



SALE AND PURCHASE AGREEMENT

Name of equine:

Identification number:

Contributors to the circulation of this template:



Please refer to the notice on page 10 for details regarding how to accurately complete this agreement with or without the assistance of a lawyer.

This template agreement for the sale and purchase of equines is a guide to assist with the drafting of an agreement adapted to the individual circumstances in each case and the evolving applicable law and legal precedent. The authors, the Institut de droit équin or any institution providing access to this template may not be rendered liable for its use.

The Registration card must be given to and completed by the buyer in accordance with clauses R215-14 and D212-9 of the French rural code (code rural et de la pêche maritime)

This Agreement and any non-contractual obligations arising out of it or in connection with it are governed by French law and any and all disputes that may arise in connection with this Agreement shall be referred to the French courts

Download at: www.institut-droit-equin.fr

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Clause 1 : the Equine



Identification:

Name:.....

Breed:.....

N° ID./ N° UELN. :

Chip N°:.....

Stallion
 Approved for breeds.....)

Gelding

Mare : not in foal in foal
Supply of dose yes no

Date of birth:.....

Current use of the equine:.....

Use for which the equine is being purchased:

Equestrian sports : Discipline(s):.....
Desire level:.....)

Leisure : Discipline(s):.....
Desire level:.....)

Reproduction

Racing

Others:.....

Name and current level of the rider for whom the equine is being purchased:

.....

Was the equine tried before the sale yes no

If yes, how many times?

Documents submitted by the seller:

Identification Document : Identification booklet Passport

Registration card [1]

Veterinary documents (annexed to the contract)

Imagery (x-ray or scan) (annexed to the contract)

Others documents:.....

Pre-purchase veterinary examination carried out prior sale: yes no

(If yes, the parties confirm that they are aware of any conclusion of the veterinary surgeon prior to signature of this agreement)

[1] The registration card must be provided to the Buyer and amended by him in accordance with articles R215-14 and D212-9 of the French Rural and Maritime Fishing Code.

Initials :



Clause 2: the Seller

Surname:.....First name(s):.....
 Address:.....
 Postcode:.....Town:.....Country:.....
 Tel:..... E-mail:.....
 Profession:.....

OR

Legal entity (company, association):
 Registration Number:.....
 Registered office:.....
 Represented by:
 Tel:..... E-mail:.....

The Seller declares having provided, prior to the conclusion of the sale, to his/her future co-contractor, all information of which he/she is aware and which would be of decisive importance for his co-contractor, being directly linked and necessary to the contents of the agreement or the status of the parties.

The seller declares:

he / she acting in a professional capacity

Or

he/she is acting outside of their professional capacity

The seller declares he/she is the sole owner of the equine or,
 if the equine is co-owned, he/she is acting in name
 and for the account of all co-owners, and is duly appointed for such purposes

Initials :



Clause 3 : the Buyer

Surname:.....First name (s):.....
 Address:.....
 Postcode:.....Town:.....Country:.....
 Tel:..... E-mail:.....
 Profession:.....

OR

Legal entity (company, association) :
 Registration Number :.....
 Registered office :.....
 Represented by :
 Tel:..... E-mail:.....

The Buyer declares having provided, prior to the conclusion of the sale, to his/her future co-contractor, all information of which he/she is aware and which would be of decisive importance for his co-contractor, being directly linked and necessary to the contents of the agreement or the status of the parties.

The Buyer declares :

he/she is acting in a professional capacity and attests his/her knowledge of the specific needs of the equine species in accordance with the requirements of article L 211-10-1 of the French Rural Code.

OR

he/she is acting outside of their professional capacity and is in possession of a certificate of commitment and knowledge for the keeping of equines granted in accordance with article L 211-10-1 and D 214-37-1 of the French Rural Code by a veterinary surgeon or professional organisation of the equine industry mentioned in article 1 of the Ministerial Order of 29/12/2022 or he/she will not be the keeper of the equine.

The Buyer declares he/she is the sole buyer of the equine or, if the equine is to be co-owned, he/she is acting in the name and for the account of the future co-owners, and is duly appointed for such purposes.

Initials :



Clause 4: Subject of the agreement

Option 1: The sale and purchase is definitive on the signing of this agreement.

OR

Option 2: The sale and purchase is conditional:

Pre-purchase veterinary examination

Name of the veterinary surgeon Dr.:

Appointed by: the buyer the seller

within a maximum period of.....after the signing of this contract.

The party having instructed the pre-purchase veterinary examination shall provide a copy of the report to the other party. The parties agree that the buyer can, at their sole discretion, cancel the purchase of the equine on reading the report of the pre-purchase examination.

Trial period of the equine

Start date:..... End date:.....

Location of the trial:.....

If the trial is unsatisfactory, the costs of returning the equine to the seller are payable by:

.....

The parties agree that the Buyer can, at their sole discretion, cancel the purchase of the equine on condition that they inform the Seller at the latest on the last day of the trial period set out above.

Initials :



Clause 5 : Financial Details

Net Price of the equine (in €):.....

VAT Rate:.....

Price of the equine incl. VAT (in €):.....

The parties confirm they were put into contact by....., acting in his/her capacity as....., and whose commission is payable by.....

Payment to the intermediary before tax (in €):.....

VAT Rate:.....

Payment to the intermediary incl. VAT (in €):.....

Payment methods:

.....
.....
.....
.....
.....
.....



Retention of title:

The ownership of the equine which is the subject of this agreement remains with the seller until payment in full of the purchase price by the buyer (of which the details are set out in clause 5 of this agreement). The buyer shall not become the owner of the equine being sold until payment has been made in full of the amount agreed between the parties. [2]

[2] The transfer of title to the equine will only take place once the sale becomes definitive (clause 4 of this Agreement). The Registration card must be given to and completed by the buyer in accordance with clauses R215-14 and D212-9 of the French rural code.

Initials :



Clause 6 : Delivery of the equine

the Seller delivers the equine to the Buyer

OR

the Buyer takes delivery of the equine

Date of delivery of the equine:.....

Location of delivery of the equine:.....

Cost of delivery of the equine payable by:.....

Clause 7 : Transfer of risk

The transfer of risk takes place on the entry into force of this agreement. Any loss or damage to the equine resulting from unforeseeable circumstances or force majeure is at the buyer's risk from the signature of this agreement.

OR

The parties agree that the transfer of risks occurs on delivery of the equine. Any loss or deterioration of the equine resulting from unforeseeable circumstances or force majeure is at the buyer's risk from the date of delivery

Initials :



Clause 8 : Applicable garanties



The seller confirms he has complied with his pre-contractual obligation to provide relevant information and has brought to the attention of the buyer all knowledge in his possession relating to the equine's behaviour or health, relevant to the buyer's choice. The seller and the buyer certify the accuracy of the information contained in this agreement.

The buyer confirms the specified use for which the equine is being purchased is in good faith and that he/she has received from the seller any information desired. The buyer is informed that he cannot invoke a defect that he knew about or should have known about when he/she entered into this agreement, in particular in view of the pre-purchase veterinary examination and the declarations of the seller.

Compulsory guarantee: defects

In the event that neither option below is selected, only the compulsory guarantee for those defects listed in articles L213-1 and R213-1 onwards of the French Rural Code (list of 7 vices and timeframes for bringing action of 10 or 30 days from the date of delivery of the equine) will apply to this sale and purchase agreement.

The parties can choose to apply one or more optional guarantees to this agreement:

Hidden defects [3]

Additional guarantee

The Seller shall, in the event of the equine having a defect:

- which was not visible on the date of the sale and purchase [delete if not required]
- and which existed on the date of the sale and purchase [delete if not required]
- which makes the equine incapable of the use set out in clause 1 [delete if not required]

and
- which is notified to the seller by recorded delivery with acknowledgement of receipt (date of the first delivery attempt being conclusive), within days of the sale, which follows the delivery of the equine to the buyer or his representative; take back the equine in exchange for a refund of the purchase price and the costs of the veterinary examination having brought to light the defect, upkeep of the equine, and other expenses (veterinary fees, transport, entry fees etc.).

[3] See articles 1641 onwards of the French Civil Code and page 2 of the notice; the timeframe for bringing any action is 2 years from discovery of the defect
[4] Specify the timeframe for such guarantee to apply

Initials:



Consumer Mediation:

In case of a dispute, if this agreement is made between a professional seller and the buyer is a consumer, the buyer has a right to free consumer mediation¹. Mediation is a prerequisite before any legal action is taken. The mediator proposed by the professional is² :.....

[5] ¹ In accordance with articles L612-1 onwards of the French Consumer Code (see « applicable text »). Available on : <https://www.economie.gouv.fr/mediation-conso/mediateurs-references>

Mediation clause prior to any legal action

The parties, in any capacity, agree to have recourse to mediation before any legal action. In such case, the mediator shall be chosen by common agreement between the parties or at the request of the most diligent party by way of summary proceedings.

The buyer shall provide a copy of this agreement to.....,
intermediary for the sale.

The seller shall provide a copy of this agreement to.....,
intermediary for the sale.

Location of signing.....Date.....
One original per signatory.

Signature :

Buyer :

Seller :

Initials :



Practical notice: how to complete your sale and purchase

Fill in the agreement in full using the tick boxes and the gaps to be completed. One copy should be printed per signatory and each signatory must initial each page and sign the final page.

Useful information

1. **Clause 1 "the Equine"**: article R215-14 of the French Rural Code requires the immediate delivery of the registration card from the seller to the buyer.
2. **Clause 4 "Subject of the agreement"**: please tick one of the two options "*the sale and purchase is definitive on the signing of this agreement*" or "*the sale and purchase is conditional*" for the agreement to become effective. If you opt for a conditional sale and the condition(s) is/are not satisfied, the agreement is null and void. Where neither box is ticked, the sale will be considered definitive from the signature of the agreement (1st tick box)³.
3. **Clause 7 "Transfer of risk"**: please tick one of the two options. Where neither box is ticked, the transfer of risks will take place on the signature of the agreement (1st tick box).
4. **Clause 8 "Applicable guaranties"**: This clause is very important, what you need to know:
 - The sale of equines in France is subject to a number of compulsory guarantees the seller must provide to the buyer (in the event that neither box is ticked). A buyer who wishes to nullify the sale of an equine on this basis must prove that the equine suffers from one of 7 defects listed in the French Rural Code (historic intermittent lameness, immobility, primary uveitis, crib-biting or windsucking, pulmonary emphysema, chronic whistling or roaring, equine infectious anaemia). The timeframes for bringing any action in court are: 10 days following delivery or 30 days for primary uveitis or equine infectious anaemia.
 - By ticking the first option you can also make the agreement subject to a guarantee for hidden defects. In this case, unlike the compulsory guarantee for defects listed in the French Rural Code, there is no list of defects covered. In order to nullify the sale and purchase of the equine, the buyer must prove that the equine has a defect that was present but not visible at the time of the sale and which makes the equine inapt for the use he was bought for noted in clause 1. The timeframe for bringing an action is 2 years from the date the defect was discovered. In the absence of a written contract, the guarantee for hidden defects can be relied upon by the buyer if he is able to prove that there was a contrary tacit agreement (for example a specific use of the equine agreed between the parties).
 - In addition, by ticking the second tick box, you can apply an additional guarantee to your sale and purchase agreement for which the conditions are specified in the text that follows. You must complete the applicable timeframe for the guarantee. The burden of proof is on the buyer in order to rely on this guarantee.
5. **Other recommendations**: Whether you are the buyer or the seller, we strongly advise you to take out public liability insurance covering any damages the equine could cause to a third party whilst he is in your care. In the event of an accident, the person suffering from any damage would look to the guardian of the equine to indemnify his loss, under French law the guardian is not necessarily the owner⁴.

³ See article 1583 of the French Civil Code.

⁴ See article 1243 of the French Civil Code.



Principal applicable legal texts (in force on 12/25/2021)

Article 1196 of the French Civil Code

Stipulates, *inter alia*, that for such a sale and purchase agreement, transfer of title takes place on conclusion of the agreement.

The transfer can be deferred by agreement, the nature of the object or by operation of law.

The transfer of property includes the transfer of risk associated with such property.

However, once a formal demand for delivery has been served, the risk returns to the defendant in accordance with article: [1344-2](#) and subject to the rules in article [1351-1](#).

Article L213-1 of the French Rural Code

An action pursuant to a guarantee, relating to the sale and exchange of animals is governed by this section, without prejudice to any damages due in the case of “*dol*” (deceit).

Article L213-2 of the French Rural Code

The defects listed in article L. 213-4 of the French Rural Code give rise to the remedies listed in articles 1641 to 1649 of the French Civil Code, without regard to the location in which the sale or exchange took place.

Article R213-1 of the French Rural Code

The only defects giving rise to those remedies listed in articles [1641 à 1649 du code civil](#), without regard to the location in which the sale or exchange took place, are the following:

1° In relation to equines, donkeys and mules:

- a) Immobility.
- b) Pulmonary emphysema.
- c) Chronic whistling or roaring.
- d) Wind-sucking or crib-biting.
- e) Historic intermittent lameness.
- f) Primary uveitis.
- g) Equine infectious anaemia.

A equine, donkey or mule will only be considered to be suffering from equine infectious anaemia if it has been tested for the illness in accordance with the procedures and criteria approved by the “*conseil national d’orientation de la politique sanitaire animale et végétale*” (French national counsel for animal and vegetable health) and the results are confirmed positive by a laboratory approved by the relevant ministry for agriculture pursuant to article [L. 224-2-1](#).



Article R213-3 of the French Rural Code

Whatever the timeframe for initiating an action, the buyer, in order for his action to be admissible, must show in the timeframes fixed in article R. 213-5, the nomination of expert to prepare a report. The request is made verbally or in writing to the judge at the tribunal where the equine is located; the judge sets in his order the date of the hearing and names one or three experts who must act as soon as possible.

The experts verify the state of the animal, collect all useful information, give their opinion and, at the end of the report, confirm by oath the sincerity of their opinions.

Article R213-5 of the French Rural Code

The timeframe accorded to the buyer to commence an action in court for the existence of one of the listed defects and nominate the experts described above is ten days except in the following cases: fifteen days for bovine tuberculosis and thirty days for primary uveitis and equine infectious anaemia.

Article R213-7 of the French Rural Code

The timeframes set out in articles R. 213-5 et R. 213-6 start from the date of delivery of the animal. This date is shown on the receipt or the proof of delivery given to the buyer.

The timeframes mentioned in articles R. 213-5 à R. 213-8 are counted in accordance with articles 640, 641 et 642 of the French Civil Procedure Code.

Article 1641 of the French Civil Code

The seller is responsible for any hidden defects of the object being sold which make it inapt for the use it is intended for, or which reduces its ability for such use that the buyer would not have bought it, or would have paid very little for it, has he been aware of the defect.

Article 1642 of the French Civil Code

The seller is not responsible for any visible defects which the buyer could have seen himself.

Article 1648 sub-paragraph 1 of the French Civil Code

The action brought for a defect must be within two years from the date the defect was discovered.



Article 1112-1 of the French civil code

The party who has information whose importance would be decisive for the consent of the other party must inform such other party where the latter is unaware of such information or trusts the other party.

However, this obligation to inform does not apply to an estimate of the value of the service. Information necessary and directly linked to the contents of the contract or the status of the parties is of decisive importance. The party claiming information should have been given to him must prove the other party should have given him such information. Such other party must prove such information was given. The parties cannot limit or exclude this obligation. The absence of such obligation to provide information may result in the cancellation of the contract in the conditions listed in articles 1130 onwards.

Article D212-49 of the French rural code

At the request of the owner, such request made within 8 months of the birth or 30 days of the arrival from another member state or after import of a equine, a registration card including his name and address, as well as the name and, if relevant, the identification number of the equine, shall be issued to him by the French registry (Institut français du cheval et de l'équitation) in its quality as database holder.

The French registry shall be informed of any change to the ownership of the equine by the new owner who shall send, once completed, the registration card for the animal endorsed by the previous owner. The French registry shall issue the registration card or modify the existing one in the name of the new owner. If the change to the ownership takes place prior to the issuance of the registration card, the new owner shall inform the French registry who will issue the registration card in the name of the new owner.

Any changes to the information declared to the French registry described in the paragraph above shall be provided within 30 days.

On the death of the equine, the owner shall provide the registration card to the French registry within 30 days.

Article R215614 of the French rural code

1. The following are punished by a third class fine: [...]
3. To transfer for payment or otherwise an unidentified equine or camelid, without having first identified it;
4. To sell or give away an equine without having immediately given the new owner the endorsed registration card;
5. For all new equine owners, to not have sent the registration card to the French registry, in the thirty days following the transfer; [...]

Article R213-4 of the French rural code

"The request is brought before the competent courts following the ordinary rules of law. Such request is exempt from any prior conciliation procedure and, before the judicial courts, is heard and determined under summary proceedings.