1. The BHT Auction is organised by Belgian Horse Trading , whose registered office is situated at Leliestraat 37, 2860 Sint-Katelijne-Waver (Belgium), named BHT from here.

BHT 网上拍卖活动由比利时马匹交易网 （ Belgian Horse Trading 的简称BHT）， 注册地址位于比利时Sint-Katelijne-Waver 市，Leliestraat 街道37号， 邮编2860.

1. To participate in this auction implies that these auction conditions are explicitly acknowledged and accepted without reservations.

参与网上竞拍意味着您已清楚知晓相关拍卖条款，并且毫无保留的接受所有条款。

1. Buyers must register      themselves for the online auction via the website www.belgianhorsetrading.com before being allowed to participate in the BHT Auction.

买方必须亲自在官网注册[www.belgianhorsetrading.com](http://www.belgianhorsetrading.com)， 注册成功后方可参与BHT的网上竞拍活动。

1. BHT sells horses/ponies/embryos/goods related to horses (from here on called goods) via its website on behalf and for account of third parties. BHT acts as auction service. The auction acts as mediator between seller and buyer. A sales agreement is exclusively between the seller and the bidder/buyer.

BHT 通过其网站代表第三方出售温血马匹/ PONY /胚胎/及马匹相关的货物（ 以下简称“货物”）。 BHT 提供拍卖服务。拍卖方是出售方和购买方的中间媒介。销售协议是由出售方和出价方/购买方签订。

1. The buyer guarantees, at all times, the correctness and completeness of the personal information he/she provides when registering for the auction. The username and password that the buyer uses during the auction are strictly personal and cannot be communicated to somebody else.

买方保证，在网站注册用户时提供的私人信息准确，完整， 用户名和密码在竞拍过程中，仅供个人使用，不能透露给其他人。

1. The sale is established under Belgian law by means of bidding and allotment to the highest bidder after payment of the settlement amount, whether or not to be increased by VAT. Bids and payments are made in EURO.

在比利时当地法律的约束下，通过拍卖的方式进行销售，竞价最高的购买者在支付货款后，拥有货物，不管有无VAT ，竞价和付款是以欧元计算。

1. The auction website will state an indicative closing time of the auction per specific good. If, however, a bid is made in the last 5 minutes before the closing time of that lot, the auction time for that specific lot will be automatically extended by 5 minutes. The extended time will become the new indicative closing time.

针对每一个具体货物，拍卖网站会公布拍卖结束时间。 但是， 如果在货物竞标时间结束前5分钟内有人竞价，拍卖结束时间自动延长5分钟，延长后的时间将是最终的拍卖结束时间。

1. In the auction a good is allotted to the highest bidder. The settlement of the sales price by buyer is calculated as follows:

在拍卖中，竞价最高的买方将会成功购买货物， 最终的出售价格计算如下：

* + The allotment price + 4% (excl. VAT) of the allotment price as buyer’s commission
  + = net price,
  + + any VAT (21%) possibly due (when the seller is VAT-bound, this information is to be found on every fiche made for that good on website)
  + = total settlement amount
  + 买方竞价+ 4% 竞价（ 不含增值税，作为买方的手续费） = 货物净价
  + + 可能产生的21% 的增值税（如果卖方要求增值税， 关于增值税信息，每个具体货物的介绍页都会公布）
  + = **最终成交价格**

1. By making a bid, the bidder undertakes to pay the settlement amount, unless a higher bid is made thereafter.

买方出价，意味着出价的买方要支付最终成交价格， 除非有其他买方出更高的价格。

1. In case of the sale of an embryo, the settlement amount will be increased by an amount of 2.000 EURO. This amount is the guarantee for the surrogate mare and will be refunded to the buyer upon return of the surrogate mare in good physical condition (after veterinary control).

如果出售的物品是马的胚胎，最终的成交价格比出价多2000 欧元， 这2000 欧作为买方对代孕母马的保证金，这个保证金在买方将代孕母马（在兽医检查后，确保处于良好的身体状况下） 归还后，如数退回给买方。

1. BHT will send the buyer an invoice for the buyer’s commission to the buyer, and an e-mail with the total amount to be paid to BHT. After full payment to BHT, BHT will bring both seller and buyer in contact. In case the seller is VAT bound, he will make an invoice for the allotment price increased with the VAT and address this to the buyer, while mentioning that the payment is already done to BHT.

BHT 将发给买方拍卖手续费的发票，和一封最终要支付给BHT金额的电子邮件。 在BHT收到全部付款后，BHT使买卖双方相互联系。如果卖方要求支付额外的VAT， 卖方将开局一个加了增值税的发票，出具给买方，并提及付款付给BHT.

1. The settlement amount is immediately due upon allotment and needs to be paid by bank transfer within 5 days following the auction.

在竞拍成功后， 买方应付最终货物价格， 并且在竞拍成功日起5天内完成银行汇款。

1. The selected horses are sold outright, without proceedings or recompense, in the condition they have at the time of the sale. For each horse, the bidder can consult the recent report of the veterinarian (of maximum 1 month old).. Participating to the auction implies that the buyer/bidder has consulted the veterinarian report prior to placing a bid. If heights of a horse/pony or given, it’s only an indication. Buyers can’t take any right out that information, or can’t take a possible difference to cancel the deal. Sellers are presenting their horses free of stable vices.

我们筛选出的马匹直接出售,没有其他程序，一旦售出，不退不换。针对每匹马， 竟拍者可以参考最近的兽医报告（ 兽医报告时间不会大于一个月）。参与竞拍，意味着竞拍方或买方已经查看了兽医报告，如果有提及马或者PONY的肩高，信息供参考。买方不能以此为由，或者可能的细微差异取消交易。卖方提供的在售马匹均无马房恶习。

1. The risk concerning the horse is transferred immediately from the seller to the buyer at the moment of the delivery of the horse to the buyer or the transportation company. After auctioning and after receiving full payment, buyer and seller will make arrangements for the delivery in mutual consultation. A foal can be delivered at the age of 4 months the earliest. The seller needs to deliver the horse in Belgium after the payment of the total settlement amount. Delivery outside of Belgium is at the buyer’s expense. The buyer will have to sign a document to confirm the delivery. To decrease the risk for both buyers and sellers, BHT will give the following service. From the moment BHT will receive full payment for horses or ponies, BHT will pay a % of the allocation price to an insurance company to cover the risk of death of that horse or pony. The insurance starts from the working day after full payment, and the horse/pony will be insured for 1 year, where the buyer is the beneficiary. Only the net allotment price will be insured.

马匹风险在马匹由卖方交付给买方（或买方的运输公司）时从卖方转移给买方。在拍卖结束，及买方付完全款后， 买卖双方协商马匹的交付。 小马驹可以在4个月大时进行交付。出售方在收到货物全款后在比利时境内完成货物交付，运输至比利时境外的相关运输费用由买方承担。买方应签署一个交付文件。为降低买卖双方的风险， BHT 提供以下服务。 在BHT收到货物全款时， BHT 支付竞价的% 百分比给马匹保险公司规避马匹死亡的风险。保险自收到全款日顺眼第二个工作日起开始生效。马匹将有1年的保险。 保险受益方为买方。保险报价为马匹净价。

1. The ownership of the horse is transferred to the buyer at the moment that buyer makes the payment to the auction organisation BHT.

在买方支付货物全款给拍卖方BHT， 马匹的所有权由卖方转移给买方。

1. In the event that a horse gets injured after the sales but before or during delivery, BHT will have got to be informed. BHT will then appoint a veterinarian to examine the horse. If the veterinarian makes a written report that recuperation/cure is possible, then the seller  must undertake the responsibility of taking care of and ensuring that the recuperation/cure of the horse takes place, without this causing extra costs for the buyer/bidder. The horse will remain, until the time of delivery, under the full responsibility of the seller at his own cost and risk. In case no recuperation/cure is possible, the seller must take the horse back immediately at his own cost in return for the remuneration of the sale price, if the sale is considered dissolved or annulled.

如果马匹在售出后，但是在交付前或交付中马匹意外受伤，卖方应及时通知BHT 。 BHT 将委派一个兽医去检查马匹状况。 兽医将出局正式书面报告，说明马匹的伤可以恢复或者治愈，卖方将负责照顾马匹直到马匹康复或者伤痊愈，在此情况下，买方/竞价方不承担任何额外成本， 马匹在交付前，卖方负责相关风险和费用； 如果马匹的伤不能康复或者痊愈，卖方必须自行承担相关成本将马匹收回，并退回马匹款，交易失效或者取消。

1. In the event that the bidder/buyer detects that the horse has a stable vice, being either crib-biting, weaving, or wind-sucking, the bidder/buyer shall notify BHT in writing within 7 days after the delivery of the horse to the buyer/bidder, with a description of the nature of the stable vice. In that case, BHT will appoint a veterinarian who will examine the horse in connection to the alleged stable vice as described by the bidder/buyer. The veterinarian’s conclusion about the cause and seriousness of the alleged stable vice shall be binding. If the veterinarian finds that the horse has the stable vice as described by the bidder/buyer, the seller is obliged to pay the costs accrued by BHT. If the veterinarian finds that the horse does not have the stable vice, the bidder/buyer must pay the costs to BHT. In case the veterinarian confirms the stable vice, the seller must take the horse back immediately at his own cost in return for the remuneration of the sale price, if the sale is considered dissolved or annulled.

如果买方/竞拍方发现马匹有马房恶习，包括咽气，乱啃，身体来回摇摆，竞拍方/买方应在卖方交付给买方马匹7个工作日内书面通知BHT， 书面描述马匹马房恶习。 在这种情况下， BHT 将委派一个兽医对马匹进行检查，看马匹是否如买方所述有相关恶习。

兽医的给出有关马房恶习的原因和严重程度的结论将有法律效应。 如果兽医发现的确马匹存在正如买方/竞拍方描述的马房恶习，卖方应支付给BHT 产生的相关费用。 如果兽医发现马匹不存在马房恶习， 买方/竞拍方支付相关成本给BHT 。如果兽医确认马匹有马房恶习， 卖方应负责立刻将马匹收回（成本由卖方承担），并退回马匹款，交易失效或取消。

1. When the bidder/buyer does not notify, in the manner required, the aforementioned stable vice of the purchased horse within 7 days after the delivery and/or the veterinarian does not detect the stable vice, the right of the bidder/buyer to make the purchase unbinding is void.

如果买方/竞拍方，在马匹交付后7天内买方/竞拍方没有如上要求告知，及/或兽医没有发现马匹有马房恶习， 买方/竞拍方使购买合同失效的相关权利无效。

1. If the blood check fails to meet the requirements of the destination country of the buyer, the buyer has the right to cancel the sale

如果马匹血液检查不合格， 不符合购买方目的地国家的要求，购买方有权取消本次交易。

1. In the event that the sale is legally dissolved or annulled by the bidder/buyer, the seller and the bidder/buyer shall nevertheless comply with all financial obligations, as mentioned in these auction conditions, towards BHT, in as far as compensation to be paid to BHT is concerned.

如果马匹的销售协议由买方合法取消或者作废， 出售方和买方/竞拍方仍然有支付给BHT相关拍卖手续成本义务，按照拍卖条款规定，支付给BHT相关补偿金。

1. BHT  is not liable for the accuracy of the information of the good on the website, the information provided at the auction grounds and the information given to BHT. BHT tries to verify all information, but if the seller doesn’t give correct information, BHT cannot be held responsible.

BHT 不对网站公布的货物的准确性负法律责任， 这些信息由卖方提供给拍卖方， BHT会尽可能验证信息的准确度， 如果卖方没有提供正确信息， BHT 不承担相关责任。

1. Neither seller nor buyer can derive any rights from the fact that the auction organisation selected the goods for the auction.

拍卖组织方负责筛选的货物， 卖方和买方都不能得到额外的权利。

1. Any dispute arising from this auction and its consequences will be exclusively ruled by Belgian law. The Courts of Mechelen shall have exclusive jurisdiction to take cognizance of the disputes. In the event of a dispute only the Dutch text will prevail. The translation of these auction conditions into another language is purely informatory.

所有关于此拍卖活动产生的纠纷及后果将由比利时当地法律管辖。梅赫伦的法院对争议具有司法权。在有争议时， 荷兰文将为主导语言。 本拍卖条款其他语言的翻译版本仅为告知。