closes on the date and at the time described on the Yearling Sales website before the auction.

6.2 Bidding takes place in Swedish kronor SEK. The asking prices are stated in Swedish kronor SEK.

6.3 The lowest bid that is accepted is SEK 30,000.

6.4 Sales take place in catalog number order.

¹ Fetlocks both at the front (dorsally-proximal P1), outer and inner corner supports in the back fetlocks both posteriorly (lateroplantar and medioplantar P1), tibial middle ridge (TIR) and inner (medial) malleolus in the hock joint both posteriorly. We also recommend that you x-ray the stifle joints.

6.5 Yearling Sale decides the amount by which an increase in a bid must be made in order for a new bid to be considered to exist.

6.6 Every potential Buyer registers for an account on the Yearling Sales website with Bank ID. The person who is logged in via this account (the bidder) and who places a bid, bids on his own behalf and is bound by his bid until another bid has been accepted. To participate in the bidding, registration for the account must have taken place no later than two hours before the start time of the auction. Foreign Buyers can, instead of using a Bank ID, register by submitting a copy of the passport.

6.7 Only traders may participate in an auction as a Buyer. Consumer may only participate in auction as Seller. The Consumer Purchase Act (1990: 932) and the Act (2005: 59) on distance contracts and contracts outside business premises shall thus not be applied.

6.8 The bidder is bound by the bid submitted until another bidder bids higher.

6.9 The Buyer becomes the bidder who has placed the highest bid when the auction closes. Should two bids be received at the same time, live bids in the auction hall will take precedence.

6.10 If the bidder is given the winning bid via the auction server, that bidder shall make payment in accordance with point 7 below.

6.11 Yearling Sale has the right to plan and carry out the auction in the way it deems most appropriate. This includes a right for Yearling Sale to make adjustments in the planned layout, program and participating horses, etc. Major changes will be presented on Yearling Sale's website for the current auction.

6.12 Should a dispute arise regarding a bid submitted or the Buyer not being approved, a valid purchase has not taken place, and after Yearling Sale's decision, the horse can be offered again. The same applies in the event of a technical problem or if Yearling Sales staff has made a mistake of any kind.

6.13 Following the decision of Yearling Sales, the auction can be moved due to force majeure such as war, strike, infectious disease, natural disaster or other event (eg technical failure) beyond the control of Yearling Sales. If a new auction cannot be held within two months after the set time, these Terms will cease to apply between the parties. Yearling Sales is not liable for damage, either directly or indirectly, if the auction is canceled or moved.

7 Payment etc.

7.1 Payment for horse shall be made by the Buyer to Yearling Sale which arranges the payment to the Seller. Purchase commission of 5% of the sales amount is invoiced to the Buyer.

7.2 Payment for the horse shall be made by the Buyer to Yearling Sale making payment as follows:

1) By credit granted by Yearling Sale. An application for credit must be made no later than two hours before the first call for the Yearling Sale to be able to grant credit before the start of the auction. Please note that 16 percent annual interest is charged on credit longer than 10 days. A maximum of 30 days credit can be granted.

2) Via Swish. The buyer should contact his bank to raise the transfer limit before the auction.

3) Auction account. Before the auction day, the buyer can deposit money in Yearling Sale's auction account / client account. In the event that no purchase is made or the entire amount is not used, the amount will be refunded as soon as possible. Contact info@yearlingsale.se for bank details and more info.

7.3 In the event that Yearling Sale does not grant the Buyer credit, the Seller is free to grant the Buyer credit for a maximum of 10 days. This is provided that the horse is housed in a horse hotel provided by Yearling Sale until the Buyer has paid, unless the Seller approves immediate delivery of the horse. However, this is done at the Seller's own risk. Installation takes place at the Buyer's expense. Please note that Yearling Sale does not accept cash as payment on the auction day. When buying on credit, insurance must be taken out. It is the Buyer's responsibility to keep the horse insured until full payment has been made.

7.4 If the Buyer who has signed a purchase agreement does not pay full payment no later than the day after the auction, and does not sign a debt bond approved by Yearling Sale before that, the Buyer is obliged to pay damages to Yearling Sale corresponding to 10% of the payment, but always at least SEK 20,000. Interest on arrears of 16% is calculated from the day after the auction.

7.5 In the event of credit and if the horse has not been paid within 7 days after the agreed payment date, Yearling Sale is entitled on behalf of the Seller to take the following measures:

1) Cancel the purchase. If the purchase is canceled, the Buyer is obliged to pay to the Yearling Sale damages corresponding to 10% of the payment, however at least SEK 20,000.

2) Through a collection agency collect a claim on behalf of the Seller, including the right to request full compensation from the Buyer for the costs of collection.

7.6 Yearling Sale is also entitled in the event of non-payment to receive a commission in accordance with items 3.3 and 7.1 above.

8 Transfer of risk, delivery, etc.

8.1 The Seller is responsible for the horse until the delivery, after which the responsibility for the horse passes to the Buyer. Delivery is considered to have taken place when a delivery certificate has been prepared by the Yearling Sale for delivery to the Buyer (see section 3.12 above). If the horse is not delivered on time and it is due to the Buyer or some relationship on his part, the risk passes to the Buyer when the Seller has done what arrived at the Seller so that delivery can take place.

8.2 The buyer can pick up the horse after the end of the auction by presenting proof of delivery. If the Buyer makes payment immediately or has an approved credit, the Buyer can choose to pick up the horse immediately after the auction. The Buyer must notify the Yearling Sale within 30 minutes of the auction won, in the event that the horse can otherwise be transported to a horse hotel at the Buyer's expense.

8.3 Yearling Sale has, after the auction has ended, the right to give the horse sedatives in cases where Yearling Sale deems this necessary.

9 Foreign buyers

9.1 Export fee of SEK 1,500 will be added for foreign Buyers who choose to export the horse. The export fee is paid to Svensk Travsport, the Swedish Trotting Association. For foreign Buyers who

export the horse within one month from the auction date and who have notified the secretariat that the horse is to be exported, VAT is refunded when the export certificate is received by the Yearling Sale, provided that the export certificate arrives no later than 30 days after the auction date and provided the law allows VAT-free export.

10 Purchase and sale of competition rights

10.1 The buyer of competition rights undertakes to have the mare in Swedish professional training if nothing else has been agreed with the Seller. After the mare's completed competition career, but no later than after the five-year season, the mare must return to the Seller for breeding purposes and thus end her competition career. If the mare is judged to continue to have very good competition conditions after the end of the five-year season, the Seller and the Buyer may, however, agree on continued competition activities, for example by the Buyer continuing to lease the mare for competition purposes. The Seller is not entitled to enter into a corresponding agreement with another party unless the Buyer approves this. The mare is sold in existing condition and according to these Terms. It is the Buyer's responsibility to keep the horse insured until full payment has been made. If the Seller chooses to continue to keep the mare life insured, this must be notified to the Buyer. The Buyer has the right to supplement the mare for his own part and at his own expense during the training and competition career. The Buyer is prohibited from covering, transferring, exchanging, pledging or otherwise disposing of the mare during the competition career. The Buyer shall bear the risk for the mare, during the period from the hammer fall until the mare is returned to the Seller, and shall be responsible for all costs incurred for the mare and for any damage the mare may cause to the Seller or third parties.

11 Purchase and sale of a share in a stallion

11.1 The seller registers his stallion share after approval of each stallion's syndicate. Note that different agreements apply to different stallions and syndicates. The seller submits SYNDICATE AGREEMENT and any BILL OF SALE, ASSIGNMENT OF INTEREST or similar documents. The registration fee for the sale of a stallion share is SEK 2,000 and 5% of the sales' price. The withdrawal fee is SEK 2,000, the recall commission is 5%.

11.2 The buyer signs the auction agreement in the secretariat and then receives SYNDICATE AGREEMENT and possibly BILL OF SALE from the stallion's syndicate manager. Call-in brokerage of 5% will be added

12 Auction race

12.1 All warm-blooded trotting horses that have been included in Yearling Sale's auction catalogs as one-year-olds and who have paid all the fees no later than 30/11 of the sales year are eligible to start in Yearling Sales' auction races.

12.2 Auction races will be arranged in Åby and/or Solvalla. For two-year-olds there is one race for mares, stallions and geldings. For the three-year-olds there are separate classes for mares and stallion/gelding. In the event of over-registration for the races, Yearling Sale and Solvalla/Åby may decide to split the race and the prize money as well. Only one division can take place, in case of over-registration despite division, the selection takes place according to Svensk Travsport's (Swedish Trotting Association's) rules. If the races are not full, Yearling Sale and Solvalla/Åby reserve the right to merge the open class and the class for mares into one race. Other conditions for auction races are stated in the conditions for the races.

12.3 In addition to the registration fee stated in section 3.3 above, SEK 2,000 will be invoiced for the auction to the seller and SEK 1,500 to the buyer in addition to his purchase commission in section 7.1.

13 VAT

13.1 All amounts and prices are stated excluding VAT. VAT is added to the amounts.

14 Governing law and jurisdiction

14.1 Swedish law shall be applied both in the relationship between Yearling Sale and Seller and Buyer and between Seller and Buyer. The Act (1987: 822) on international purchases shall not be applied. Any disputes shall be decided by a Swedish general court.