

Agreement for the sale of fixed price pigeon(s)

1 The content of the arrangement

- 1.1 The assignment, which the contractor will perform for the client, consists of the following:
- selection of "suitable/healthy" pigeons, based on the GPS quality report
 - assigning / determining a sale class in which the pigeons are offered
 - the sale of pigeons from the client through a "fixed price" sale.
 - promoting the aforementioned sale by publication including accompanying images of the pigeons for a maximum of 30 days on the website www.gps-fixedprice.com. Advertising for the aforementioned sale is also made via a newsletter that the contractor sends to various persons from his email file.
- 1.2 The sale will also be promoted through Social Media and through our agencies.
- 1.3 Any additional agreements and / or commitments made after the conclusion of this agreement are only binding if and insofar as they have been confirmed in writing by both parties.
- 1.4 The agreement is deemed to have been entered into for the duration of the work agreed in Article 1.1, so that it ends by operation of law when the work is completed.
- 1.5 The activities will start when this agreement has been signed by both parties.

2 Execution of the assignment

- 2.1 The contractor is free to have the work carried out in whole or in part by third parties, including subordinates, at its own expense and risk. However, the contractor remains responsible for the quality of the work delivered and compliance with the agreements made.
- 2.2 Within the limits set in the previous paragraph, the contractor is free to organize and commission its activities at its own discretion.
- 2.3 For the rest, the contractor will, when possible, take into account the reasonable wishes of the client when executing the agreement, provided that, in its opinion, this is conducive to the proper execution of the agreement.
- 2.4 When entering into the agreement, the contractor undertakes the obligation to their best efforts and therefore undertakes to execute the agreement to the best of its knowledge and ability and as a carefully acting professional..

3 Payment and expense allowance

- 3.1 For the performance of the work, the contractor will receive an amount of 30% of the total purchase amount, (including the 21% VAT charged on this), as a commission.

If the pigeon(s) are not sold in the sale, the fee from the client to the contractor is € 37.50 per pigeon. This compensation is a compensation for the expenses incurred by the contractor in the context of the attempted sale of the pigeon(s)

If there is no buyer for the pigeon / pigeons, then the pigeon(s) in question will be returned to the client.

It is compulsory to take a professional photo of the pigeon(s) to be sold. These photos are taken in order to stimulate the sale thereof. You can have these photos taken by the contractor on the **Thursday** before the start of the sale, **between 11:00 and 12:00**, by appointment. The costs for **1 photo of a pigeon + close-up of the eye and a promo film are € 22.50 per pigeon**. The pigeons are also inspected in advance via the GPS Inspection Report

- 3.2 The final settlement of the amounts described in Article 3.1 takes place after payment of the pigeons and an agreement of the buyer that the pigeon is in order and meets its requirements.
- 3.3 If the client is in default, without prejudice to the other rights of the contractor, all claims of the contractor against the client are immediately due and payable in full. In addition, the contractor has the right to suspend its services, without it being liable for any damage as a result thereof. Any judicial and extrajudicial costs that the contractor must incur for the collection of its claims are entirely for the account of the client.
- 3.4 Any objection to the amount of an invoice from the contractor must be made known in writing to the contractor within 14 days after it has been sent. If there is no objection or the motivation thereof within the set term, the client is deemed to agree with the amount of the invoice. Objection does not release the client from its obligation to pay the invoice within the payment term, unless the contractor confirms this in writing.
- 3.5 If a sick pigeon is delivered by the client after the sale, the contractor may refuse the pigeon. This pigeon will then NOT be settled with the provider and returned.

4 Interim termination

- 4.1 The client has the right to terminate this agreement prematurely. Termination must be in writing and will lead to liability of the contractor for any damage that the client or the other party suffers as a result. (The damage to be charged is based on the status of the current sale and the work performed and additional expenses)
- 4.2 Each of the parties has the right to terminate the agreement in whole or in part prematurely with immediate effect on the basis of serious reasons, without having to observe a notice period, without requiring notice of default or judicial intervention and without the terminating party until compensation will be due. These are serious reasons:
- if the other party falls seriously short of the fulfillment of any obligation arising from the agreement and this shortcoming has not been remedied within four weeks after written notification thereof by the first-mentioned party;
 - if the other party invokes force majeure and the force majeure period has lasted longer than three months, or as soon as it is established that this period will last longer than three months;
 - if the other party has applied for a moratorium, the other party has been declared bankrupt, has been declared in a liquidation state or an administrator has been appointed over its assets or part thereof;
 - if the other party does not properly or not timely fulfill an obligation arising from the agreement, despite being given the opportunity to do so and despite being warned to do so.

5 Confidentiality and care

- 5.1 Each of the parties and any persons engaged by the contractor under this agreement are obliged to observe secrecy with regard to all information that they have come to know under the agreement and of which the confidential nature is known, or of which parties could have reasonably understood the confidential nature.
- 5.2 Each of the parties will exercise the greatest possible care in using the information that has come to its knowledge under the agreement.

6 Other provisions

- 6.1 The general terms and conditions of the contractor dated (date), as filed with (name of Chamber of Commerce or court registry), apply to this agreement and the implementation of this agreement. Application of the Client's General Terms and Conditions is expressly excluded.
- 6.2 All disputes that may arise as a result of this agreement, or further agreements that may result therefrom, will be submitted to the court in (nearest court). Dutch law is exclusively applicable to all these disputes.

Scope of the general terms and conditions

These general terms and conditions apply to all purchase agreements concluded by GPS Auctions thereof on behalf of a seller of one or more pigeons with the buyer.

These general terms and conditions also apply to all commission contracts that GPS Auctions concludes with the sellers of one or more pigeons.

By registering on the website of GPS Auctions, you also agree to the validity of these general terms and conditions. Indeed, it is not possible to complete such registration without agreeing to the validity of these terms and conditions.

Website GPS Auctions & Fixed Price Website (GPS)

GPS Auctions has carefully compiled the content and design of its website. In addition, GPS Auctions takes care as much as reasonably possible to update the content of its website, to supplement it and to prevent irregularities and inaccuracies. Despite this care taken by GPS Auctions, it is possible that this content is not current, or contains irregularities or inaccuracies. GPS Auctions expressly declares that it is not liable for any damage that is or could be the result of this.

GPS Auctions is also not liable for the content and safety of websites referred to on its website. Users of the website of GPS Auctions are themselves liable for what they use - whether or not permitted - to send to other persons or entities using this website..

The information mentioned in the sales comes from private sellers, breeding centers, intermediaries, or contact persons of associations. These persons are responsible for the accuracy and completeness of this information. Should damage arise as a result of the information displayed because it is wrongly assumed that it is correct or complete, then the persons or entities that have supplied this information incorrectly or incompletely are liable for this and not GPS Auctions.

If a user of the website logs in or registers and thus creates an account, he is responsible for the management of his data, such as the username and password. This user must exercise due care and keep his password secret from third parties. If third parties place bids on auction objects on the website of GPS Auctions via the username and password of the aforementioned user and thereby win an auction, this user is obliged to pay the purchase amount, as this is their responsibility. The user must then approach the third party who has misused his data in order to recover his damage.

GPS Auctions is in no way liable for the above use of the data of the user of the website, unless there is gross negligence / carelessness on the part of GPS Auctions.

GPS Auctions can regularly send information pertaining to the relevant purchase or contract for services to the email address of the other party. The other party is obliged to regularly collect this item sent to the e-mail address specified as the contact email address to GPS Auctions. If the other party has a new electronic contact address, this must be adjusted immediately. If the other party is negligent or remains in default in any other way in this contact information, this will be entirely for its own account.

Sale rules seller

In the case of pigeons that are sold by GPS Auctions, proceed as follows:

- prior to an internet or hall auction, the pedigrees must be available at the offices of GPS, by email or post.
- upon approval of the pedigrees, a date for sale is agreed with the provider. It is then agreed to make an appointment for taking the photos of the pigeons.
- The pigeons are checked during photographing. A vaccination list must be provided by the seller. Pigeons that have poor build, quality or health are refused by GPS Auctions. After the pigeons have been checked and photographed, they are taken back by the seller.
- sellers are fully responsible for providing correct and complete information regarding the pigeons to be sold. If any damage occurs as a result of incorrect or incomplete information supplied by the seller, the seller is fully liable for the damage that results from this. In addition, all additional information about breeding or race data must be supplied digitally. This also applies to additional photo material.
- if the pigeon / pigeons have been sold, they must be delivered in consultation as soon as possible at the offices of GPS, if this does not succeed, then in agreement with GPS.
- If at any time it appears that the pigeons offered for sale or the auctioned pigeons are not vaccinated or are not healthy, GPS Auctions has the right to declare the sale void. However, the seller is obliged to pay GPS Auctions for all costs incurred - both expenses and brokerage fees. If these pigeons cause damage on behalf of their poor health on the part of GPS Auctions or on behalf of third parties, the seller of these pigeons is liable for this consequential damage.

Sale regulations buyer

If an auction(sale) object has been bought by a buyer, the following applies:

- an auction(sale) object is sold in the condition it was in at the time of purchase. If the buyer receives the auction(sale) object, he must carefully examine it for health. If there are problems, this must be reported to GPS Auctions within 3 weeks, since the auction(sale) objects are living creatures where the situation is subject to change. Problems that are reported to GPS Auctions later than 3 weeks will no longer be processed and are excluded from any compensation of the damage caused by GPS Auctions. **The above does not apply if the pigeons have been placed in quarantine.**

- if the buyer has won an auction and the auction is closed, he is obliged to purchase the auction object. However, the buyer only becomes the owner if the offered sales price has been paid in full to GPS Auctions.

- If the buyer for whatever reason does not decide to pay the purchase amount, he is fully responsible for the damage suffered by the seller or GPS Auctions. In that case GPS Auctions is also entitled to sell the auction object to another person on behalf of the seller

- the purchased auction objects are transported to the buyer no later than 14 days after the purchase amount has been received by GPS Auctions or the seller. This with the exception of countries to which quarantine periods apply.

Pedigree pigeons-

GPS Auctions is not responsible for the content of the pedigrees. The seller must fill in these pedigrees in good faith.

Storage & transport of pigeons

If GPS Auctions stores the pigeons or takes care of the transport thereof to the buyer, the following applies. If GPS Auctions stores the pigeons, this will take place under the Dutch Storage Conditions, deposited by the FENEX (Dutch Organization for Forwarding and Logistics) at the registry of the district court in Rotterdam on November 15, 1995. If GPS Auctions transports the pigeons, the AVC conditions apply. version 2002 for domestic transport and the CMR conditions for international transport.

Change of general terms and conditions

These terms and conditions can be changed at any time by GPS Auctions. If this is the case, GPS Auctions will send the renewed version thereof to the other party of these general terms and conditions. Within a period of 21 days, the other party must respond whether these new general terms and conditions are accepted or whether it rejects them. If no response is given, this is considered an acceptance of the new general terms and conditions by the other party. In the event of rejection, the agreement to which these general terms and conditions apply will be dissolved with immediate effect. A written confirmation of this acceptance or rejection is given by GPS Auctions to the other party.

