

## PURCHASE AGREEMENT HORSE

### THE UNDERSIGNED:

1. Mr./Mrs. ...., hereafter to be referred to as the "seller"

(Clearly state the full name and address of the selling party, and in case of a company mention the company's registration number as well)

2. Mr./Mrs. ...., hereafter to be referred to as the "buyer"

### TAKING INTO ACCOUNT THAT:

- The Seller(s) is/are the sole owners

(It is not always necessary for the seller to be the owner of the horse, but also a non-owner may qualify as seller of the horse. In the case of sales through intermediaries it is wise to mention the applicable construction to forego possible misconstructions) of the horse ..... (Name), ..... (Date of Birth), ..... (UELN Registration number);

- The horse is sired by .....
- The horse possesses a chip number .....

(It is not necessary to mention the horses breeding as well as its chipnumber, yet mentioning it helps in specifying the horse sold as detailed as possible)

- The seller agrees to sell to buyer and buyer agrees to buy from seller abovementioned horse under the terms and conditions further set forth in this agreement.

HEREBY DECLARE TO HAVE AGREED UPON THE FOLLOWING:

1. Seller declares to have sold to buyer and buyer declares to have purchased on the ..... the horse ....., hereafter to be referred to as "the horse", for the amount of ..... EUR

2. Buyer acknowledges to be aware that .....  
(The seller has a duty to disclose all information concerning horse's characteristics which may be relevant to the potential buyer's decision to purchase the horse. Keeping a written record of all representations made by either seller or buyer therefore helps to clarify the agreement and avoid future misconceptions and legal discussions concerning its content. Representations concerning horse's characteristics may include stable vices or other veterinary and behavioural abnormalities of the horse etc.)

3. Buyer has taken note of the following documents: .....  
.....

(This may include the horse's passport, studbook papers and possibly previous veterinary reports)

4. The under point 3 mentioned documents shall be handed over by the seller to the buyer upon delivery of the horse to the buyer.

5. The Buyer shall have the horse examined by a veterinarian at his own expense or expressly refrain from having a pre-purchase veterinary examination of the horse. The buyer is entitled to appoint a veterinarian himself provided such veterinarian is established within a 40 kilometre radius from where the horse is stabled, and the examination takes place at least one week before the delivery of the horse.

(One should be aware that there is no legal requirement to have the horse examined prior to its purchase. It is therefore up to the parties to decide whether, when and how they would like to have a veterinary pre-purchase examination taken place)

6. Should a veterinary examination of the horse lead to the detection of unacceptable physical defects or other abnormalities, this agreement shall be dissolved. The buyer shall not be obliged to purchase the horse.

(Once entered into a sale agreement parties are bound by the terms and conditions of such agreement even before a pre-purchase examination has taken place. A negative result may however provide a proper ground for the dissolution of such agreement)

7. Buyer is ought to ensure that the purchase price of ..... is paid to following bank account ....., before physical delivery of the horse takes place.

(Again parties are free to decide on how payment is conducted and may choose payment via *inter alia* cash, trade or another construction)

8. In the event that delivery does not take place on the ....., due to circumstances that could not have been foreseen by the seller, delivery shall take place once such circumstance has ceased to exist but not later than 2 months after the conclusion (signing) of the purchase agreement.

(Again, parties are free to deviate from the above when setting up a purchase agreement)

9. In the event that the seller is not able to deliver the horse due to the horse's unfitness and/or incapacity, and the latter lasts more than 2 months after the conclusion of the contract, the purchase agreement shall be dissolved. Seller shall be excluded from all liability in relation to damage suffered or to be suffered by the buyer as a result of non-delivery of the horse nor shall buyer be entitled to require performance of the seller.

10. Buyer declares to have accepted the horse in the condition it is in at the time of delivery. Seller provides not guarantees as to the horses development as a sport horse.

Or

(10) Seller declares the horse to be suitable for the particular purpose for which it is purchased by the buyer, namely .....

(Again abovementioned provision may be adjusted in either favour of the buyer or seller but initially aims to protect both parties. As a rule, a horse sold has to comply with the agreement i.e. it has to be suitable for the purpose for which it had been purchased e.g. sport. A horse that is lame, as a result of a hidden veterinary defect is therefore unsuitable. Again it is up to the parties of the agreement to decide on whether, and to what extent the seller can be held liable for the fitness of a horse for a particular purpose. In the case of the sale of a horse by a professional seller to a consumer buyer there is a legal presumption that any defect that is detected within six months after the purchase of the horse was already present at the time of delivery. The burden to prove that the horse indeed was not afflicted with the alleged hidden defect hereby rests with the seller)

11. The buyer is aware that the seller has insured the horse with ..... Insurance will come to an end at the time of delivery of the horse. From that moment onwards the buyer is free to insure the horse him/herself.

(The abovementioned provision is optional)

12. Upon the Transfer of Possession of the Horse (as intended and specified by the parties to the purchase agreement), Buyer assumes all risk of loss or injury to Horse

(According to Dutch law risk passes onto the buyer upon delivery. Delivery hereby refers to the transfer of physical possession of the horse. This is particularly relevant to the export of horses to another country. Where the seller organizes for the transport of the horse, he/she will assume all risk of loss or injury to the horse during such transport until the horse reaches the premises of the buyer at which point risk is transferred to the buyer)



13. This agreement is governed by Dutch law. Any legal dispute arising from this agreement shall be heard exclusively before the District Court in .....

(A forum selection clause in a contract allows the parties to agree from the outset that any litigation resulting from that contract will be initiated in a specific forum. Generally in national proceedings the connecting factor is always the domicile or habitual residence of the respondent. Yet in cases that show an international dimension one might, in the absence of a choice of forum, have to deal with the application of certain international treaties such as the Vienna Sales of Goods Convention 1980 in business-to-business transactions)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

.....  
SELLER

.....  
BUYER