BREEDING & GENETICS · PRACTICE

What Sets a Reputable Elite Auction Apart

A guide for buyers of breeding cattle - and a quality standard for organizers

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At an elite auction, buyers rarely purchase the animal standing in the ring. What they buy is an expectation - breeding values, cow family, embryos, marketing potential - and whether it holds up depends on the quality of the information and the fairness of the process. A review of catalogs from German elite auctions held from 2024 to 2026 shows wide differences: alongside very carefully prepared catalogs, some list breeding values selectively, omit herdbook numbers, give best records without averages, or include attached contracts whose financial consequences for prospective buyers remain unclear. This article addresses both sides. Buyers learn how to recognize a reputable auction, what information and bidding rules they can expect, and how to prepare so that on sale night their own numbers make the decision. At the end, organizers will find a quality standard against which to measure their sale. The basis is the catalog review, observations at elite auctions, conversations with breeders and buyers, and the relevant regulations.

An Elite Auction Sells Trust First

On sale night, the genetics cannot be checked - only the information they rest on.

Anyone who bids has to be able to rely on three things: that the catalog is accurate, that all bidders have the same information, and that the hammer falls according to fixed rules. This concerns more than the individual buyer. Top prices are read as a market signal - for the value of a bloodline and for the sales that follow. Such a signal is only as reliable as the process that produced it.

Whether an auction is run reputably can usually be seen before you even set out:

1. **Written terms of sale are available in advance** and cover the knockdown, disputed bids, warranty, payment, and transfer of risk.
2. **The catalog lists every lot with the same core information**, not one with a full block of breeding values and the next with selected top numbers.
3. **There is one binding update with a fixed cutoff**, identical in print and online, with changes marked.
4. **Attached contracts, reserve prices, and multiple roles are disclosed.**
5. **Bidding and partying are kept separate:** bidder registration, no hard liquor served while bidding is under way, animals presented without nonstop loud music.

6. **Questions get specific answers.** Even "That wasn't tested" is a useful answer. Be cautious if documents are only to be shown after the hammer falls.

Define Your Own Purchase Goal First

An animal can be exceptional as breeding stock and still not fit your own operation.

Buyers in the same ring are bidding on two different calculations. Someone buying an animal for their own barn is paying for use value: production, health, herd life - a calculation tied to the milk price. Someone buying embryos, bull dams, or a market position is paying for an option on future demand. The most expensive mistake is to pay for an animal on the motives of a different type of buyer - for instance, a dairy producer bidding along with a program buyer's resale expectations.

That is why the requirements should be settled before the catalog is opened: Which traits should the animal improve, which weaknesses are acceptable, which pedigrees fit the planned matings? Relationship to your own herd is often overlooked: if the sire and maternal grandsire are already widely represented in the herd, the animal adds less that is new and restricts mating options.

Practical tip: For each lot of interest, write down three concrete reasons to buy and answer one question: How many comparable animals will be available within the next twelve months? The easier an animal is to replace, the firmer your limit has to be.

What Information Should Be Provided

Complete means including the numbers the seller doesn't like.

There is no binding industry standard for auction catalogs yet. The table describes which information makes sense from a buyer's point of view for a well-founded decision, and when it is appropriate to ask.

TABLE 1: RECOMMENDED INFORMATION FOR A WELL-FOUNDED PURCHASE DECISION

Area	What should be provided	Reason to ask
Identity	Full herdbook number with country code for the sale animal and every female ancestor listed; parentage verified genomically	Numbers missing, or names only without an ID
Breeding values	Full block of the main trait groups (production, conformation, health, fitness) with reliabilities and evaluation date; any other available indexes, such as TPI	Selected top values only; no evaluation date
Proof run	Note if a new genetic evaluation is due shortly after the sale	No indication of which evaluation the data come from
Maternal line	Average records with milk, fat, and protein for at least two generations; best records only as a supplement	Best records only; daily milk weights without components or days in milk
Conformation	Classification scores with date and lactation	Final score only, with no date

Area	What should be provided	Reason to ask
Photos	Current, unretouched photo of the sale animal with the date taken; photos of dam and ancestors as a supplement and clearly labeled	No current photo of the animal being sold
Health and genetic defects	Animal-specific test results with dates, carrier status for known genetic defects and haplotypes, pregnancy check result with date and method	"Healthy" with no test results; no carrier status
Attached contracts	Embryo contracts, pre-orders, co-ownership, buy-back options - with type, scope, procedure, and deadline	"Attractive contracts in place" with no details
Roles	Disclosure when consignors, sale management, or contract partners also bid or act as advisors	No statement on this

A party who conceals material facts during contract negotiations may be liable for damages;[1] anyone who deliberately deceives risks having the purchase contract rescinded.[2] For buyers, however, this route is costly and slow. The better protection is the question asked before the bid.

Read Breeding Values, Cow Family, and the Animal Together

A high total merit index is where the assessment starts, not where it ends.

Certain patterns recurred during the catalog review.[3] An animal is listed with a high total merit index, a strong udder value, and good milk production; longevity, fertility, or health traits are missing. A total merit index can mask significant individual weaknesses - and anyone who cannot see them cannot factor them into the decision. If an international index such as TPI is available but does not appear in the catalog, relevant information is missing. Keep in mind: RZG, the German relative total merit index, and TPI are based on different systems and weightings; their point values cannot be read directly against each other.

A genomic breeding value is an estimate. What matters is the reported reliability for the individual trait; information from the animal's own performance and from progeny can raise it. An upcoming proof run is not a warning sign, but it is a reason to check which evaluation the numbers come from. And "No. 3 in the breed" only means something if it is clear which proof run the ranking comes from and which comparison group it refers to.

With the cow family, what counts is how well its strengths hold up across several animals and generations. "Dam with 14,000 kg" (about 30,900 lb) can be one exceptional lactation or the average over four lactations - a difference of several thousand kilograms. Meaningful data are completed lactations with components, calving intervals, and herd life. An intensively managed donor cow is only partly comparable to a cow under normal herd management.

The great-granddam's photo describes where the animal comes from, not the animal in the ring. If possible, buyers should look at the animal in the barn beforehand and have it walked for them; anyone bidding online should ask for current videos. A second, knowledgeable person helps. And one question to the consignor is particularly revealing: Which weakness would you take into account when mating this animal?

Discuss Health, Fertility, and Genetic Defects in Specific Terms

"Not tested" does not confirm "free."

"Healthy" is too general to be an answer. Buyers should know which tests were done, when, and on which animal. For a milking cow, that means SCC history and hoof health, for example; for a bred heifer, breeding dates, service sire, and the date and method of the pregnancy check; for a donor, documented flush or OPU results.

Known genetic defects and haplotypes belong in the assessment, and depending on the breeding goal, so do casein variants or polled status. Carrier status is not grounds for exclusion, but it must be taken into account in mating - and that requires clear-cut test results. Health records, transport, and integration into your own herd should be agreed with your herd veterinarian before you bid.

Embryo Contracts: Value, Feasibility, Comparability

A hammer price is only comparable if the rights and obligations attached to it are known.

Embryo contracts, co-ownership, and buy-back options are common in elite breeding and make economic sense. At six elite auctions in the 2025/2026 season, between roughly one-fifth and one-half of the lots, depending on the auction, carried at least one embryo or AI stud contract.[4] Such contracts change the overall package on offer and with it the comparability of the price. If the consignor or a closely associated partner holds a contract, there is also a potential conflict of interest that should be disclosed.

In economic terms, an embryo contract is an option on uncertain income, not guaranteed revenue. The nominal value - for example, "4 embryos at €800 each" - says little about what actually comes back. The contract partner matters: a commitment from an AI stud with its own sales channel has to be valued differently from a pre-order from within the seller's circle. And the number of contracts says little if several of them trace back economically to the same source - that creates the impression of broad demand where there is only one interested party. At recent auctions, hammer prices have increasingly come in below the nominal value of the listed contracts.[3] The market is starting to discount contracts. For buyers, that is the right direction.

Biologically achievable or only on paper? Conventional embryo transfer programs with superovulation and flushing require a sexually mature heifer that is cycling regularly; oocytes for in vitro production can be collected considerably earlier. If ET embryos are promised at an age when the heifer does not yet qualify, or in a number that could only be reached by the deadline with exceptional flush results, the contract has not been soundly calculated - no matter how high it is valued in the update. Practice shows it can be done differently: at least one consignor has changed its terms so that ET contracts run until at least 16 months of age.[3] That leaves a realistic window for several flushes after the heifer reaches breeding maturity.

CHECKING EMBRYO CONTRACTS - BEFORE YOU BID

- **Contract:** Can I read it in full beforehand? Is it a firm purchase commitment, an option, or a statement of interest?
- **Partner:** Who is the contract partner, and what is their connection to the seller?
- **Procedure:** ET from flushing or IVP from oocyte collection? What quality, which sire, sexed or conventional semen?
- **Age and deadline:** Is there enough time after breeding maturity for several flushes? Can the number be reached with average results?
- **Costs:** Who pays for insemination, flushing or oocyte collection, lab work, storage, and transport? What do I have to deliver before payment is made?
- **Non-performance:** What applies if the animal has not delivered by the deadline?

Run the numbers on the purchase once with and once without embryo income, and never count contracts at nominal value in your limit.

Key point: A contract that is biologically impossible to fulfill is not an asset but a promise with nothing behind it.

How Prices Are Made in the Ring

The highest price does not always go to the best animal, but to the animal that comes up at the most favorable moment.

An ascending auction ends when only one bidder is left. The hammer price is therefore roughly one bid increment above what the second-highest bidder was willing to pay. So it does not measure what the animal is worth, but what the second-to-last bidder was prepared to pay. That is why two nearly identical animals can bring very different prices, depending on who is sitting in the sale arena that night.

The winner's curse. When the future value of an animal is similar for everyone but uncertain - as with elite genetics, whose value depends on future demand - every bidder estimates with some error. The hammer systematically goes to the bidder whose estimate is furthest on the high side.[5] The more uncertain the value and the more competing bidders, the more deliberately you should scale back your own bid.

Anchors, fever, and escalation. A number once mentioned - an opening bid, last year's record, the hammer price of the previous lot - shifts the valuation even when it has nothing to do with the animal.[6] Rivalry, time pressure, and the stage of the ring push bidders past their limit,[7] and anyone who has already bid several times does not want to walk away the loser.

Sale order, atmosphere, and updates. Strong early lots set price anchors, and the finale thrives on emotion; after a run of top lots, on the other hand, budgets in the room are often exhausted. Experience shows that in heavily staged evening formats with drinks served early, prices scatter considerably more than at businesslike auctions - a record from that setting shows what was paid

under those conditions, not what a comparable animal is worth. And information that is only read out when the lot is called has formally been disclosed, but can hardly be evaluated anymore. Buyers request the update the day before and do not respond to information they cannot verify in the ring by raising their limit.

READING THE ATMOSPHERE - 30 TO 90 MINUTES BEFORE THE START

- Is alcohol being served long before the first lot, with free beer or trays of shots?
- Are there groups cheering each other on? Shouting from the stands, applause, hardly anyone taking notes?
- Is the music loud, the pace fast, the announcer working the crowd hard?
- Does the catalog contain many show, choice, or specialty lots that react especially strongly to the mood?

The more of this applies, the more important a limit set down in writing - and the less the evening's hammer prices are worth as a benchmark.

Who Else Is Bidding? Reserve Prices and Insider Bids

A price is only worth as much as the bids it comes from.

Many consignors set a reserve price. That is legitimate: nobody has to let a top animal go below its value. What matters is whether the reserve is handled openly or covertly.

It becomes a problem when people connected to the organizer or consignor bid up to the level of a reserve price without this being disclosed. The mechanism is easy to understand: someone who only bids up to the reserve takes no risk. If they unexpectedly get the hammer, the animal would not have sold below that level anyway. To the other bidders, however, their bid looks like genuine demand - they are bidding against someone who never intended to buy.

A known reserve price informs; a hidden insider bid creates the appearance of competition. Precisely because such bids cannot be detected from the outside, auctions need rules that exclude them and make compliance verifiable. Germany's Trade Regulation Act (Gewerbeordnung) prohibits auctioneers, among other things, from bidding for themselves, directly or through third parties, or from having their own employees bid;[8] whether the provision applies directly to a breeding cattle auction depends on how the auction is set up. Germany's Federal Court of Justice (Bundesgerichtshof) has ruled that bids a seller placed on his own listing via a second account in an online auction are invalid.[9] The ruling cannot be transferred one-to-one to in-person auctions, but it shows the direction: the law does not protect bids that serve only to drive up the price.

TRANSPARENT BIDDING RULES - WHAT BUYERS CAN EXPECT

- **Bidder registration before the start** with a bidder number; bids accepted only from registered bidders.
- **Bid log:** Which bidder number placed which bid, and when? In a dispute, the parties involved can inspect it.
- **Reserve prices handled openly:** The catalog states that a reserve has been set, or the opening bid starts at the reserve.
- **No undisclosed insider bids:** The organizer's staff, consignors, and contract partners bid only on a disclosed, written order from a third party.
- **Neutral sale management:** The auctioneer and sale manager have no financial interest in any lot, or they disclose it.
- **Unsold lots and buy-backs** are published as such and not included in sale averages and sale reports.
- **Phone and online bids** are logged exactly like bids in the room.

Key point: A reserve price is legitimate - a bid that never intends to buy is not.

The Evening's Setting Is Part of a Reputable Sale

Anyone bidding amid alcohol, noise, and crowding is not deciding under fair conditions.

Many elite auctions have turned into evening events with catering, music, and a party afterward. Socializing is part of breeding culture. For buyers, however, the setting is not a side issue, because it affects how people bid. Where evening formats have grown without the rules growing with them, typical weak points emerge. They are described here in general terms and not attributed to any particular event:[3]

- Alcohol becomes part of the program, including during bidding.
- There is no rule for disputed bids known in advance; comparable situations are decided differently.
- The printed update and the online version do not match.
- The safety plan, escape routes, and security staff are not designed for an evening format with a large crowd.
- There is no visible arrangement for protecting minors when alcohol is served.
- The criteria for selecting lots are not transparent to consignors.

Much of this does not stem from bad intent but grows over the years. For buyers, it still has consequences. Alcohol during bidding can distort prices; German hospitality law also prohibits serving visibly intoxicated persons.[10] A knockdown made on shifting criteria leaves open whether a purchase contract exists at all - at an auction, the contract is only concluded by the knockdown.[11]

Correcting an overlooked bid is legitimate, provided the rule for it is known in advance and applied the same way all evening.

Animal Welfare: From Fitting to the New Barn

An animal that is harmed for the ring is not a sign of professionalism but the opposite.

Germany's Animal Welfare Act (Tierschutzgesetz) prohibits using an animal in a show or similar event if this causes it pain, suffering, or harm.[12] An auction with ring presentation falls within this framework. A German state authority has summarized what this means in practice in information sheets for organizers and exhibitors: the hair coat should remain intact and retain its protective function, clip length must suit temperature and transport, tactile hairs must not be removed, teats must not be glued shut, and udders must not be overbagged. Organizers should keep noise low and remove animals showing clear signs of stress from the ring.[13]

In practice, this is not yet a given everywhere. Animals are sometimes led into the ring with fresh clipper cuts from fitting.[3] Such injuries must not happen - and if they do, the animal belongs in veterinary care, not in the ring. Nor do very loud, bass-heavy music during ring time or fitting beyond accepted presentation standards belong at a reputable auction. Animals that become so restless that they have to be taken out before the hammer falls send a signal that an organizer should not ignore.

Close clipping in winter. Animals are often clipped very short for the ring - even in the middle of winter. In the sale barn on auction night, this is hardly noticeable. The problem comes afterward: during transport and on arrival at the new farm, which does not always have a sheltered, bedded spot ready for an animal with almost no hair coat. Cold, drafts, and wet conditions then hit an animal already stressed by transport, rehousing, and a new herd. Anyone who keeps an animal must house it in line with its needs;[14] for the buyer, that responsibility begins at handover.

ANIMAL WELFARE - WHAT BUYERS SHOULD WATCH FOR AND CAN EXPECT

Before and at the auction

- Fitting to accepted standards: no clipper cuts, clipping suited to season and transport, tactile hairs left intact, teats not glued, udders not overbagged.
- Check-in inspection with consequences; injured animals are treated and not shown.
- Music kept low during ring time; restless animals taken out of the ring without hesitation.

After the hammer falls

- Ask the consignor when the animal was clipped and how short.
- In winter, plan transport and arrival: a draft-free, dry, well-bedded spot; gradual adjustment, and watch the animal closely for the first few days.
- Document any abnormalities such as injuries at handover and report them to the seller.

Key point: Animal welfare does not end when the hammer falls - it starts with fitting and extends into the new barn.

Limit, Ground Rules, Commitments

The best bidding strategy is made at the desk, not in the sale arena.

The hammer price is only part of the investment. Depending on the terms of sale, there is also the buyer's premium, VAT, transport, testing, insurance, and financing, and, for breeding use, costs for reproduction and marketing. What counts for the limit is the total outlay. It is set in writing before the start, because anyone recalculating in the middle of a bidding duel is already under time pressure. Mere buyer's remorse does not release you from a validly placed bid.

To be clarified before the first bid: Who is the contract partner? What exactly is being sold - the whole animal, a share, or specific rights? When does risk pass to the buyer, and is the animal insured until handover? What applies in the event of a disputed knockdown or a disruption in online bidding? Commitments that are decisive for the purchase should be put in writing; a casual remark in the barn is hard to prove later.

One control question helps: Would I buy this animal tomorrow in the barn at the same total price? If the answer is no, the price is a product of the ring, not of value. If you don't know an auction yet or don't trust the setting, a written absentee bid or an agent with a fixed limit is often a better choice than bidding yourself in the room.

> **DECISION SCENARIO (ILLUSTRATIVE)**
>
> *The scenario has been constructed for illustration and does not describe any specific farm.*
>
> A farm is interested in a heifer with a high genomic ranking. The catalog lists the total merit index, the milk and conformation values, and the dam's best record. On inquiry, it turns out that the longevity value is well below average, the dam achieved the stated record in a single lactation, and there is a contract with a third party for embryos from the animal that promises ET embryos up to an age at which the heifer hardly qualifies for them.
>
> The farm sets its limit considerably lower and drops out early. The animal brings a high price. The farm sticks to the limit it set in advance and so avoids an investment that does not fit its own calculation.

After the Hammer Falls: Secure, Check, Document

If you collect the paperwork and know the deadlines, you will rarely need them - but you will have them when it counts.

1. **Check the invoice** and compare it with the terms of sale.

2. **Organize the handover:** transport, date, agreed documents, and in winter a suitable spot in your own barn.
3. **Check the animal and documents at handover:** identity via ear tag and herdbook number, pregnancy, health certificates, registration certificate, outward condition. Record any abnormalities in writing and report them to the seller promptly. If the purchase is a commercial transaction for both parties, the buyer must inspect the goods without undue delay and report defects without undue delay; if a defect only shows up later, it must be reported without undue delay after discovery.[15]
4. **Keep the catalog, update, and commitments.** They document the basis on which you bought.

Practical tip: After every auction, write down your own estimate next to the actual hammer price - for every lot that interested you. Over several auctions, this builds your own feel for the market, which makes you less dependent on the mood in the room and on individual record prices.

> **TEN QUESTIONS BEFORE YOU BID**
>
> 1. What exactly am I buying: the whole animal, a share, or specific rights?
> 2. Does the animal fit my operation, my breeding goal, and my herd - and how easily can it be replaced?
> 3. Are identity, parentage, and complete, current breeding values verifiable?
> 4. What weaknesses, carrier statuses, and special features are there?
> 5. Have I seen the animal myself, and is it properly fitted and uninjured?
> 6. Which health and fertility test results are documented?
> 7. Which contracts are attached, are they biologically achievable, and has a reserve price been set?
> 8. What is my total outlay, including additional costs and housing?
> 9. Are the bidding rules and the knockdown procedure clear, and which commitments are in writing?
> 10. Is my maximum bid fixed - and would I buy the animal at this price without an auction?
>
> *If a question that is decisive for the purchase remains open, not bidding is a sensible decision.*

The Quality Standard for Organizers

Reputability is not created on auction night but in rules that are adopted beforehand and reviewed afterward.

What buyers can expect is also the yardstick for organizers. Most of the points cost little but require decisions: Where do binding standards apply, who is responsible, and how is follow-through checked? The following table summarizes the standard. It is a recommendation drawn from practice, not an established industry norm; where laws apply, this is documented in the notes.

TABLE 2: QUALITY STANDARD FOR ELITE AUCTIONS

Area	Standard
Mission and responsibility	The auction exists to market breeding stock; show and party elements override neither safety nor fairness nor animal welfare. For each sale, named persons responsible for safety and protection of minors, for animal welfare, and for auction integrity, each with authority to give instructions on the night.
Lot selection	Published selection criteria; every consignor receives acceptance or a reasoned rejection on time. Share of outside consignments disclosed; conflict-of-interest rule on the selection committee.
Catalog and update	Uniform mandatory information for all lots per Table 1. Written declaration from every consignor that the information is complete and correct. Fixed cutoff, one binding update, identical in print and online, published in good time before the sale.
Attached contracts	Embryo and AI stud contracts, co-ownership, and buy-back options listed in the update with type, scope, contract partner, procedure, and deadline; only biologically achievable contract terms, ideally using standardized templates.
Bidding procedure	Bidder registration, bid log, open handling of reserve prices, no undisclosed insider bids, neutral sale management, unsold lots reported as such - as described in the box "Transparent bidding rules." Rule for disputed bids set out in the terms of sale and announced before the start; decisions explained and logged.
Setting and safety	Safety plan scaled to attendance and risk profile, coordinated with the fire department and the local regulatory authority; escape routes kept clear and unlocked during the event.[16] No hard liquor served during bidding, no service to visibly intoxicated persons; protection of minors with time limits and age checks; party kept separate in time and place, with no drinking contests.
Animal welfare	Presentation and ethics standard as part of the consignment terms; check-in inspection with consequences up to exclusion of the lot. Injured animals are treated and not shown; clipping suited to season and transport; music during ring time at a fixed volume level.
Follow-up	Anonymous survey of buyers, consignors, and visitors within four weeks; evaluation with actions and responsibilities; performance also judged on metrics beyond sales volume; rules reviewed annually. Violations of the standard are handled in stages: notice, correction, exclusion of lots.

Three questions help boards and committees before they decide on individual measures: What kind of elite auction do we want to be - a breeding event with a social setting, or an event with animal sales attached? Where do we deliberately want to be strict, and where do we deliberately leave room? And how do we measure success, if not only by sales?

Key point: An auction gets on a par with the big names not by matching their top prices, but by matching their standards.

Conclusion: Transparency Is a Mark of Quality

Elite auctions depend on buyers being able to trust the information, the process, and the way the animals are treated. Many organizers and consignors set an excellent example here. Where gaps exist, they are often the result of a format that has grown faster than its rules. Clear rules are not

a sign of mistrust toward those who put great effort into organizing an auction. They protect precisely these people, because they assign responsibility before something goes wrong.

Transparency is also in the consignors' own interest. Auction theory shows that a seller who credibly discloses available information achieves higher revenue on average:[17] bidders who have to price in less uncertainty bid less cautiously. So a complete catalog does not lower prices - it makes them more reliable.

Buyers can influence this development - by asking questions and by giving organizers factual, written feedback. Organizers can shape it by making their standard public and letting themselves be measured against it. A common industry standard for catalogs, bidding rules, setting, and animal presentation would help everyone. In the end, the value of a good purchase does not show in the sale report anyway, but in your own barn.

Key point: Prices follow trust - not the other way around.

NOTES AND SOURCES

1 Bürgerliches Gesetzbuch (BGB) [German Civil Code], § 311(2) in conjunction with § 241(2) and § 280(1) (duties in pre-contractual relationships, damages).

2 BGB, § 123(1) (avoidance of a contract for fraudulent misrepresentation).

3 Practical basis: review of catalogs from German Holstein elite auctions, 2024 to 2026, observations at elite auctions, and conversations with breeders and buyers. The findings are generalized and not attributed to any individual event.

4 Author's own analysis of the catalogs and updates of six German Holstein elite auctions in the 2025/2026 season, as of February 2026. Lots with at least one listed embryo or AI stud contract were counted.

5 Capen, E. C.; Clapp, R. V.; Campbell, W. M. (1971): Competitive Bidding in High-Risk Situations. Journal of Petroleum Technology 23(6), 641-653. Thaler, R. H. (1988): Anomalies: The Winner's Curse. Journal of Economic Perspectives 2(1), 191-202.

6 Tversky, A.; Kahneman, D. (1974): Judgment under Uncertainty: Heuristics and Biases. Science 185(4157), 1124-1131.

7 Ku, G.; Malhotra, D.; Murnighan, J. K. (2005): Towards a competitive arousal model of decision-making: A study of auction fever in live and Internet auctions. Organizational Behavior and Human Decision Processes 96(2), 89-103.

8 Gewerbeordnung (GewO) [German Trade Regulation Act], § 34b(6) nos. 1 to 3 (prohibitions for auctioneers) and (10) no. 3 (exemption for auctions open only to commercial bidders).

9 Bundesgerichtshof [Federal Court of Justice], judgment of August 24, 2016, case no. VIII ZR 100/15 (seller's own bids in an online auction); BGH press release no. 144/2016.

10 Gaststättengesetz (GastG) [German Restaurant and Bar Act], § 20 no. 2. Where a German state has enacted its own hospitality law, that law applies.

11 BGB, § 156 (conclusion of a contract at auction).

12 Tierschutzgesetz (TierSchG) [German Animal Welfare Act], § 3 sentence 1 no. 6.

13 Bayerisches Landesamt für Gesundheit und Lebensmittelsicherheit (LGL) [Bavarian State Office for Health and Food Safety]: Tierschutzgerechtes Vorbereiten und Vorführen von Rindern auf Schauen und Märkten [Welfare-compliant preparation and presentation of cattle at shows and markets]. Information sheets for organizers and for exhibitors, as of January 2026. The guidance is based on the German Animal Welfare Act, which applies nationwide.

14 TierSchG, § 2 no. 1 (duties of the animal keeper: feeding, care, and housing appropriate to the species, its needs, and its behavior).

15 Handelsgesetzbuch (HGB) [German Commercial Code], § 377(1) to (3) (duty to inspect goods and give notice of defects in a commercial transaction between merchants).

16 Muster-Versammlungsstättenverordnung (MVStättVO) [Model Ordinance on Places of Assembly], § 31(3) (escape routes; doors unlocked during operation); the respective state ordinance is authoritative.

17 Milgrom, P. R.; Weber, R. J. (1982): A Theory of Auctions and Competitive Bidding. Econometrica 50(5), 1089-1122.

Note: This article outlines the legal framework in broad terms and is not a substitute for legal advice in individual cases. The terms of sale of the respective event are authoritative in each case.

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All farm, personal, and animal names in this article are anonymized.

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