

E-Commerce HBC

Sales conditions for buyers

between

HERD BOOK CHAROLAIS represented by its President, Mr Pascal LANGEVIN

AND

The buyer

IT HAS BEEN AGREED AS FOLLOWS:

Attentive to offer modern marketing tools, taking into account the time and economic constraints of breeding, the Herd Book Charolais launches its new platform of animals selling through online auctions.

Any person, as a buyer, acknowledges having read these sales conditions and agrees to accept the following conditions:

ARTICLE 1 - Operating Procedures

- 'E-commerce HBC' is an online auction service created and offered by the Herd Book Charolais.
- Animals will be presented by the owner (the seller) on the online platform dedicated to the sale. All information concerning the animal are provided by the seller and let known to the potential buyer.
- The auction will be opened from March 21st at 12:00 pm to March 31st, 2018 at 2:00 pm ((according French timetable). Any access to the auction purchase platform as a buyer requires registration (see article below).

ARTICLE 2 – online registration conditions

- Any future buyer must register on the platform, in order to access the sale. No bidding will be possible without having created an account and being identified.
- The future purchaser undertakes to transmit the following information in order to allow access to the auction: company name, legal representative of the legal entity, farm number, invoicing address, phone number, email address and number VAT within the Community All of its details will be checked before opening the access.
- Any buyer is identified by a farm number and password.
- The platform is managed by the HBC.
- For buyers outside of France: so as to be able to buy, a bank guarantee must be sent by email to contact@charolais-expansion.com at last on March 21st

ARTICLE 3 – sales conditions

The sale will take place without reserve price from the online platform. The animals shall be sold “free of tax” and cash; The animals are exposed by breeders to the public auction for sale. The highest and last bidder shall be declared the purchaser as mentioned in article 1.

The sale will be held by 100€ auction with a starting price of 2500€ (departure France)

any invalid VAT number will cancel the sale

ARTICLE 4 –invoicing and payment conditions

The invoice is established by Charolais Expansion –sales company of Herd Book Charolais which will send it to the buyer with the number of the bank account to be credited.

The purchaser must transfer the amount mentioned on the invoice within 4 days after the sale. In case of non-payment, the buyer agrees to pay a penalty of € 500 and the sale will be considered as invalid

Animals will only be delivered after full payment of the transaction.

The sale price is fixed excluding tax and corresponds to the starting price of the seller's farm.

The transport will be paid by the buyer.

ARTICLE 5 – INSURANCES

The animals registered to the online sale remain the property of the seller on their farm. No specific insurance is subscribed. Any incident during the action is the responsibility of the seller.

Any accident after purchase and before delivery falls under the guarantee granted by the breeder seller.

Any hidden defect is the responsibility of the breeder seller, as well as a traditional sale

ARTICLE 6 – property transfer

All animals presented on the online platform are registered H.B.C The delivery date is agreed after exchange between the buyer and the seller

ARTICLE 7 – Guarantees

➤ Sanitary

The breeder seller is required by law to declare latent defects. The good health of the animals is its own responsibility.

- the cattle herd seller must be recognized with “A status” as far as IBR is concerned.
- the animals will have been identified individually (double ear loops with IPG number);
- they will not show any signs of disease

ARTICLE 8: EXPORT REQUIREMENT

All animals will be exported with export pedigrees delivered by HBC which will have to be paid by the buyer. (40€ for EU countries 80€ for other countries).

Sanitary requirements are those fixed by the European Union. A veterinary certificate drawn-up according to the existing European regulations and signed by the appropriate veterinarian authorities should provide some sanitary guarantees to the Buyer.

Thus, any foreign buyer will have –previously to auction –to contact charolais expansion by phone +33(0)689030564 or mail contact@charolais-expansion.com so as to provide agreement with additional fees due to export.

This agreement will be a requirement so as to access the online sales platform for any foreign buyer.

➤ Reproductive ability

All animals presented to the sell are guaranteed by the breeder/seller without defects and ability for reproduction . HBC and Charolais Expansion shall never be call before a court of law in the event of dispute arising from the reproductive abilities

ARTICLE 9 – LIABILITIES

Sales are made in the name and on behalf of the breeders who own the animals. In case of dispute between buyers and sellers, HBC / Charolais Expansion, which are not part of the sale, cannot be called in question or in warranty, nor be held responsible for any reason of consequences of the sale and in particular regarding the payment of the legal costs and of agreement of the animal in dispute. The defendant's court will have jurisdiction to deal with any dispute. The animals presented for sale on the dedicated online platform are under the exclusive responsibility of the breeders and are sold with the ordinary legal guarantees.

This agreement is concluded for the sale’s action achieved and takes effect upon signature.

place : , date:

the breeder/buyer :

President of HERD BOOK CHAROLAIS,
Pascal LANGEVIN